

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

485



FROM: Executive Office

SUBMITTAL DATE:
July 26, 2011

SUBJECT: Amendment No. 2 to the Agreement to Form the Lake Elsinore Canyon Lake TMDL Taskforce.

RECOMMENDED MOTION: That the Board of Supervisors:
Authorize the Chairman to sign Amendment No. 2 to extend the duration of the Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force by one year.

BACKGROUND: The County of Riverside entered into an agreement dated March 5, 2007, to form the Lake Elsinore and Canyon Lake TMDL Task Force (Agreement) and subsequent Amendment No. 1 to extend the Agreement to June 30, 2011. It is the purpose of Agreement No. 2 to extend the duration of the Agreement to June 30, 2012.

(Continued on Page 2)

Michael R. Shetler
Michael R. Shetler, Senior Management Analyst

FORM APPROVED COUNTY COUNSEL
BY: *David H.K. Huff* DATE: 6/13/2011
Departmental Conference

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 32,919	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 32,919	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 32,919	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: NPDES Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Christopher M. Hans*
County Executive Office Signature Christopher M. Hans

- Policy
- Policy
- Consent
- Consent

Prev. Agn. Ref.: **District:** 1,2,3 & 5 **Agenda Number:** 3.6

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Page 2**

SUBJECT: Amendment No. 2 to the Agreement to Form the Lake Elsinore Canyon Lake TMDL Taskforce.

Background Continued:

In addition to the change in duration of the Agreement the following adjustments are being made:

- **Section II.5 Pro-Rata Share Calculation** is hereby deleted for the term of this time extension in accordance with **Section II.7 Modifications to the Task Force Pro-Rata Share Methodology** which allows for modifications of the methodology per written approval of all the Task Force agencies whose pro-rata share would be affected.
- The Task Force has reviewed and agreed to pay their pro-rata share allocation for FY 2011-2012 in accordance to the Task Force Budget sheet attached and under the terms defined in **Section II.4 Budget**.

The cost allocation to the County of Riverside for the Lake Elsinore and Canyon Lake TMDL Task Force for FY 2011-2012 is \$32,919 and funded through the NPDES program budget.

**AMENDMENT NO. 2 TO THE AGREEMENT TO FORM
THE LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE**

This Amendment No. 2 is made this ____ day of _____, 2011 by and among the Agencies that constitute the Lake Elsinore and Canyon Lake TMDL Task Force.

RECITALS

WHEREAS, the Lake Elsinore and Canyon Lake TMDL Task Force was created pursuant to that certain agreement entitled "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" dated March 5, 2007. ("Agreement") and subsequently amended under Amendment No. 1, which extended the Agreement to June 30, 2011 and added two additional agencies.


WHEREAS, it is the purpose of this Amendment No. 2 to the Agreement for all Task Force Agencies to mutually extend the duration of the Agreement for an additional full year and to delete certain references in the agreement regarding share allocation to allow sufficient time for a new Pro-Rata Share Allocation methodology to be developed and agreed upon to represent the mutual interests of the Task Force under a long term task force agreement.

NOW, THEREFORE, the Task Force Agency parties mutually agree that the Agreement is amended as follows:

- The duration of the Agreement is extended one full year to **June 30, 2012**, and
- Section II.5 - Pro-Rata Share Calculation is hereby deleted for the term of this time extension in accordance with Section II.7 Modifications to the TASK FORCE PRO-RATA SHARE methodology which allows for modification of the methodology per written approval of all the Task Force Agencies whose pro-rata share would be affected.
- The Task Force has reviewed and agreed to pay their pro-rata share allocations for FY 2011-12 in accordance to the FY 2011-12 Task Force Budget attached herewith, and under the terms defined in Section II.4 Budget.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the dates shown adjacent their respective signatures. This Amendment becomes effective as of the date of the latest signature page received.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

BY 
Phil Williams, LESJWA Chair

DATE 6-16-2011

Counterpart Signature Pages to be Attached

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force.

COUNTY OF RIVERSIDE

APPROVED AS TO FORM

PAMELA J. WALLS

County Counsel

By 

DAVID H.K. HUFF

Deputy County Counsel

By _____

BOB BUSTER, Chairman

Riverside County Board of Supervisors

ATTEST

KECIA HARPER-IHEM

Clerk of the Board

By _____

Deputy

(SEAL)

FY 2011-12 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

Summary Annual Expenses

Task Force Administration

	Budget 2011-12 annual
Task Force Administrator	\$ 100,000
Annual Water Quality Reporting and Database Management	
Amend Task Force Agreement	
Grant Preparation	
TMDL Compliance Expert	
Risk Sciences	\$ 50,000
TMDL Implementation Plan Requirements	
Phase 1 - Lake Elsinore Nutrient Monitoring Program	
Lake Elsinore Nutrient Monitoring and Lab Analysis (EVMWD)	EVMWD credit
Phase 1 - Watershed-wide Nutrient Monitoring Program	
Watershed-wide Nutrient Monitoring (TBD)	\$ 70,000
Wet Year Watershed-wide Nutrient Monitoring (RCFC&WCD)	RCFC&WCD credit
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	RCFC&WCD credit
Stream gauge O&M (RCFC&WCD)	RCFC&WCD credit
Phase 1 - Canyon Lake Nutrient Monitoring Program	
Canyon Lake Nutrient Monitoring and Lab Analysis (EVMWD)	\$ 135,000
Pollutant (Water Quality Improvement) Trading	
Pollutant Trading Plan	\$ 50,000
Canyon Lake Management Plan / Project Alternatives	
Plan outlining Canyon Lake management strategies / Project Design	\$ 103,600
Contingency (approximately 10% of direct stakeholder expenses)	\$ -
TMDL Task Force Implementation Budget	\$ 508,600

Stakeholder Funding \$ Credits

MS4 Funding Credits (RCFC&WCD)

Phase 1 - Stream gauge O&M

Phase 1 - Lab Analysis, Watershed-wide Monitoring

Wet Year Watershed-wide Monitoring (weather dependant, funded by contingency)

Lk Elsinore Comp Water Mgt Agrmt Funding Credits (EVMWD)

Phase 1 - Lake Elsinore Nutrient Monitoring

Total Stakeholder Credits

In-Kind Services Share (no Funding \$ Credit)

Phase 2 - Stream Gauge O&M (RCFC&WCD)

Storm water data collection at the Cranston gage station (USFS)

Total Stakeholder In-Kind Services

Detailed Stakeholder Contributions

Stakeholder Allocation

MS4 Co-Permittees (Total)

Riverside County

City of Beaumont

City of Canyon Lake

City of Hemet

City of Lake Elsinore

City of Moreno Valley

City of Murrieta

City of Perris

City of Riverside

City of San Jacinto

City of Menifee

City of Wildomar

Riverside County Flood Control & Water Conservation District (RCFC&WCD)

Lake Elsinore Comprehensive Water Management Agreement (Total)

Elsinore Valley Municipal Water District (EVMWD)

City of Lake Elsinore

San Jacinto Agricultural Operators

San Jacinto Dairy & CAFO Operators

CALTRANS - freeway

CA DF&G - San Jacinto Wetlands

US Forest Service (USFS)

Eastern Municipal Water District

March Air Reserve Base Joint Powers Authority

US Air Force (March Air Reserve Base)

Total Funding Required

Budget
2011-12

\$ 183,140.00

32,919

3,900

3,396

22,696

12,063

52,520

650

16,580

2,965

11,133

20,458

3,859

\$ 122,140

\$ 61,070

\$ 61,070

\$ 143,320

\$ 10,000.00

\$ 10,000

\$ 10,000

\$ 10,000

\$ 10,000

\$ 10,000

\$ 10,000

\$ 508,600

Background

Original Agreement

**AGREEMENT TO FORM
THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE**

This Agreement, entered into as of this 5th day of March, 2007 to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "Agreement") is made by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

United States Department of Agriculture, Forest Service (Forest Service)
US Air Force (March Air Reserve Base)
March Air Reserve Base Joint Powers Authority
California Department of Transportation
California Department of Fish and Game
County of Riverside
City of Beaumont
City of Canyon Lake
City of Hemet
City of Lake Elsinore
City of Moreno Valley
City of Murrieta
City of Perris

City of Riverside
City of San Jacinto
Elsinore Valley Municipal Water District
Eastern Municipal Water District
Western Riverside County Agriculture Coalition on behalf of the Agricultural Operators in the San Jacinto River Basin
Western Riverside County Agriculture Coalition on behalf of the Dairy Operators in the San Jacinto River Basin
Riverside County Flood Control and Water Conservation District

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (NUTRIENTS). As a result of said Section 303 designation, the Clean Water Act requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies.

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan (TMDL IMPLEMENTATION PLAN), which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring

program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science.

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL IMPLEMENTATION PLAN and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES, and

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL IMPLEMENTATION PLAN Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB by June 30, 2010, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act Section 303(d) list of impaired water bodies, and

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL IMPLEMENTATION PLAN, and

F. Whereas the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of agricultural and dairy operators within the San Jacinto Watershed, and

G. Whereas WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed, and

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force, and the San Bernardino and Cleveland National Forest are on federal lands under the administration and management of the Forest Service. Both are agencies of the federal government, and are therefore subject to limitations in their ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB and Forest Service to participate directly in sampling, research or data gathering activities which are not located on or near MARB or National Forest System lands or a point source of water discharge arising on MARB or National Forest System lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB or Forest Service from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB and Forest Service do not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB and Forest Service agree that State and federal regulatory agencies that are or may

become members of this TASK FORCE have regulatory authority over MARB and Forest Service only to the extent permitted by State or Federal Law.

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE, and

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the Principal Permittee for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County, and

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County, and

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed, and

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the REGIONAL BOARD and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore, and

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as an NPDES MS4 PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT, and

O. Whereas RCFC&WCD has prepared and reviewed the MS4 CO-PERMITTEES cost share allocation with MS4 CO-PERMITTEE staff at the NPDES MS4 Permit Technical Advisory Committee Meetings and with the affected City Managers and County Executive Office, or designated representatives thereof during the NPDES MS4 Permit Management Steering Committee Meeting of February 16, 2006, and

P. Whereas, the TMDL assigned nutrient waste load allocations for supplemental water (herein SUPPLEMENTAL WATER) addition to Lake Elsinore to stabilize the Lake's elevation, and

Q. Whereas, the nutrient waste load allocation for SUPPLEMENTAL WATER, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of SUPPLEMENTAL WATER, and

R. Whereas, the assumptions regarding load allocations for SUPPLEMENTAL WATER may not be consistent with the actual operation of SUPPLEMENTAL WATER sources, and

S. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of SUPPLEMENTAL WATER addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement", and

T. Whereas, for the purposes of this AGREEMENT, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this AGREEMENT attributed to EVMWD for SUPPLEMENTAL WATER addition, and

U. Whereas, the TASK FORCE AGENCIES have considered many alternative cost sharing methodologies based on TMDL assigned load allocation, load reduction, and permutations thereof; and

V. Whereas, certain TASK FORCE AGENCIES were strong proponents of cost sharing based on load allocation and other TASK FORCE AGENCIES were strong proponents of cost sharing based on load reduction, and

W. Whereas, these TASK FORCE AGENCIES have been unable to agree upon a methodology for distributing costs based on either an allocation or a load reduction methodology; and

X. Whereas, the TASK FORCE AGENCIES have reviewed and agreed upon an interim negotiated cost allocation methodology acceptable to all TASK FORCE AGENCIES for the purposes of initiating the TASK FORCE, based on consideration of TMDL assigned load allocations, load reductions, and permutations thereof, and

Y. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT; and

Z. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands, and

AA. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL IMPLEMENTATION PLAN, to correct the load allocation and waste load allocations to properly address the impacts of SUPPLEMENTAL WATER on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL IMPLEMENTATION PLAN, and

BB. Whereas, the TASK FORCE AGENCIES agree that upon amendment of the existing BASIN PLAN AMENDMENT, including the TMDL IMPLEMENTATION PLAN, by the Regional Board to address, at a minimum, the issues described in Recital Z, the TASK FORCE AGENCIES will amend this AGREEMENT to revise the cost allocation methodology for future fiscal years to incorporate a task-specific cost sharing methodology, based on assigned load allocation or waste load allocation of TASK FORCE AGENCIES, or categories of TASK FORCE AGENCIES, responsible for each TMDL IMPLEMENTATION PLAN task, and

CC. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, in FY 06-07 and future years, and on the condition that funding requirements under this agreement do not violate the Anti-deficiency Act, and provided that the Task Force Agencies agree to relocate the proposed **monitoring** station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE; in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") initially consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.
2. Representation on the Task Force.
 - a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.
 - b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a. above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this AGREEMENT within the meaning of this section:

Any other named stakeholder in any future amendments of the
BASIN PLAN AMENDMENT.

- c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed Council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting, Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under state and federal law.
- d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests, the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.
- e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.
- f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:
- (1) Organizing and facilitating TASK FORCE meetings;
 - (2) Secretarial, clerical, and administrative services;
 - (3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
 - (4) Retaining TASK FORCE-authorized consultants; and
 - (5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

- (i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.
- (ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.
- (iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a QUORUM.
- (iv) Voting. Actions of the TASK FORCE shall be validly taken only when a QUORUM is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote (herein VOTE) assigned for each \$1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE budget developed for a given fiscal year (hereinafter "BUDGET"). A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total VOTES based on the BUDGET for the fiscal year during which the action is taken.

- (v) Brown Act. All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this AGREEMENT.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:

- a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final

scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews at a minimum, or no later than by June 2010.

- b. TMDL IMPLEMENTATION PLAN Task 4 - Develop and Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this AGREEMENT. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year commencing in 2007.
- c. TMDL IMPLEMENTATION PLAN Task 4 - Develop and Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll a and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Monitoring and management of monitoring data shall commence immediately upon approval of this agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year commencing in 2007.
- d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Develop and Implement a Plan to Reduce NUTRIENTS in Lake Elsinore sediments and develop a sediment nutrient treatment evaluation plan for Canyon Lake. The plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of NUTRIENTS from lake sediments as a long-term strategy for control of NUTRIENTS in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion: March 31, 2007.
- e. TMDL IMPLEMENTATION PLAN Task 11 - Develop and Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto

River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: March 31, 2007.

- f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: September 30, 2007.
- g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: June 30, 2010.
- h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this AGREEMENT.
- i. Limitations on MARB and Forest Service. As described above in Section I.H, MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

- 4. Budgets. Beginning in FY2007-2008, the total annual budget (BUDGET), adjusted to remove in-kind services, grant funding and funding credits associated with this AGREEMENT shall not exceed \$800,000, except as authorized by the TASK FORCE via two-thirds approval via VOTES based on the BUDGET for the then current fiscal year pursuant to II.2.g. of this AGREEMENT. The TASK FORCE ADMINSTRATOR shall prepare and submit a proposed BUDGET for each fiscal year of this AGREEMENT to the TASK FORCE AGENCIES by November 30th. The proposed BUDGET shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE REPRESENTATIVES shall approve the BUDGET by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE BUDGET and arrears by August 31st of the following year. The BUDGET for the eighteen (18) month period starting January 1, 2006 and extending through June 30, 2007 and estimated fiscal year BUDGETS through June 30, 2010 are included as Attachment A to the AGREEMENT. Approval of this AGREEMENT shall constitute approval of the BUDGET through June 30, 2007. Payment of the BUDGET through June 30, 2007 shall be by August 31, 2006, or within 30 days

of the approval of this AGREEMENT by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the BUDGET consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's BUDGET.

After September 30 of each year, the TASK FORCE ADMINSTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than BUDGET, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise BUDGET based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:

The PRO-RATA SHARE for MS4 CO-PERMITTEES, Agricultural Operators and EVMWD shall be based on the BUDGET reduced by the value of available grant funding identified in Section 1 of Attachment A and in-kind services identified in Section 3 of Attachment A (LINE 1k BUDGET). The PRO-RATA SHARE for MS4 CO-PERMITTEES, and Agricultural Operators shall each be 28.5% of the LINE 1k BUDGET. Based on the prior agreement of EVMWD and the CITY OF LAKE ELSINORE involving the sharing of cost for supplemental water into Lake Elsinore, the PRO-RATE SHARE for EVMWD and the CITY OF LAKE ELSINORE shall each be 14.25% of the LINE 1K BUDGET.

The PRO-RATA SHARE for Dairy shall be 5% of the LINE 1k BUDGET.

The PRO-RATA SHARE for RCFC&WCD shall be the cash value of the in-kind services described in Section 3 of Attachment A.

The PRO-RATA SHARE for all other TASK FORCE AGENCIES shall be as a base amount set forth in the BUDGET.

The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE

AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINISTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for budgets following Fiscal Year 2006-07. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITTEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

6. In-Kind Credits. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs.
7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this AGREEMENT may be modified upon written approval of all then existing TASK FORCE AGENCIES whose PRO-RATA SHARE would be affected.
8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this AGREEMENT.
9. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).
10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this AGREEMENT, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

MARB and the Forest Service, as agencies of the federal government, are unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB and the Forest Service expressly do not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or

liabilities, to itself, to any third party or to MARB, or the Forest Service, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

MARB and the Forest Service, as agencies of the federal government, are unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB and the Forest Service expressly do not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or Forest Service or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB and Forest Service, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and the Forest Service and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This AGREEMENT has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made. This AGREEMENT is valid and enforceable as to CALTRANS as if sufficient funds have been made available to CAL TRANS by the United States Government or California State Legislature for the purposes set forth in this AGREEMENT. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this AGREEMENT, this AGREEMENT may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this AGREEMENT. CALTRANS, however, has the option to withdraw from this AGREEMENT in the event sufficient funds are not appropriated for CAL TRANS. Should CALTRANS exercise its option to withdraw from this AGREEMENT, CALTRANS shall remain responsible for its

share of liability, if any, incurred while participating in this AGREEMENT.


13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this AGREEMENT, except as expressly provided herein.
14. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.
15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.
16. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.
17. This AGREEMENT shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California, except as to the Forest Service and the March Air Reserve Base to whom federal law is applicable.
18. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.
20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such TASK FORCE AGENCY.
21. Duration of Agreement. This AGREEMENT shall terminate June 30, 2010 (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right

to withdraw from the TASK FORCE at any time, upon sixty (60) days' prior written notice to the TASK FORCE. TASK FORCE contingency, projects and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.

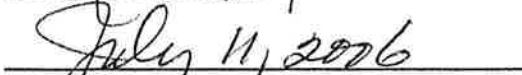
22. Counterparts. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
23. Amendment. This AGREEMENT may not be amended except in a writing signed by all the TASK FORCE AGENCIES.
24. Effective Date. This AGREEMENT shall become effective when it has been executed by all of the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF HEMET




Robin Lowe, Mayor



Date

ATTEST:



Stephen Clayton, City Clerk

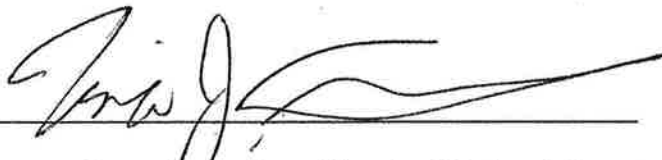
APPROVED AS TO FORM:



Eric S. Vail, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (SAN BERNARDINO AND CLEVELAND
NATIONAL FOREST MANAGEMENT ZONES)**

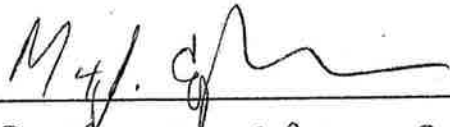
BY  _____
TITLE Forest Supervisor, Cleveland National Forest
DATE June 19, 2006

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (SAN BERNARDINO NATIONAL FOREST
MANAGEMENT ZONE)**

BY 
TITLE DEPUTY FOREST SUPERVISOR
DATE 7/17/06

IN WITNESS WHEREOF, the parties have executed this Agreement entitled
"AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL
TASK FORCE"

MARCH JOINT POWERS AUTHORITY

BY: Philip A. Rego

TITLE: Executive Director

DATE: September 20, 2006

APPROVED AS TO FORM

By: John Pen
Attorney

STATE OF California)

County of Riverside)

On September 20, 2006 before me, Carey L. Allen, Notary Public, personally appeared Philip A Rizzo,


personally known to me

or

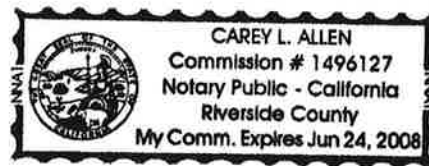
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(s), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Signature of Notary Public



IN WITNESS WHEREOF, the Parties have executed this Agreement entitled
"AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL
TASK FORCE"

US AIR FORCE (MARCH AIR RESERVE BASE)

BY 
JEFFREY K. BARNSON, Col, USAFR

TITLE Commander

DATE JUL 6 2005

APPROVED AS TO FORM

By 
CHRISTOPHER B. BENNETT, Maj, USAF

TITLE Staff Judge Advocate

DATE JUL 6 2005

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY Michael A. Perovich
TITLE CALTRANS DISTRICT 8 DIRECTOR
DATE October 13, 2006

APPROVED AS TO FORM

By [Signature]
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY Michael C. Haynie

TITLE Deputy Regional Manager


DATE March 5, 2007

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

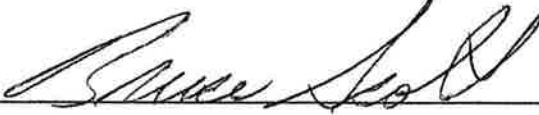
ELSINORE VALLEY MUNICIPAL DISTRICT

BY  _____
TITLE General Manager _____
DATE July 5, 2006 _____

APPROVED AS TO FORM
By  _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

WESTERN RIVERSIDE COUNTY AGRICULTURE COALITION

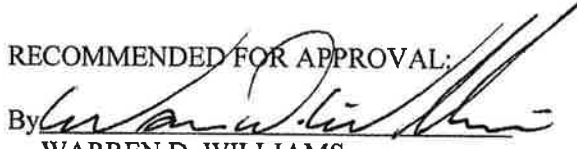
BY 
TITLE WRCAC TMDL Task Force Representative
DATE June 19, 2006

APPROVED AS TO FORM

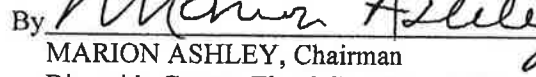
By _____
Attorney

1 IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT
2 TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

3 RECOMMENDED FOR APPROVAL:


4 By 
5 WARREN D. WILLIAMS
6 General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

7 APPROVED AS TO FORM

8 JOE S. RANK
9 County Counsel

10 By 
11 DAVID H.K. HUFF
Deputy County Counsel

ATTEST:

NANCY ROMERO
Clerk of the Board

By 
Deputy

(SEAL)

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IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By _____
LARRY PARRISH
County Executive Officer

By Bob Buster
BOB BUSTER, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM

ATTEST:


JOE S. RANK
County Counsel
By David H.K. Huff
DAVID H.K. HUFF
Deputy County Counsel

NANCY ROMERO
Clerk of the Board
By Nancy Romero
Deputy

(SEAL)

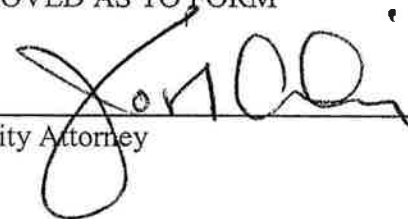
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF BEAUMONT

BY  _____
Mayor

DATE Nov 21, 2006

APPROVED AS TO FORM

By  _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF CANYON LAKE

BY 
Mayor

DATE 7/5/06

APPROVED AS TO FORM

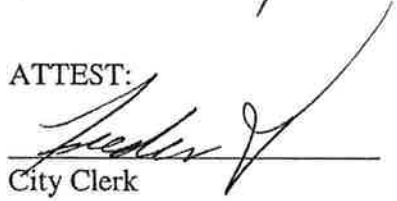
By Elizabeth Martyn
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

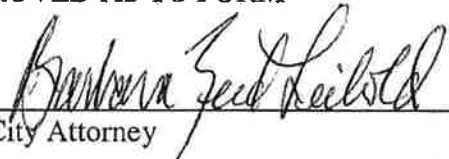
CITY OF LAKE ELSINORE

BY 
Mayor

DATE August 9th 2006

ATTEST:

City Clerk

APPROVED AS TO FORM

By 
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MORENO VALLEY

BY Bonnie Flickinger
Bonnie Flickinger, Mayor

DATE July 17, 2004

ATTEST

By Margaret A. Ayers for
Alice Reed, City Clerk

APPROVED AS TO FORM

By Robert D. Herrick
Bob Herrick, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSIONRE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MURRIETA

BY: 
Mayor

DATE: September 5, 2006

ATTEST: 
City Clerk

APPROVED AS TO FORM

BY: 
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF PERRIS

Daryl R. Busch
Daryl R. Busch, Mayor

Date: 9/18/06

ATTEST:

Judy L. Haughney
Judy L. Haughney, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

for *Anita Lucas, Deputy*
Eric L. Dunn, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

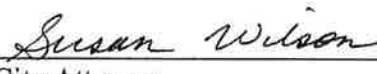
CITY OF RIVERSIDE

BY  Michael J. Beck for
Bradley J. Hudson, City Manager

DATE August 7, 2006

Attest: 
City Clerk

APPROVED AS TO FORM

By 
Dep. City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF SAN JACINTO

BY Dale Stessfeld
Mayor


DATE 7/19/06

APPROVED AS TO FORM

By Jeff Baly
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**SANTA ANA REGIONAL WATER
QUALITY CONTROL BOARD**

BY 
Gerard J. Thibeault
Executive Officer

DATE 7/21/06

APPROVED AS TO FORM

By 
Jorge Leon
Legal Counsel

JEU:cw
P8\
6/6/06