

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

211B



FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey* 9/19/2012
JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 2, 2012

SUBJECT: Agreement To Form The Lake Elsinore and Canyon Lake TMDL Task Force
Districts 1, 3 & 5/ Districts 1, 3 & 5

RECOMMENDED MOTION:

1. Approve the Agreement To Form The Lake Elsinore and Canyon Lake TMDL Task Force between the District and Task Force Agencies; and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

The purpose of the Lake Elsinore/Canyon Lake TMDL Task Force is to facilitate a coordinated and cost effective approach to comply with the Lake Elsinore/Canyon Lake Total Maximum Daily Load (TMDL). The Basin Plan amendment incorporating the TMDL was approved by the Santa Ana Regional Water Quality Control Board (Regional Board) on December 20, 2004.

Continued on Page 2

Warren D. Williams

KEC:bjj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$0.00	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	Variable	For Fiscal Year:	FY 12/13-16/17

SOURCE OF FUNDS: 25190 947560 NPDES Santa Ana Assessment Fund various accounts.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

Dept Recomm.: Policy Policy
Per Exec. Ofc.: Consent Consent

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 2, 2012
xc: Flood, E.O

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 3.3)

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Agreement To Form The Lake Elsinore and Canyon Lake TMDL Task Force

SUBMITTAL DATE: October 2, 2012

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BACKGROUND continued:

The TMDL Agreement requires the San Jacinto Watershed Region Permittees of the Santa Ana Watershed National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (Santa Ana Permit), including the District, City of Beaumont, City of Canyon Lake, City of Hemet, City of Lake Elsinore, City of Menifee, City of Moreno Valley, City of Murrieta, City of Perris, City of Riverside, City of San Jacinto, City of Wildomar and County of Riverside to accomplish certain TMDL Implementation Plan tasks either severally or in cooperation with the other named stakeholders including the California Department of Fish and Game, California Department of Transportation, Eastern Municipal Water District, Elsinore Valley Municipal Water District, March Joint Powers Authority, U.S. Air Force (March Air Reserve Base), Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin) ("Task Force Agencies").

The purpose of this agreement is to continue the Lake Elsinore and Canyon Lake TMDL Task Force ("Task Force"). The Task Force was originally formed in 2006, and the current Cooperative Agreement expired June 30, 2012. The purpose of the Task Force is to implement tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by Task Force Agencies, including:

1. Review and development of recommendations to update the Santa Ana RWQCB TMDL Basin Plan Amendment based on scientific information collected by the Task Force,
2. Implementation of TMDL Implementation Plan Tasks jointly assigned to Task Force stakeholders.
3. Allowing watershed stakeholders to participate in regional 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.

FINANCIAL:

This TMDL Task Force Agreement will expire on June 30, 2017. The Agreement obligates the District to contribute up to \$40,000 annually for Task Force Administration and Water Quality Monitoring starting in Fiscal Year 13/14. The Agreement also allows for the District to choose to additionally support special projects that may be necessary to comply with District's Federal Clean Water Act regulatory requirements related to the Lake Elsinore and Canyon Lake Total Maximum Daily Load. Should the District choose to participate in such projects, that contribution will be addressed in the District's annual budget. Costs for such special projects could raise the annual agreement expenditure to \$500,000. No special projects are identified at this time. The District may additionally have the option to provide in-kind services in-lieu of cash payment for special studies.

KEC:blj

CLERK'S COPY :

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FINAL 6/18/12

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

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

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 and California's Non-point Source Pollution Control Plan 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, 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;

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11.2

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, 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 303(d) list of impaired water bodies;

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;

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

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

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its 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 to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB 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 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 does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB 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;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 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;

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

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

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;

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

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. 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;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. 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",

S. 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;

T. 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;

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

V. 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

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, 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") 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.

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- 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 participating 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.
- (6) Possible administrator of future pollutant trading (water quality trading) agreements.

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 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. 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) 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.

- b. TMDL IMPLEMENTATION PLAN Task 4 - 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.
- c. TMDL IMPLEMENTATION PLAN Task 4 - 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. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.
- d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared 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 Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).
- e. TMDL IMPLEMENTATION PLAN Task 11 - 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: December 31, 2018.
- f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) 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: December 31, 2012.
- 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: December 31, 2012.
- 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. 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. The total Annual 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 ADMINISTRATOR 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 fiscal year 2012-2013 is included as Exhibit "A" to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012-2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, 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 30th of each year, the TASK FORCE ADMINISTRATOR 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:
 - A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .
 - B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.
 - C. 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 ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. 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.

Pro rata cost shares assigned to TASK FORCE AGENCIES who do not pay shall be considered unfunded portions of the BUDGET, and shall be addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. 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 unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.
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 who's 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, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, 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, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB 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, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB 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 each of the CALTRANS as if sufficient funds have been made available to CALTRANS 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 CALTRANS. 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 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, 2017** (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 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.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY _____

DATE _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY _____

DATE _____

CITY OF BEAUMONT

BY _____
Mayor

DATE _____

CITY OF CANYON LAKE

BY _____
Mayor

DATE _____

CITY OF HEMET

BY _____
Mayor

DATE _____

CITY OF LAKE ELSINORE

BY _____
Mayor

DATE _____

CITY OF MENIFEE

BY _____
Mayor

DATE _____

CITY OF MORENO VALLEY

BY _____
Mayor

DATE: _____

CITY OF MURRIETA

BY _____
Mayor

DATE _____

CITY OF PERRIS

BY _____
Mayor

DATE _____

CITY OF RIVERSIDE

BY _____
Mayor

DATE _____

CITY OF SAN JACINTO

BY _____
Mayor

DATE _____

CITY OF WILDOMAR

BY _____
Mayor

DATE _____

COUNTY OF RIVERSIDE

BY _____

DATE _____

**U.S. AIR FORCE
(MARCH AIR RESERVE BASE)**

BY _____

DATE _____

EASTERN MUNICIPAL WATER DISTRICT

BY _____

DATE _____

**WESTERN RIVERSIDE COUNTY
AGRICULTURE COALITION**

BY _____

DATE _____

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

BY _____

DATE _____

**SANTA ANA REGIONAL WATER QUALITY
CONTROL BOARD**

BY _____

DATE _____

MARCH JOINT POWERS AUTHORITY

BY _____

DATE _____

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

BY _____


DATE _____

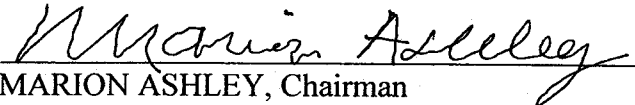
FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 11/17/12
NEAL R. KIPNIS

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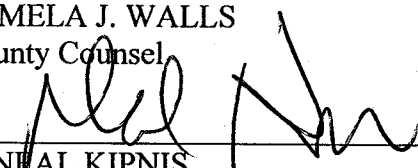
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:


By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel
By 
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

Agreement to Form the Lake Elsinore
and Canyon Lake TMDL Task Force
9/11/12
KEC:blj

Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

**Budget
2012-13**

Part A: Task Force Regulatory/Administrative Budget

1. Task Force Administration	\$ 50,000
Task Force Administrator (LESJWA)	
Annual Water Quality Reporting and Database Management	
Amend Task Force Agreement	
Grant Preparation	
2. TMDL Compliance Expert	\$ 50,000
Risk Sciences	
3. Pollutant Trading Program Development	\$ 60,000
TBD	
4. Contingency (approximately 10% of direct stakeholder expenses)	\$ 16,000
TMDL Task Force Regulatory/Administrative Budget	\$ 176,000

Part B: TMDL Implementation Project Budget

1. TMDL Compliance Monitoring	
<i>Watershed-wide Nutrient Monitoring Program</i>	\$ 85,000
Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	\$ 70,000
Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	\$ -
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	\$ 15,000
Stream gauge O&M (RCFC&WCD)	\$ -
<i>Lake Elsinore Nutrient Monitoring Program</i>	\$ -
Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
<i>Canyon Lake Nutrient Monitoring Program</i>	\$ -
Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	\$ -
2. Lake Elsinore Project Alternatives	
<i>Aeration & Destratification System O&M (to be handled by separate agreement)</i>	
O&M	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
<i>Fishery Management O&M</i>	\$ -
Carp Removal Program	\$ -
Pollutant Trading Administration (3% of O&M Costs)	\$ -
3. Canyon Lake Project Alternatives	\$ 220,000
Permitting	\$ 30,000
O&M Agreement	\$ 20,000
Detailed Design	\$ 150,000
Construction	\$ -
O&M	\$ -
Project Administration (10% of budgeted expenses)	\$ 20,000
Pollutant Trading Administration (3% of O&M Costs)	\$ -
	\$ -
	\$ -
	\$ -
TMDL Task Force Implementation Budget	\$ 305,000

TMDL Task Force Budget : \$ 481,000

Task Force Agency Contributions Summary

Budget
2012-13

1. Task Force Agency Allocation

	Administrative (Part A)	Project Implementation (Part B)	Total
MS4 Co-Permittees (Total)	\$ 105,600	\$ 249,988	\$ 355,588
Riverside County	\$ 18,981	\$ 44,935	\$ 63,916
City of Beaumont	\$ 2,249	\$ 5,324	\$ 7,574
City of Canyon Lake	\$ 1,958	\$ 4,636	\$ 6,595
City of Hemet	\$ 13,087	\$ 30,980	\$ 44,067
City of Lake Elsinore	\$ 6,955	\$ 16,466	\$ 23,421
City of Moreno Valley	\$ 30,284	\$ 71,691	\$ 101,974
City of Murrieta	\$ 375	\$ 888	\$ 1,263
City of Perris	\$ 9,560	\$ 22,632	\$ 32,192
City of Riverside	\$ 1,710	\$ 4,047	\$ 5,757
City of San Jacinto	\$ 6,420	\$ 15,197	\$ 21,617
City of Menifee	\$ 11,796	\$ 27,925	\$ 39,721
City of Wildomar	\$ 2,225	\$ 5,267	\$ 7,492
Elsinore Valley Municipal Water District (EVMWD)	\$ 8,800	\$ 4,250	\$ 13,050
San Jacinto Agricultural Operators	\$ 8,800	\$ 19,478	\$ 28,278
San Jacinto Dairy & CAFO Operators	\$ 8,800	\$ 10,034	\$ 18,834
CALTRANS - freeway	\$ 8,800	\$ 4,250	\$ 13,050
CA DF&G - San Jacinto Wetlands	\$ 8,800	\$ 4,250	\$ 13,050
Eastern Municipal Water District	\$ 8,800	\$ 4,250	\$ 13,050
March Air Reserve Base Joint Powers Authority	\$ 8,800	\$ 4,250	\$ 13,050
US Air Force (March Air Reserve Base)	\$ 8,800	\$ 4,250	\$ 13,050
Total Funding Required	\$ 176,000	\$ 305,000	\$ 481,000

Notes:

Task Force Administration

- Organize and facilitate TMDL TASK FORCE and TAC meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
- Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

- Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
- Develop implementation strategy to address TMDL compliance with nutrient targets
- Plan and prepare Basin Plan Amendment for TMDL
- Sub-contract out pollutant trading agreement preparation by consultant

Task Force Agency Contributions Detailed Tables**Part A: Task Force Regulatory/Administrative Budget****Task Force Regulatory/Administrative Expenses**

	Allocation
MS4 Co-Permittees	\$ 105,600
Riverside County	\$ 18,981
City of Beaumont	\$ 2,249
City of Canyon Lake	\$ 1,958
City of Hemet	\$ 13,087
City of Lake Elsinore	\$ 6,955
City of Moreno Valley	\$ 30,284
City of Murrieta	\$ 375
City of Perris	\$ 9,560
City of Riverside	\$ 1,710
City of San Jacinto	\$ 6,420
City of Menifee	\$ 11,796
City of Wildomar	\$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	\$ 8,800
San Jacinto Agricultural Operators	\$ 8,800
San Jacinto Dairy & CAFO Operators	\$ 8,800
CALTRANS - freeway	\$ 8,800
CA DF&G - San Jacinto Wetlands	\$ 8,800
Eastern Municipal Water District	\$ 8,800
March Air Reserve Base Joint Powers Authority	\$ 8,800
US Air Force (March Air Reserve Base)	\$ 8,800
Funding Required	\$ 176,000

Part B: TMDL Implementation Project Budget**TMDL Compliance Monitoring Expenses****Watershed-wide Nutrient Monitoring Program**

	Allocation
MS4 Co-Permittees	\$ 51,000
Riverside County	\$ 9,167
City of Beaumont	\$ 1,086
City of Canyon Lake	\$ 946
City of Hemet	\$ 6,320
City of Lake Elsinore	\$ 3,359
City of Moreno Valley	\$ 14,626
City of Murrieta	\$ 181
City of Perris	\$ 4,617
City of Riverside	\$ 826
City of San Jacinto	\$ 3,100
City of Menifee	\$ 5,697
City of Wildomar	\$ 1,075
Elsinore Valley Municipal Water District (EVMWD)	\$ 4,250
San Jacinto Agricultural Operators	\$ 4,250
San Jacinto Dairy & CAFO Operators	\$ 4,250
CALTRANS - freeway	\$ 4,250
CA DF&G - San Jacinto Wetlands	\$ 4,250
Eastern Municipal Water District	\$ 4,250
March Air Reserve Base Joint Powers Authority	\$ 4,250
US Air Force (March Air Reserve Base)	\$ 4,250
Funding Required	\$ 85,000

Lake Elsinore Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ -
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	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -

Funding Required \$ -

Canyon Lake Nutrient Monitoring Program

Allocation

MS4 Co-Permittees	\$ -
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	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -

Funding Required \$ -

Lake Elsinore Project Alternatives
Aeration & Destratification System O&M

	Allocation
MS4 Co-Permittees	\$ -
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	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Lake Elsinore Project Alternatives
Fishery Management O&M

	Allocation
MS4 Co-Permittees	\$ -
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	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ -
San Jacinto Dairy & CAFO Operators	\$ -
CALTRANS - freeway	\$ -
CA DF&G - San Jacinto Wetlands	\$ -
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	\$ -
US Air Force (March Air Reserve Base)	\$ -
Funding Required	\$ -

Canyon Lake Project Alternatives

	Allocation
MS4 Co-Permittees	\$ 198,988
Riverside County	\$ 35,767
City of Beaumont	\$ 4,238
City of Canyon Lake	\$ 3,690
City of Hemet	\$ 24,660
City of Lake Elsinore	\$ 13,106
City of Moreno Valley	\$ 57,065
City of Murrieta	\$ 707
City of Perris	\$ 18,015
City of Riverside	\$ 3,221
City of San Jacinto	\$ 12,097
City of Menifee	\$ 22,228
City of Wildomar	\$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	\$ -
San Jacinto Agricultural Operators	\$ 15,228
San Jacinto Dairy & CAFO Operators	\$ 5,784
CALTRANS - freeway	
CA DF&G - San Jacinto Wetlands	
Eastern Municipal Water District	\$ -
March Air Reserve Base Joint Powers Authority	
US Air Force (March Air Reserve Base)	
	\$ 220,000

Cost formula : based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San Jacinto Agricultural Nutrient Reduction Plan

Task Force Agency Contributions Detailed Tables

	Allocation
MS4 Co-Permittees (Total)	\$ 355,588
Task Force Regulatory/Administrative Expenses	\$ 105,600
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 51,000
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 198,988
Riverside County	
	\$ 63,916
Task Force Regulatory/Administrative Expenses	\$ 18,981
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 9,167
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 35,767
City of Beaumont	
	\$ 7,574
Task Force Regulatory/Administrative Expenses	\$ 2,249
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 1,086
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 4,238
City of Canyon Lake	
	\$ 6,595
Task Force Regulatory/Administrative Expenses	\$ 1,958
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 946
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 3,690

City of Hemet	\$ 44,067
Task Force Regulatory/Administrative Expenses	\$ 13,087
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 6,320
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 24,660
City of Lake Elsinore	
	\$ 23,421
Task Force Regulatory/Administrative Expenses	\$ 6,955
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 3,359
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 13,106
City of Moreno Valley	
	\$ 101,974
Task Force Regulatory/Administrative Expenses	\$ 30,284
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 14,626
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 57,065
City of Murrieta	
	\$ 1,263
Task Force Regulatory/Administrative Expenses	\$ 375
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 181
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 707

City of Perris	\$ 32,192
Task Force Regulatory/Administrative Expenses	\$ 9,560
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,617
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 18,015
City of Riverside	
Task Force Regulatory/Administrative Expenses	\$ 5,757
Task Force Regulatory/Administrative Expenses	\$ 1,710
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 826
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 3,221
City of San Jacinto	
Task Force Regulatory/Administrative Expenses	\$ 21,617
Task Force Regulatory/Administrative Expenses	\$ 6,420
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 3,100
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 12,097
City of Menifee	
Task Force Regulatory/Administrative Expenses	\$ 39,721
Task Force Regulatory/Administrative Expenses	\$ 11,796
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 5,697
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 22,228

City of Wildomar	\$ 7,492
Task Force Regulatory/Administrative Expenses	\$ 2,225
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 1,075
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	
	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
San Jacinto Agricultural Operators	
	\$ 28,278
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 15,228
San Jacinto Dairy & CAFO Operators	
	\$ 18,834
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ 5,784

CALTRANS - freeway	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
CA DF&G - San Jacinto Wetlands	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
Eastern Municipal Water District	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
March Air Reserve Base Joint Powers Authority	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -
US Air Force (March Air Reserve Base)	\$ 13,050
Task Force Regulatory/Administrative Expenses	\$ 8,800
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	\$ 4,250
Lake Elsinore Nutrient Monitoring Program	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	\$ -
Fishery Management O&M	\$ -
Canyon Lake Project Alternatives	\$ -

Total: \$ 481,000

PROJECTED - Task Force Agency Contributions through FY 2010-11

	Cummulative Credit / (Debit)
MS4 Co-Permittees (Total)	\$ 359,205
Riverside County	\$ 72,513
City of Beaumont	\$ 5,009
City of Canyon Lake	\$ 5,384
City of Hemet	\$ 33,909
City of Lake Elsinore	\$ 106,017
City of Moreno Valley	\$ 77,550
City of Murrieta	\$ 2,247
City of Perris	\$ 23,561
City of Riverside	\$ 3,642
City of San Jacinto	\$ 15,348
City of Menifee	\$ 11,798
City of Wildomar	\$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	\$ 91,830
San Jacinto Agricultural Operators	\$ 28,985
San Jacinto Dairy & CAFO Operators	\$ 16,452
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 Credits	\$ 855,677

