

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

In the Matter of:)	
)	
Imperial Irrigation District)	Order No. R7-2010-0041
Grass Carp Hatchery)	
)	Settlement Agreement and Stipulation for
Complaint No. R7-2010-0038 for)	Entry of Order; Order (Proposed)
Administrative Civil Liability)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (“Stipulation”) is entered into by and between the Regional Water Quality Control Board Prosecution Staff (“Prosecution Staff”) and Imperial Irrigation District (the “Discharger”) (collectively “Parties”) and is presented to the California Regional Water Quality Control Board, Colorado River Basin Region (“Regional Water Board”) for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability Complaint No. R7-2010-0038, dated July 8, 2010 (the “Complaint”).

Section II: Recitals

1. The Discharger owns and operates the Grass Carp Hatchery (the “Hatchery”), which is located at 485 E. Villa Road, El Centro, CA 92243. Process water flows by gravity from the Imperial Irrigation District’s Dogwood Canal into a holding pit and is subsequently pumped into two holding ponds. Water circulates through nine small earthen ponds, seven fiberglass pools, and ten fiberglass tanks used for raising grass carp fry. Water from the ponds flows by gravity into a holding pit via a filtering device to trap grass carp fry and eggs prior to discharge. Wastewater is discharged from the Hatchery to the Central Main Drain No. 5 (Drain), which is a tributary to the Alamo River. The Alamo River is a tributary of the Salton Sea. The Drain, the Alamo River, and the Salton Sea are waters of the United States. The Hatchery is subject to the requirements set forth in Waste Discharge Requirements (WDRs) Board Order No. R7-2005-0016, National Pollutant Discharge Elimination System Permit (NPDES) No. CA7000004.
2. The Complaint, as issued, recommends imposing mandatory minimum penalties (“MMPs”) in the amount of \$21,000 for violations of the effluent limitation for total suspended solids (TSS) set forth in Order No. R7-2005-0016 that occurred seven times between September 30, 2007 and April 30, 2010 (“Alleged ACL Violations”). These alleged violations are detailed in Table 1, Attachment A.

3. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team believes that the resolution of the Alleged ACL Violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the Alleged ACL Violations except as provided in this Stipulation and that this Stipulation is in the best interest of the public.
4. To resolve by consent and without further administrative proceedings the Alleged ACL Violations, the Parties have agreed to the imposition of \$21,000 in mandatory minimum penalties against the Discharger. The Discharger shall pay a total of \$3,000 to the State Water Resources Control Board Cleanup and Abatement Account, consisting of \$3,000 in mandatory minimum penalties. The remaining \$18,000 in mandatory minimum penalties shall be suspended upon completion of the Supplemental Environmental Projects ("SEPs") as set forth in this Stipulation and Order.

Section III: Stipulations

5. The Parties incorporate Paragraphs 1 through 4, by this reference, as if set forth fully herein, and stipulate to the following.
6. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of MMPs totaling \$21,000 as set forth in Paragraph 4 of Section II herein. Within 30 days of the issuance the Order, the Discharger agrees to pay a total of \$3,000 to the State Water Resources Control Board Cleanup and Abatement Account. Further, the Parties agree that \$18,000 in MMPs shall be suspended ("Suspended Liability") pending completion of two SEPs: (1) the SEP to fund two tasks performed by the City of Calexico in support of the implementation Assembly Bill (AB) 1079 ("City of Calexico SEP"), as set forth in Paragraphs 7 through 19 of Section III herein and Attachments B and C attached hereto and incorporated by reference; and (2) the SEP to fund tasks associated with the Citizen's Congressional Task Force on the New River ("New River Wetlands Project SEP") as set forth in Paragraphs 7 through 19 of Section III herein and Attachments B and D attached hereto and incorporated by reference.
7. **SEP Descriptions:** The Parties agree that this resolution includes the performance of two SEPs as provided for as follows:
 - a. **City of Calexico SEP:** The goal of this SEP is to support the City of Calexico with the implementation of AB 1079. AB 1079 requires that the California Mexico Border Relations Council ("Council") develop a plan to guide implementation of the New River Improvement Project, which is intended to "study, monitor, remediate, and enhance the New River water quality in the County of Imperial to protect human health, and develop a river parkway

suitable for public use and enjoyment.” The New River is a tributary to the Salton Sea. The City of Calexico agreed to provide necessary financial support to the Council for development of that plan.

The Discharger shall issue the City of Calexico a total of \$15,000 of which \$6,500 shall be used for administrative costs associated with implementing AB 1079 and \$8,500 shall be used to support data gap monitoring pursuant to AB 1079. Detailed plans concerning the administrative costs and data gap monitoring that shall be conducted with the funds from the Discharger are provided in the Letter Agreement to Execute a Supplemental Environmental Project to Support Implementation of AB 1079 between the Discharger and the City of Calexico, included herein as part of the description of this SEP, and attached hereto as Attachment C. The City of Calexico is considered to be a third party implementing a SEP (“Implementing Party”) for purposes of this Stipulation.

- b. **New River Wetlands Project SEP:** The goal of this project is to support the continuation of the New River Wetlands Project education and outreach program. The New River Wetlands Project consists of two wetlands constructed to implement pollution control to reduce pollutants and improve the quality of water discharged from the New River into the Salton Sea. The Discharger shall issue Desert Wildlife Unlimited, Inc., \$3,000, which shall be used to promote the education of school children, provide school field trips to the New River Wetlands Project wetland sites, and implement the New River Wetlands Project wildlife program. Detailed plans concerning the education and outreach activities that shall be conducted by Desert Wildlife Unlimited, Inc., with the funds from the Discharger are provided in the Letter Agreement to Execute a Supplemental Environmental Project to Support the Citizen’s Congressional Task Force on the New River Wetland Education and Outreach Program between the Discharger and Desert Wildlife Unlimited, Inc., included herein as part of this SEP, and attached hereto as Attachment D. Desert Wildlife Unlimited, Inc., is considered to be a third party implementing a SEP (“Implementing Party”) for purposes of this Stipulation.
8. **SEP Completion Dates:** The SEPs shall be concluded by September 16, 2011 (“SEPs Completion Date”). A final report shall be provided to the Regional Water Board and the State Water Resources Control Board’s Division of Financial Assistance by October 31, 2011, as described in Paragraph 14.
9. **Agreement of Discharger to Fund, Report and Guarantee Implementation of SEPs:** The Discharger represents that: (1) it will fund the SEPs in the amount as described in this Stipulation; (2) it will provide certifications and written reports to the Regional Water Board consistent with the terms of this Stipulation detailing the implementation of the SEP; (3) it will attach a cover letter to each certification or written report that clearly identifies the Discharger, WDID number, and ACL Order Number R7-2010-0041; and (4) it will guarantee implementation of the SEPs identified in Attachments B, C, and D by remaining liable for the

Suspended Liability until the SEPs are completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEPs.

10. **Oversight of SEPs:** Discharger agrees to contract with Barrett's Biological Surveys to oversee the implementation of the SEPs. The Discharger is solely responsible for paying for all oversight costs incurred by Barrett's Biological Surveys to oversee the SEPs. The SEPs oversight costs are in addition to the total administrative civil liability imposed against the Discharger and are not credited toward the Discharger's obligation to fund the SEPs. Oversight tasks to be performed by Barrett's Biological Surveys include but are not limited to, updating CIWQS, reviewing and evaluating progress, reviewing the final completion report, verifying completion of the project with a site inspection, auditing appropriate expenditure of funds, and providing updates to Regional Water Board staff.
11. **Certification of Funding of the City of Calexico SEP:** The Discharger shall provide evidence to the Regional Water Board of payment in full (\$15,000) to the City of Calexico for the implementation and completion of the City of Calexico SEP, no later than 30 days following the date the Regional Water Board enters the Order incorporating the terms of this Stipulation. Failure to pay the full SEP amount by this date will result in the full SEP amount (\$15,000) being immediately due and payable to the State Water Board for deposit into the Cleanup and Abatement Account.
12. **Certification of Funding of the New River Wetlands Project SEP:** The Discharger shall provide evidence to the Regional Water Board of payment in full (\$3,000) to Desert Wildlife Unlimited, Inc., for the implementation and completion of the New River Wetlands Project SEP, no later than 30 days following the date the Regional Water Board enters the Order incorporating the terms of this Stipulation. Failure to pay the full SEP amount by this date will result in the full SEP amount (\$3,000) being immediately due and payable to the State Water Board for deposit into the Cleanup and Abatement Account.
13. **SEP Progress Reports:** The Discharger shall provide quarterly reports of the progress of implementing the SEPs to a Designated Regional Water Board Representative, and the State Water Resources Control Board's Division of Financial Assistance, commencing 90 days after this Stipulation becomes final and continuing through submittal of the final reports described below in Paragraph 14. If no activity occurred during a particular quarter, a quarterly report so stating shall be submitted.
14. **Certification of Completion of SEPs and Final Reports:** On or before the applicable SEPs Completion Date, the Discharger shall submit a certified statement of completion of the SEPs ("Certification of Completion"). The

Certification of Completion shall be submitted under penalty of perjury under the laws of the State of California, to the Designated Regional Water Board Representative and the State Water Resources Control Board's Division of Financial Assistance, by a responsible official representing the Discharger. The submission of the Certification of Completion shall contain the following statement:

"I declare under the penalty of perjury under the laws of the State of California that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."

The Certification of Completion shall include following:

- a. Certification that the SEPs have been completed in accordance with the terms of this Stipulation. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEPs and the costs incurred by the Discharger.
- b. Certification documenting the expenditures by the Discharger and the Implementing Parties during the completion period for the SEPs. The Implementing Parties' expenditures may be external payments to outside vendors or contractors performing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the Regional Water Board for oversight. The Implementing Party may submit a separate certification of expenditures on the Discharger's behalf. The Discharger (or the Implementing Parties on the Discharger's behalf) shall provide any additional information requested by the Regional Water Board staff which is reasonably necessary to verify SEP expenditures.
- c. Certification, under penalty of perjury, that the Discharger and/or the Implementing Parties followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act. The Implementing Party may submit a separate certification of compliance on the Discharger's behalf. To ensure compliance with CEQA where necessary, the Discharger and/or the Implementing Party shall provide the Regional Water Board with the following documents from the lead agency prior to commencing SEP construction:

- i. Categorical or statutory exemptions relied upon by the Implementing Party;
 - ii. Negative Declaration if there are no potentially “significant” impacts;
 - iii. Mitigated Negative Declaration if there are potentially “significant” impacts but revisions to the project have been made or may be made to avoid or mitigate those potentially significant impacts; or
 - iv. Environmental Impact Report (EIR).
15. **Third Party Financial Audit:** In addition to the certification, upon completion of the SEPs and at the written request of the Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff, or its designated representative, providing such party’s(ies’) professional opinion that the Discharger and/or the Implementing Parties have expended money in the amounts claimed by the Discharger. The audit report shall be provided to the Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party financial audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
16. **Regional Water Board Acceptance of Completed SEPs:** Upon the Discharger’s satisfaction of its SEP obligations under this Stipulation and completion of the SEPs and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEPs. This letter shall terminate any further SEP obligations of the Discharger and result in the permanent stay of the Suspended Liability.
17. **Failure to Expend all Suspended Administrative Civil Liability Funds on the Approved SEPs:** In the event that Discharger and/or the Implementing Parties are not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire Suspended Liability has been spent to complete the components of the SEPs for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the SEPs, as an administrative civil liability. The Discharger shall pay the additional administrative liability within 30 days of its receipt of notice of the Regional Water Board’s determination that the Discharger has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.
18. **Failure to Complete the SEPs:** If the SEPs are not fully implemented by the SEPs Completion Date (as defined in Paragraph 8) required by this Stipulation,

the Designated Regional Water Board Representative shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof, or the Discharger and/or the Implementing Party may be compelled to complete the SEPs.

19. **Publicity:** Should the Discharger, the Implementing Parties, or its agents or subcontractors publicize one or more elements of the SEPs, they shall state in a **prominent manner** that the project is being partially funded as part of the settlement of an enforcement action by the Regional Water Board against the Discharger.
20. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulation and the Order and/or compliance with the terms of this Stipulation and the Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject them to further enforcement, including additional administrative civil liability.
21. **Party Contacts for Communications related to this Stipulation and/or the Order:**

For the Regional Water Board:

Doug Wylie, Senior Water Resource Control Engineer
Colorado River Basin Region, Regional Water Board
73-720 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
DWylie@waterboards.ca.gov
(760) 346-6585

For the Discharger:

James G. Ross
Executive Program Manager, Water
Imperial Irrigation District
P.O. Box 937
Imperial, CA 92251
jross@iid.com
(760) 339-9516

22. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
23. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulation, this Stipulation represents

a final and binding resolution and settlement of the Alleged ACL Violations (“Covered Matters”). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Paragraph 8 and the Discharger’s full satisfaction of the SEP obligations described herein.

24. **Public Notice:** Federal law mandates that any settlement will not become final until after a 30-day public notice and comment period expires. (40 CFR 123.27.) On July 8, 2010, the Assistant Executive Officer issued the Complaint and provided notice to the public that the violations alleged in the Complaint could be resolved by settlement, including, but not limited to performance of a SEP. Thus, the terms of this Stipulation and Order have been properly noticed and the required public comment period expired August 9, 2010 without comment.
25. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
26. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Discharger is represented by counsel in this matter.
27. **Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved the Regional Water Board or its delegee.
28. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their

advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
29. **Waiver of Hearing:** The Discharger has been informed of the rights provided by CWC section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.
 30. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
 31. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger (or the Implementing Parties, where applicable) its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, Order, or SEP, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.
 32. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to the Alleged ACL Violations.
 33. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Order.
 34. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

35. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.
36. **Counterpart Signatures:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.

**California Regional Water Quality Control Board,
Colorado River Basin Region Prosecution Team**

Date: 11/4/2010

By: Jose Angel
Jose L. Angel,
Assistant Executive Officer

Imperial Irrigation District

Date: 11/3/10

By: James G. Ross
James G. Ross
Executive Program Manager, Water

Order of the Regional Water Board:

IT IS HEREBY ORDERED:

37. This Order incorporates the terms of the foregoing Stipulation.
38. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.

I, Robert Perdue, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on November 18, 2010.

Robert Perdue
Executive Officer

Date: _____

ATTACHMENT "A"

Summary of Violations of Board Order No. R7-2005-0016 subject to Mandatory Minimum Penalties

Assessed Violation No.¹	Date Occurred	Description of Violation	Serious Violation Defined by CWC 13385(h)	Amount Assessed Dollars (\$)
667031	09/30/2007	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 68.875 mg/L	No	0 ²
871131	05/31/2008	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 80.1 mg/L	No	0 ²
871132	07/31/2008	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 67.4 mg/L	No	0 ²
871133	09/30/2008	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 61.7 mg/L	No	0 ²
871135	10/31/2008	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 121.5 mg/L	Yes	3,000
871136	11/30/2008	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 85.25 mg/L	Yes	3,000
871137	01/31/2009	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 103.4 mg/L	Yes	3,000
818263	04/30/2009	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 79.6 mg/L	No	3,000
823660	05/31/2009	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 89.25 mg/L	Yes	3,000
851012	11/30/2009	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 80.1 mg/L	No	0 ²
871134	12/31/2009	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 70.2 mg/L	No	0 ²
863722	02/28/2010	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 76.88 mg/L	No	0 ²
867279	03/31/2010	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 87 mg/L	Yes	3,000
869996	04/30/2010	Exceeded average monthly of 60 mg/L for Total Suspended Solids. Reported as 71.75 mg/L	No	3,000

Total Mandatory Minimum Penalty:

\$21,000

¹ California Integrated Water Quality System (CIWQS)

² This is a supporting violation.

ATTACHMENT "B"



IMPERIAL IRRIGATION DISTRICT

OPERATING HEADQUARTERS • P. O. BOX 937 • IMPERIAL, CALIFORNIA 92251

WD

September 23, 2010

Mr. Jose Angel
California Regional Water Quality Control Board
Colorado River Basin Region
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

Dear Mr. Angel:

Subject: Administrative Civil Liability Complaint No. R7-2010-0038; Imperial Irrigation District, Grass Carp Hatchery

The Imperial Irrigation District (IID) respectfully submits the following written response to the above-referenced Administrative Civil Liability Complaint (Complaint).

The IID will not contest the proposed Complaint or \$21,000 dollar civil liability and chooses to waive the right to a hearing before the Regional Water Board. However, the IID does propose a settlement plan to pay the requisite \$3,000 dollars to the "State Water Pollution Cleanup and Abatement Account", and the remaining \$18,000 to two Supplemental Environmental Projects (SEP) to be completed by September 2011.

SEP No.1

The IID proposes \$15,000 in funding to be issued to the City of Calexico. This SEP will be used to fund two tasks in support of the implementation of AB 1079. Please see the attached SEP agreement signed by the City of Calexico and IID.

SEP No.2

The IID proposes \$3,000 in funding to be issued to Desert Wildlife Unlimited, Inc. (DWU). This SEP will be used to support the continuation of the New River Wetlands Project education and outreach program for the Citizen's Congressional Task Force on the New River. Please see the attached SEP agreement signed by DWU and IID.

We appreciate your consideration of this matter. Should you have any questions regarding this proposal, please contact Steve Charlton at 760-339-9143.

Sincerely,

JAMES G. ROSS
Executive Program Manager, Water

ATTACHMENT "C"



IMPERIAL IRRIGATION DISTRICT

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WD

September 23, 2010

Mr. Luis Estrada
Program Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Dear Mr. Estrada:

Subject: Letter of Agreement to Execute a Supplemental Environmental Project (SEP) to Support Implementation of AB1079

The Imperial Irrigation District (IID) was recently issued an Administrative Civil Liability Complaint No. R7-2010-0038 which stipulated monetary penalties for violation of the Regional Water Quality Control Board's waste discharge requirements at the IID Grass Carp Hatchery. The IID has been informed that the City of Calexico is interested in entering into a Supplemental Environmental Project (SEP) agreement with the IID for the purpose of supporting AB1079 efforts.

AB 1079 was signed into law by Governor Schwarzenegger on October 11, 2009. This bill recognizes that "a coordinated and comprehensive state strategy is needed to deal with the residual and projected pollution so that the New River and associated river channel can be enhanced to a condition that will allow the residents of Calexico and Imperial County to utilize them as recreational and natural assets as contemplated in the Californian River Parkways Act of 2004. AB 1079 requires that the California Mexico Border Relations Council develop a plan to guide implementation of the New River Improvement Project which is intended to "study, monitor, remediate and enhance the New River water quality in the County of Imperial to protect human health, and develop a river parkway suitable for public use and enjoyment." The State Water Resources Control Board awarded a \$400,000 grant to begin the work on a strategic plan for the New River that will address the needs of AB 1079. The IID proposes a \$15,000 SEP agreement with the City of Calexico to complement the original state grant and contribute to the New River strategic plan.

A \$15,000 payment would be issued to the City of Calexico for the express purpose of conducting the following SEP tasks:

Task No.1 – Up to \$6,500 may be used by the City of Calexico to fund administrative costs associated with implementing AB1079, including:

- a) preparation, review, and approval of contractor/subcontractor invoices and City reimbursement documents;
- b) preparation and presentation of New River Improvement Project progress reports;
- c) preparation and review of meeting minutes for the Technical Advisory Committee (TAC) and/or its workgroups established pursuant to AB 1079;
- d) reviewing and processing of New River Improvement Project correspondence;
- e) coordination and organization of TAC events;

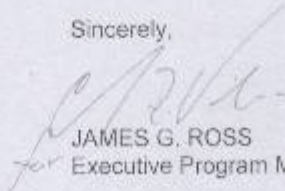
Task No.2 – Up to \$8,500 may be used by the City of Calexico to support data gap monitoring pursuant to AB 1079. Specific monitoring activities shall be established and prioritized for funding under this agreement by the TAC and may include any of the following tasks:

- a) New River water quality monitoring;
- b) New River flood plain sediment/soil characterization in the Calexico area, and/or
- c) Engineering hydraulic or surveying studies.

In addition, following the full expenditure of these allocated SEP funds, or, no later than June 30, 2011, the City of Calexico must agree to provide an itemized list of SEP-approved expenditures to the IID which will be included in the final SEP completion report to the Regional Board. Any remaining SEP funds held by the City of Calexico must be refunded to the IID at that time as unused SEP funds must be forfeited to the State Water Pollution Cleanup and Abatement Account.

Please review and sign the "Notice to Proceed" below if you concur with the proposed SEP agreement. Upon receipt of an executed copy and approval by the Regional Board, the IID will issue the associated \$15,000 payment to the City of Calexico. For further assistance in coordinating these efforts, please feel free to contact Steve Charlton directly at (760) 339-9143.

Sincerely,



JAMES G. ROSS
Executive Program Manager, Water

Mr. Luis Estrada

-3-

September 23, 2010

By signature, I authorize this Letter of Agreement to Execute a Supplemental Environmental Project (SEP) to Support implementation of AB1079 as stated above.

Client: Mr. Luis Estrada
Program Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Authorized Signature: Luis Estrada

Print Name: Luis Estrada

Title: Utilities Service Dept. Date: 9/23/10

SLC/lc
City of Calexico AB1079 SEP Agreement.doc

ATTACHMENT "D"



IMPERIAL IRRIGATION DISTRICT

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WD

September 22, 2010

Mr. Leon Lesicka
Desert Wildlife Unlimited, Inc.
Board Member
4888 Brandt Road
Brawley, CA 92227

Dear Mr. Lesicka:

Subject: Letter of Agreement to Execute a Supplemental Environmental Project to Support the Citizen's Congressional Task Force on the New River Wetland Education and Outreach Program

The Imperial Irrigation District (IID) was recently issued an Administrative Civil Liability Complaint No. R7-2010-0038 which stipulated monetary penalties for violation of the Regional Water Quality Control Board's (Regional Board) waste discharge requirements at the IID Grass Carp Hatchery. The IID has been informed that Desert Wildlife Incorporated, Inc. (DWU) is interested in entering into a Supplemental Environmental Project (SEP) agreement with the IID for the purpose of supporting the continuation of the Citizen's Congressional Task Force on the New River (New River Wetlands Project) wetland education and outreach program.

A \$3,000 payment would be issued to DWU for the express purpose of conducting the following SEP activities, including:

- 1) Classroom presentations on wetlands to promote the education of school children on wildlife, natural habitat, and environmental stewardship.
- 2) School field trips to New River Wetlands Project wetland sites (including transportation), and
- 3) Implementation of the New River Wetlands Project wildlife program.
 - a. purchase duck eggs and penning material
 - b. participation by the school children in the incubation of duck eggs, raising ducks in a classroom setting from hatchlings to juvenile ducks, and releasing of the ducks into the wetlands

In addition, following the full expenditure of these allocated SEP funds, or, no later than June 30, 2011, DWU must agree to provide an itemized list of SEP-approved expenditures to the IID which will be included in the final SEP completion report to the Regional Board. Any remaining SEP funds held by DWU must be refunded to the IID at that time as unused SEP funds must be forfeited to the State Water Pollution Cleanup and Abatement Account.

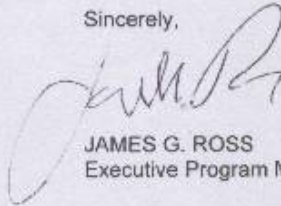
Mr. Leon Lesicka
DWU

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September 22, 2010

Please review and sign the "Notice to Proceed" below if you concur with the proposed SEP agreement. Upon receipt of an executed copy and approval by the Regional Board, the IID will issue the associated \$3,000 payment to DWU. For further assistance in coordinating these efforts, please feel free to contact Steve Charlton directly at (760) 339-9143.

Sincerely,

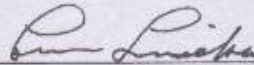


JAMES G. ROSS
Executive Program Manager, Water

By signature, I authorize this Letter of Agreement to Execute a Supplemental Environmental Project (SEP) to support the Citizen's Congressional Task Force on the New River (New River Wetlands Project) wetland education and outreach program as stated above.

Client: Mr. Leon Lesicka
Desert Wildlife Unlimited, Inc.
Board Member
4888 Brandt Road
Brawley, CA 92227

Authorized Signature: _____



Print Name: Leon Lesicka

Title: Desert Wildlife Unlimited Board Member

Date: 10/22/10