Imported Water Recharge Workgroup
Cooperative Agreement Meeting

Monday, March 5, 2018
1 – 2:30 PM
11615 Sterling Ave, Riverside, CA 92503

AGENDA

1. Call to Order/Introductions

2. Review and Update the Agreement:
   • Types of Groundwater Models That May Be Used

3. Review and Update Timing and Frequency:
   • Groundwater Recharge Reporting
   • Groundwater Modeling Reporting

4. Review: List of Agencies Listed as Signatories

5. Discussion: Inclusion of Agreement Provisions to Address Ongoing Administrative Support

6. Schedule next meeting

7. Adjourn

ADA Compliance: SAWPA’s meeting rooms are wheelchair accessible. Any person with a disability who requires special accommodations in order to participate in this meeting should contact Workgroup Secretary Dawna Munson at 951.354.4247, or dmunson@sawpa.org at least 48 hours prior to the meeting to request a disability-related modification or accommodation.
COOPERATIVE AGREEMENT
TO PROTECT WATER QUALITY AND ENCOURAGE THE CONJUNCTIVE USES OF IMPORTED WATER IN THE SANTA ANA RIVER BASIN

This Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin ("Agreement") is entered into and effective this 18 day of January, 2007 by and among the California Regional Water Quality Control Board, Santa Ana Region (the "Regional Board") and the entities listed in paragraph 11(n) below. The Regional Board and each of the entities listed in paragraph 11(n) below are individually referred to as a "Party" and are collectively referred to as the "Parties."

Recitals

A. Water imported to the Santa Ana River Region, as defined in Water Code section 13200(e) (the "Region"), from the State Water Project, the Colorado River and other sources, and to groundwater basins within the Region from other groundwater basins within the Region, is vital to meet present and future demands for water within the Region. Such water is directly used; injected or percolated within groundwater basins; stored in a groundwater basin for later use; may be combined with or used in addition to the native groundwater supplies in a basin; may be exported/imported from one basin to another; and after consumptive use may form a portion of the wastewater that is treated, recharged and reused within the Region. Such conjunctive uses of surface water and groundwater within the Region have been contemplated by the State of California at least since the issuance of the original California Water Plan in 1957 and the adoption by the State Water Quality Control Board of Resolution No. 64-1.

B. The Regional Board is charged by statute with adopting such water quality objectives as may be required to protect the beneficial uses of water within the Region. In particular, the long-term conjunctive use of groundwater in the Region requires that the quality of water in groundwater basins in the Region be managed to meet the water quality objectives for nitrogen and total dissolved solids (collectively, the "Salinity Objectives") adopted by the Regional Board in the 1995 Water Quality Control Plan for the Santa Ana River Basin, as amended in 2004 by R8 2004-0001 (the "Basin Plan").

C. The Salinity Objectives presently included in the Basin Plan are the result of a multi-year, multi-million dollar cooperative effort among many of the Parties. The Salinity Objectives are a product of the best scientific and technical information available.

D. The Legislature has declared that the facilitation of voluntary transfers of water and water rights is the established policy of the State. The Legislature has further declared that voluntary water transfers between water users can result in a more efficient use of water and can allow more intensive use of developed water resources so as to conserve all available water resources. The Legislature has directed the Regional Board to encourage voluntary transfers of water and water rights.

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E. The Parties disagree whether the Regional Board may regulate the conjunctive uses of imported water in the Region by means of general waste discharge requirements. Some of the Parties believe the Regional Board lacks authority to regulate the conjunctive uses of water in the Region because, they contend, such water does not constitute “waste” as defined in Water Code section 13050(d); the Regional Board and other Parties believe the Regional Board has such authority.

F. To avoid costly and time-consuming litigation brought to resolve the scope of the Regional Board’s authority to regulate imported water and without prejudice to the Parties’ competing views on this question, the Parties wish to act cooperatively with the goal of achieving compliance with the Salinity Objectives without the necessity of general waste discharge requirements.

G. The Parties wish to memorialize the terms of their cooperative effort by means of this Agreement.

Agreements

1. Purpose of Agreement

This Agreement is intended to allow the Parties to monitor and improve water quality within the Santa Ana River Region in a manner that is consistent both with adopted water quality objectives and with the needs of the inhabitants of the Region for a reliable supply of water.

This Agreement is limited in scope to compliance with, and implementation of the Salinity Objectives.

2. Parties

The Regional Board or any public agency or non-profit mutual water company that imports water to the Region, exports/imports water between basins within the Region, recharges such imported water within the Region, delivers such imported water for potable use within the Region, or treats and/or recharges wastewater within the Region that includes imported water may become a Party to this Agreement.

3. Term of Agreement

This Agreement will have an initial term of 10 years and shall automatically renew for subsequent 10-year periods, provided that any Party may withdraw at any time by providing one year’s written notice of withdrawal to all other Parties.

4. Preparation of Triennial Water Quality Report

The Parties that intentionally recharge imported water within the Santa Ana Region (the “Recharging Parties”) agree voluntarily to collect, compile and analyze the N/TDS water quality data necessary to determine whether the intentional recharge of imported water in the Region may have a significant adverse impact on compliance with the Salinity Objectives within

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the Region. To that end, the Recharging Parties will collect, compile and analyze such N/TDS water quality data and prepare, within eighteen months from the effective date of this Agreement and every three years thereafter, a report containing the following information:

a. A summary of the then-current ambient water quality in each groundwater management zone and a comparison of that ambient water quality with the Salinity Objectives. The Recharging Parties shall calculate ambient water quality for each groundwater management zone in a manner that allows for a technically valid comparison with the Salinity Objectives.

b. A summary of the amount and quality of imported water recharged in each groundwater management zone during the previous three-year period.

c. The initial report and each report prepared at six-year intervals thereafter will include a projection of ambient water quality in each groundwater management zone for the subsequent 20 years.

(1) The projection of ambient water quality for each groundwater management zone will be based upon professionally accepted modeling techniques, will reasonably account for surface fluxes of salt input, will reflect the effects of all existing and reasonably foreseeable recharge projects for which there is a certified environmental document and will compare baseline ambient water quality with the Salinity Objectives.

(2) The projections for different groundwater management zones may be based on different modeling techniques.

(3) Each report that includes a 20-year projection of ambient water quality will also present a comparison of then-current water quality in each groundwater management zone with the ambient water quality projection made six years earlier, together with an evaluation of the reason(s) for any differences.

The Recharging Parties will agree among themselves regarding the manner in which they will prepare the report and the manner in which they will share the cost of preparing the report. The Recharging Parties will circulate a draft version of each report to all other Parties for review and written comments for at least a 45-day period. The Recharging Parties shall consider written comments received on the draft report in preparing the final report. Upon completion of the final report, the Recharging Parties shall promptly lodge the final report with the Regional Board.

5. **CEQA Review of Proposed Projects**

Each Recharging Party agrees that, when it serves as a lead agency under the California Environmental Quality Act ("CEQA") for a proposed project involving the recharge of imported water within the Region, it will analyze that project as follows:
The environmental document will include the water quality data compiled in the most recent triennial report to the Regional Board (see paragraph 4 above) in the analysis of the potential impacts of the proposed project.

The environmental document will incorporate professionally acceptable modeling techniques. The Parties agree that the following models meet this standard:

(1) The Wildermuth models used to establish maximum benefit objectives.

(2) The Orange County Basin Groundwater Model.


(4) The Chino Basin Watermaster/Inland Empire Utilities Agency model.

(5) The Beaumont-Cherry Valley model for the Beaumont management zone

(6) Eastern Municipal Water District’s San Jacinto Groundwater Model.

(7) Elsinore Valley Municipal Water District’s Elsinore Basin Groundwater Model.

(8) The USGS model of the Beaumont Basin (with MT3D package or equivalent added).

Updates/refinements of these models are presumed to be professionally acceptable.

A Recharging Party may base its environmental analysis on a model other than those described above if that model has been presented to the Regional Board at least 180 days prior to the release of the draft environmental document and there has been a determination by the Regional Board or its staff that the alternative model is acceptable.

(1) The Regional Board agrees that an alternative model is acceptable for purposes of this Agreement if the proponent of that model can demonstrate with reasonable certainty that the relative error of the model’s calibration for the groundwater management zones in question for a reasonable base period is ± 10% or less when compared with existing groundwater data.

(2) The provisions of the immediately preceding paragraph are not to be construed to preclude other means or methodologies for an alternative model’s proponent to demonstrate to the Regional Board that an alternative model is acceptable for purposes of this Agreement.
(3) If an alternative model has not been deemed acceptable by the Regional Board or its staff and a lead agency wishes to include results from that model in the environmental document, the lead agency shall include results from both the alternative model and one of the pre-approved models in the environmental document.

d. The environmental document will include the following analyses:

(1) A summary of the condition of the groundwater management zones, as reflected in the most recent triennial report to the Regional Board, that might be affected by the project.

(2) A 20-year projection of water quality in the groundwater management zone with the proposed project and a comparison of that water quality with conditions expected without the project.

(3) A comparison of the 20-year water quality projection for conditions with the proposed project with the Salinity Objectives for the groundwater management zone.

(4) A description and evaluation of any measures proposed to mitigate the potential effects of the proposed project.

e. The draft environmental document will be circulated to all Parties.

f. Each Recharging Party agrees to adopt the operative guidelines contained in this paragraph 5 as part of its CEQA implementing procedures pursuant to section 15022 of the CEQA Guidelines.

g. The environmental document shall include, if required under CEQA, an effective mitigation monitoring and reporting plan that enables the lead agency to demonstrate compliance with applicable regulatory standards and any performance standards adopted in the environmental document.

6. Basin Planning Updates

The Regional Board will review and, if appropriate, revise water quality objectives for the purpose of facilitating the recharge of imported water in groundwater management zones within the Region. The Parties agree to cooperate in such efforts and agree to work cooperatively to develop a program that addresses the use and allocation of assimilative capacity as part of overall Basin planning and management.

7. Enforcement

If the Recharging Parties fail timely to prepare the triennial report described in paragraph 4 above or if a Recharging Party fails to include the analyses described in paragraph 5 above in an environmental document prepared in connection with a proposed project involving the recharge of imported water, then any other Party may enforce the terms of this Agreement as...

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follows.

If the dispute relates to the triennial report on water quality, the Regional Board will hold a hearing asking the Recharging Parties to provide an explanation for the delay or failure to prepare the report. Such a hearing will precede an action for specific performance of the terms of this Agreement by the Regional Board. In the event that the dispute relates to the failure of a Party to provide the appropriate analysis in an environmental document, that dispute will be addressed by the Party(ies) using the remedies available under CEQA.

The Parties recognize that nothing in this Agreement can or is intended to divest the Regional Board of its authority under the Porter-Cologne Water Quality Control Act. Furthermore, nothing in this Agreement shall be construed as a waiver by any Party of any remedies it may have against a non-Party for interference with the implementation of this Agreement.

8. **Books and Records**

Each Party shall have access to and the right to examine any of the other Parties’ pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party’s obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records for at least four years after the termination of this Agreement to facilitate such review. Access to each Party’s books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

9. **No Admissions**

Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the authority of the Regional Board to regulate the importation of water to the Region. The Parties agree that Evidence Code sections 1152 and 1154 render this Agreement inadmissible as evidence against any of the Parties in any adjudicative proceeding, except a proceeding to enforce or interpret the terms or conditions of this Agreement.

10. **Preservation of Rights**

The Parties agree that this Agreement is in settlement of a dispute and preserves all rights of the Parties as they may exist as of the effective date of this Agreement.

11. **General Provisions**

a. **Authority.** Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. **Amendments.** This Agreement may only be amended with the approval of all Parties.
c. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Riverside, California.

d. **Representations and Warranties.** Each representation and warranty contained herein or made pursuant hereto shall be deemed to be material and to have been relied upon and shall survive the execution, delivery and termination of this Agreement.

e. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

f. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

g. **Advice of Counsel; Drafting by Negotiations.** This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement. Each Party represents that it has sought and obtained any legal advice it deems necessary from its own separate counsel before entering into this Agreement.

h. **Waiver.** No waiver of any violation or breach of this Agreement shall be considered to be a waiver of any other violation or breach of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

i. **Severability.** If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

j. **Compliance with Laws.** In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

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k. **No Third-Party Beneficiaries.** This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

l. **Necessary Actions.** Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

m. **Counterparts.** This Agreement may be executed in one or more counterparts, which may be executed and delivered via facsimile transmission, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

n. **Notices.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

California Regional Water Quality Control Board
Santa Ana Region
3737 Main St., Suite 500
Riverside, CA 92501
(951) 782-4130 ph
(951) 781-6288 fax

CITY OF CORONA

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882-2187
(951) 736-2239 ph
(951) 736-2231 fax
```
CITY OF RIVERSIDE

City of Riverside
5950 Acorn Street
Riverside, CA 92504-1036
(951) 351-6080 ph
(951) 351-6267 fax

EASTERN MUNICIPAL WATER DISTRICT

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570
P.O. Box 8300
Perris, CA 92572-8300
(951) 928-3777 ph
(951) 928-6177 fax

ELSIMORE VALLEY MUNICIPAL WATER DISTRICT

Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530
P.O. Box 3000
Lake Elsinore, CA 92531-3000

ORANGE COUNTY WATER DISTRICT

Orange County Water District
10500 Ellis Avenue
Fountain Valley, CA 92708-6921
P.O. Box 8300
Fountain Valley, CA 92728-8300
(714) 378-3200 ph
(714) 378-3371 fax

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

San Bernardino Valley Municipal Water District
1350 South “E” Street
San Bernardino, CA 92408-2725
P.O. Box 5906
San Bernardino, CA 92412-5906
(909) 387-9200 ph
(909) 387-9247 fax
SAN GORGONIO PASS WATER AGENCY

San Gorgonio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
(951) 845-2577 ph
(951) 845-0281 fax

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District
450 E. Alessandro Blvd.
Riverside, CA 92508-2449
P.O. Box 5286
Riverside, CA 92517-5286
(951) 789-5000 ph
(951) 780-3837 fax

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

By: [Signature]
Title: Executive Officer

CITY OF CORONA

By: [Signature]
Title: CITY MANAGER
Beth Groves

APPROVED AS TO FORM ONLY:

By:

APPROVED AS TO FORM ONLY:

By: [Signature]
Best Best & Krieger, LLP
City of Corona Counsel

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SAN GORGONIO PASS WATER AGENCY

San Gorgonio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
(951) 845-2577 ph
(951) 845-0281 fax

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District
450 E. Alessandro Blvd.
Riverside, CA 92508-2449
P.O. Box 5286
Riverside, CA 92517-5286
(951) 789-5000 ph
(951) 780-3837 fax

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

By: ___________________________
Title:

CITY OF CORONA

By: ____________________________
Title: CITY MANAGER
Beth Groves

APPROVED AS TO FORM ONLY:

By: ____________________________

APPROVED AS TO FORM ONLY:

By: ____________________________
Best Best & Krieger, LLP
City of Corona Counsel

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CITY OF RIVERSIDE

By: ___________________
Title: ___________________

Attest: ___________________
City Clerk

EASTERN MUNICIPAL WATER DISTRICT

By: ___________________
Title: ___________________

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: ___________________
Title: ___________________
CITY OF RIVERSIDE

By: __________________________
    Title: _______________________

EASTERN MUNICIPAL WATER DISTRICT

By: __________________________
    Title: _______________________

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: __________________________
    Title: _______________________

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CITY OF RIVERSIDE

By: __________________________
Title: _________________________

EASTERN MUNICIPAL WATER DISTRICT

By: __________________________
Title: _________________________

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: __________________________
Title: General Manager
APPROVED AS TO FORM ONLY:

By:

ORANGE COUNTY WATER DISTRICT

By: ____________________________
Title: President

By: ____________________________
Title: Acting General Manager

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: ____________________________
Title:

SAN GORGONIO PASS WATER AGENCY

By: ____________________________
Title:
ORANGE COUNTY WATER DISTRICT

By: __________________________
   Title: _______________________

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: __________________________
   Title: President

SAN GORGONIO PASS WATER AGENCY

By: __________________________
   Title: _______________________

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ORANGE COUNTY WATER DISTRICT

By: ______________________
   Title:

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By: ______________________
   Title:

SAN GORGONIO PASS WATER
AGENCY

By: ______________________
   Title: General Manager

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APPROVED AS TO FORM ONLY:

By: [Signature]

Donald D. Galleano
President, Board of Directors

WESTERN MUNICIPAL WATER DISTRICT

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APPROVED AS TO FORM ONLY:

By: __________________________

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

By: __________________________
Title: GENERAL MANAGER
AGREEMENT TO FORM A TASK FORCE
TO CONDUCT A
BASIN MONITORING PROGRAM FOR
NITROGEN AND TOTAL DISSOLVED SOLIDS
IN THE SANTA ANA RIVER WATERSHED
(BASIN MONITORING PROGRAM)

THIS AGREEMENT is made and entered into this 10th day of August, 2004 by and among the following entities, which are hereinafter sometimes referred to collectively as "TASK FORCE AGENCIES" or individually as TASK FORCE AGENCY" ("AGREEMENT"). This AGREEMENT is also by and between the Santa Ana Watershed Project Authority ("SAWPA") and the TASK FORCE AGENCIES as to SAWPA's role as Task Force Administrator. The following public agencies are the "TASK FORCE AGENCIES":

- Orange County Water District
- Eastern Municipal Water District
- City of Corona
- City of Riverside
- Yucaipa Valley Water District
- Lee Lake Water District
- Chino Basin Watermaster
- City of Redlands
- San Timoteo Watershed Management Authority
- Inland Empire Utilities Agency
- City of Rialto
- Elsinore Valley Municipal Water District
- Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation Authority
- Jurupa Community Services District
- City of Beaumont
- Irvine Ranch Water District
- Western Riverside County Regional Wastewater Authority

I. RECITALS

A. Background. In December 1995, the Nitrogen TDS Task Force, consisting of 22 water resource agencies in the Santa Ana Watershed, was formed to oversee a study to evaluate the impacts of Total Inorganic Nitrogen (TIN) and Total Dissolved Solids (TDS) on water resources in the Santa Ana River Watershed. The study was completed in mid-2003. On January 22, 2004, the Santa Ana Regional Water Quality Control Board ("RWQCB") incorporated the results of the Nitrogen TDS Task Force study into a Basin Plan Amendment for Nitrogen and TDS and adopted the Basin Plan Amendment. The TASK FORCE AGENCIES were named in that Basin Plan Amendment as responsible for conducting various monitoring programs and analyses to support the results defined in the Basin Plan Amendment. The monitoring programs and analyses are described as follows:

a. TDS/Nitrogen Monitoring Program for Santa Ana River Reaches 2, 4 and 5. The implementation of a TDS/Nitrogen monitoring program for the Santa Ana River Reaches 2, 4 and 5 is necessary to assure compliance with both surface water objectives of the defined river reaches and groundwater objectives underlying the river reaches to protect downstream...
Orange County groundwater. Compliance with the Reach 2 TDS objective can be determined by evaluation of data collected by the Santa Ana River Watermaster, Orange County Water District, the United States Geological Survey, and others.

b. Watershed-wide TDS/Nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. The implementation of a watershed-wide TDS/Nitrogen groundwater monitoring program is necessary to assess current water quality, to determine whether TDS and Nitrate-Nitrogen water quality objectives for management zones are being met or exceeded, and to update assimilative capacity findings. Groundwater monitoring is also needed to fill data gaps for those management zones with insufficient data to calculate TDS and Nitrate-Nitrogen historical quality and current quality. Groundwater monitoring is needed to assess the effects of publicly-owned treatment plants ("POTW") discharges to surface waters on affected groundwater. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005.

The RWQCB has indicated that the watershed-wide TDS/Nitrogen monitoring program should be conducted every three years to determine the current ambient groundwater quality in the watershed for TDS and Nitrogen. The SAR Reaches 2, 4 and 5 monitoring programs shall be conducted annually. The results of all monitoring programs defined in annual reports will be submitted to the RWQCB.

B. The Purpose of the Task Force Agreement. The purpose of this Task Force Agreement is to form a task force to oversee and conduct the necessary studies for the Basin Monitoring Program as defined in the RWQCB’s Basin Plan Amendment. The Task Force is proposed to consist of the TASK FORCE AGENCIES to direct the study and fund it on an equitable basis to be determined by the Task Force.

C. Memorandum of Agreement on Nitrogen Loss Monitoring Program. Some of the TASK FORCE AGENCIES have entered into a separate agreement to conduct a one year Nitrogen Loss Monitoring Program in the Santa Ana River Watershed which, while related to the work in this AGREEMENT, is to be funded separately by those TASK FORCE AGENCIES who are parties to that Agreement, and shall be governed separately by the parties to that Agreement.

II. COVENANTS

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

   There is hereby created a "Task Force to conduct a Basin Monitoring Program for Nitrogen and Total Dissolved Solids in the Santa Ana River Watershed" initially consisting of the TASK FORCE AGENCIES and other entities as more specifically provided for in paragraph 3 below.
2. **Purpose of the Task Force.**
The purpose of the Task Force is to provide oversight and supervision of the work that is described herein.

3. **Membership and Organization.**
   a. **Regular Members.** Concurrently with the execution of this AGREEMENT, each of the TASK FORCE AGENCIES shall appoint one regular representative to the Task Force and one alternate representative to act in the absence of the regular representative. The representatives must be vested with the authority to act on behalf of the appointing TASK FORCE AGENCY, but only as provided for in this AGREEMENT. No actions by the TASK FORCE AGENCIES shall bind the TASK FORCE AGENCIES, except as explicitly provided for in this AGREEMENT. The identity of the appointed representatives shall be promptly communicated in writing to SAWPA. The representatives shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause; 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 public agencies as additional TASK FORCE AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all 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 public agencies as additional TASK FORCE AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall appoint their Task Force representatives and alternates as provided in Section 3.a. above or in said written amendment.

   c. **Advisory Members.** The Task Force may, from time to time, seek the advice and counsel of regulatory or special interest agencies, which agencies may serve as Advisory Members to the Task Force. Such Advisory Members shall have no obligation to provide funding and no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, is hereby appointed as an Advisory Member of the Task Force. Additional Advisory Members may be appointed by a majority vote of the Task Force representatives.

   d. **Committees.** The Task Force may establish committees, consisting of members who shall be selected by, and serve at the pleasure of the Task Force.

   e. **Task Force Administrator.** SAWPA, acting through its Planning Department staff, is hereby appointed as the Task Force Administrator for purposes of this Task Force Agreement. SAWPA shall have the following administrative responsibilities and shall be reimbursed for time expended on behalf of the Task Force at SAWPA's rate for salary, overhead, burden (as shown in Exhibit “A”), and cost of materials, and including costs for:
(1) Organizing and facilitating Task Force meetings;

(2) Secretarial, clerical, and administrative services;

(3) Management of Task Force funds and provide annual reports of Task Force assets and expenditures;

(4) Hire Task Force-authorized consultants.

(5) Hire SAWPA-approved consultant to provide technical review of Watershed-wide TDS/nitrogen groundwater monitoring program.

SAWPA, as the Task Force Administrator, will act as the contracting party for the benefit of Task Force, for contracts with all Task Force consultants or contractors. SAWPA will not contract, direct, instruct, or guide such consultants or contractors on behalf of the Task Force or use funds provided by the Task Force without approval of, or guidance from, the Task Force representatives in accordance with Sections 3.f(2), 5 and 6 of this AGREEMENT. SAWPA will provide project management for work performed by such consultants or contractors.

f. Meetings of the Task Force.

(1) **Frequency and Location.** The first Task Force meeting shall be held at the office of SAWPA, at which time the Task Force shall agree upon the time and place of 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. All meetings of the Task Force or its Committees shall be noticed and conducted in compliance with California’s Open Meeting Laws.

(2) **Quorum.** A majority of the representatives of the Task Force shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the Task Force. Each TASK FORCE AGENCY shall have one vote. 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 and applicable law.

(3) **Meeting Minutes.** SAWPA shall keep, or cause to be kept, minutes of the Task Force meetings including any handout materials used. Copies of the minutes and handouts will be delivered to the Task Force representatives, each TASK FORCE AGENCY, and the Advisory Members.

(4) **Task Force Chair.** At the first official meeting of the Task Force following execution of this AGREEMENT by all TASK FORCE AGENCIES a chair shall be selected by the Task Force representatives. The term of the chair shall be one year and shall be rotated among the Task Force representatives.
4. Duties of the Task Force.
   a. Conduct Watershed-wide TDS/Nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. Hire consultant to perform, authorize, direct, and supervise the "project scope of work". The first component of the scope of work is described in that certain report entitled, "RWQCB Basin Plan Amendment Required Monitoring and Analyses, Recomputation of Ambient Water Quality for the Period 1984 to 2003, Final Work Plan" dated February 2004 (hereafter "Study"), which is incorporated herein by this reference. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005. An update and recomputation of the ambient water quality will be conducted every three years thereafter by the Task Force.

   b. Conduct TDS/Nitrogen Monitoring Program for Santa Ana River, Reaches 2, 4, and 5. Hire consultant to implement a monitoring program and prepare annual reports that will provide an evaluation of compliance with the TDS and Nitrogen objectives for Reaches 2, 4 and 5 of the Santa Ana River. The reports will be provided to the RWQCB by April 15th of each year.

   c. Termination of Projects or Studies. The TASK FORCE AGENCIES hereby agree that the Task Force shall have the discretion to terminate its projects or studies in the event a consensus of the TASK FORCE AGENCIES cannot be maintained during the course of the Task Force projects or studies.

5. Budgets.
   On or before January 1st of each year, SAWPA shall prepare and submit a Task Force budget for the next fiscal year to the Task Force and TASK FORCE AGENCIES. The proposed budget shall include all anticipated costs and fees for the scope(s) of work developed by the Task Force for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated scopes of work, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include as a separate item in such proposed budgets costs of SAWPA administrative services. The proposed budget shall include a detailed description of all work to be accomplished with the budget. The budgets shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Each TASK FORCE AGENCY shall approve and pay, in advance on or before January 1st of each year, its pro-rata share of the Task Force proposed budget for the next fiscal year. The pro-rata share of such costs and fees for each TASK FORCE AGENCY will be as described in EXHIBIT "B", attached hereto and made a part of this AGREEMENT. Said EXHIBIT "B" shall be renewed each fiscal year to reflect the final budget and the participating TASK FORCE AGENCIES of that fiscal year, and any other factor that may affect the pro-rata share of such costs and fees for each TASK FORCE AGENCY for that fiscal year. EXHIBIT "A" includes by its attachment the funding sources for Fiscal Year (July 1st to June 30th) 2004-2005, and a budget for that fiscal year shall be adopted by the Task Force and TASK FORCE AGENCIES after this AGREEMENT has been fully executed. In the event that any TASK FORCE AGENCY withdraws from the Task Force, the budget then in effect shall be adjusted in order to provide for any funding shortfall caused by such withdrawal.
6. **Contracting.**
Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by TASK FORCE AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the TASK FORCE AGENCIES.

7. **Duration of Agreement.**
This AGREEMENT shall not terminate unless by mutual agreement of the 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 terminate at anytime, upon sixty (60) days' written notice to the Task Force. Task Force projects and studies already undertaken on behalf of TASK FORCE AGENCIES at the time of withdrawal by a TASK FORCE AGENCY shall be fully funded by the TASK FORCE AGENCIES, including the withdrawing TASK FORCE AGENCY, at the time projects or studies are approved by the Task Force for implementation. A withdrawing TASK FORCE AGENCY shall not be entitled to any refund for programs or studies already underway. Any refund of surplus funds due to the withdrawing TASK FORCE AGENCY shall be paid sixty (60) days after completion of tasks, projects and studies undertaken or in progress.

8. **Ownership of Documents.**
All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of TASK FORCE AGENCIES, individually and collectively. Provided, however, that any withdrawn TASK FORCE AGENCY shall only be entitled to such work or deliverables if the withdrawn TASK FORCE AGENCY has fully contributed funds for such work or deliverables.

9. **Assignment.**
No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of all TASK FORCE AGENCIES.

10. **Effective Date.**
This Task Force Agreement shall become effective when it has been executed by a majority of the TASK FORCE AGENCIES pursuant to authorization by each TASK FORCE AGENCY's Board of Directors.

11. **Counterparts.**
This AGREEMENT may be executed in original counterparts, which together shall constitute a single agreement.

12. **Independent Contractor Status.**
This AGREEMENT is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the TASK FORCE AGENCIES.
13. **Waiver Of Rights.**

The failure by the TASK FORCE AGENCIES or SAWPA to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that TASK FORCE AGENCIES and SAWPA may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

14. **Severability.**

If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

15. **Amendment.**

It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all TASK FORCE AGENCIES and SAWPA.

16. **Entire Agreement.**

This document sets forth the entire Agreement between and among the TASK FORCE AGENCIES and SAWPA.

17. **Availability Of Funds.**

The obligation of each TASK FORCE AGENCY is subject to the availability of funds appropriated by each TASK FORCE AGENCY for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of each TASK FORCE AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not limited to the obligations of the TASK FORCE AGENCIES under section 3.e (Task Force Administrator), and section 5 (Budgets) of this AGREEMENT. Based on the financial constraints imposed by this Section 17, the TASK FORCE AGENCIES understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each TASK FORCE AGENCY has approved the fiscal year budget under Section 5, and has appropriated and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the TASK FORCE AGENCIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this AGREEMENT, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

18. **Indemnity and Insurance.**

a. SAWPA shall require all consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA and the TASK FORCE AGENCIES from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from or related to the works or services provided by such consultants.
or contractors. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA, on behalf of the Task Force:

(1) Workers Compensation Insurance. A program of Workers Compensation insurance or a state approved self-insurance program shall be in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks of such persons or entities under this AGREEMENT.

(2) Comprehensive General and Automobile Liability Insurance. Comprehensive personal injury and property damage liability coverage shall include contractual coverage and automobile liability, if applicable, and including coverage for owned, hired and non-owned vehicles. The policy shall have a combined single limit for bodily injury and property damage of at least $1,000,000.00. SAWPA and the TASK FORCE AGENCIES shall be named as additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(3) Professional Liability Insurance. Professional liability insurance shall include limits of at least $1,000,000.00 per claim or occurrence, unless such coverage is waived by the Task Force representatives.

b. Nothing in this AGREEMENT is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than SAWPA and the TASK FORCE AGENCIES.

SAWPA shall ensure that during the term of this AGREEMENT it and any consultant retained by it shall not discriminate on the grounds of race, religion, creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any other condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code, in the performance of this AGREEMENT and shall also comply with the applicable provisions of the Americans with Disabilities Act.

20. Warranty of Authority.
Each of the individuals executing this AGREEMENT represent and warrant that she or he has the legal power, right and actual authority to bind their respective TASK FORCE AGENCIES to the terms and conditions of this AGREEMENT. Each individual executing this AGREEMENT further represents and warrants that the AGREEMENT has been approved by his or her respective TASK FORCE AGENCIES’ governing board.

21. Dispute Resolution.
Any dispute which may arise by and between the parties to this AGREEMENT shall first be submitted to non-binding mediation, conducted by a neutral, impartial mediation
service that the parties mutually agree upon in writing. Any dispute not resolved by such mediation shall be submitted to binding arbitration conducted by a neutral, impartial arbitration service that the parties mutually agree upon in writing. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Upon a showing of good cause, the arbitrator may permit limited discovery in the arbitration proceeding. If any party commences legal action or arbitration arising out of or in connection with this Project Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and litigation expenses from the losing party.

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

ORANGE COUNTY WATER DISTRICT

DATE 9-1-04

BY

President

DATE 9-1-04

BY

Secretary

INLAND EMPIRE UTILITIES AGENCY

DATE

BY

President

DATE

BY

Secretary

EASTERN MUNICIPAL WATER DISTRICT

DATE

BY

President

DATE

BY

Secretary
service that the parties mutually agree upon in writing. Any dispute not resolved by such mediation shall be submitted to binding arbitration conducted by a neutral, impartial arbitration service that the parties mutually agree upon in writing. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Upon a showing of good cause, the arbitrator may permit limited discovery in the arbitration proceeding. If any party commences legal action or arbitration arising out of or in connection with this Project Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses from the losing party.

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ORANGE COUNTY WATER DISTRICT

DATE_________  BY____________________

President

DATE_________  BY____________________

Secretary

INLAND EMPIRE UTILITIES AGENCY

DATE 9/8/09  BY____________________

President

DATE_________  BY____________________

Secretary

EASTERN MUNICIPAL WATER DISTRICT

DATE_________  BY____________________

President

DATE_________  BY____________________

Secretary
service that the parties mutually agree upon in writing. Any dispute not resolved by such
mediation shall be submitted to binding arbitration conducted by a neutral, impartial
arbitration service that the parties mutually agree upon in writing. The arbitrator shall decide
each and every dispute in accordance with the laws of the State of California, and all other
applicable laws. Upon a showing of good cause, the arbitrator may permit limited discovery
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recover reasonable attorney’s fees and litigation expenses from the losing party.

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executed this AGREEMENT on the date set forth below.

ORANGE COUNTY WATER DISTRICT

DATE _____________

BY ___________________________
President

DATE _____________

BY ___________________________
Secretary

INLAND EMPIRE UTILITIES AGENCY

DATE _____________

BY ___________________________
President

DATE _____________

BY ___________________________
Secretary

EASTERN MUNICIPAL WATER DISTRICT

DATE 08/27/04

BY ___________________________
President

DATE 08/27/04

BY ___________________________
Secretary
CITY OF RIALTO

DATE______    BY________________________
               Mayor

DATE______    BY________________________
               City Clerk

CITY OF CORONA

DATE 8/4/04    BY________________________
               Mayor

DATE 8/4/04    BY________________________
               City Clerk

ELSIONORE VALLEY MUNICIPAL WATER DISTRICT

DATE______    BY________________________
               President

DATE______    BY________________________
               Secretary

CITY OF RIVERSIDE

DATE______    BY________________________
               Mayor

DATE______    BY________________________
               City Clerk
CITY OF RIALTO

DATE ________ BY __________________________

Mayor

DATE ________ BY __________________________

City Clerk

CITY OF CORONA

DATE ________ BY __________________________

Mayor

DATE ________ BY __________________________

City Clerk

ELSILORE VALLEY MUNICIPAL WATER DISTRICT

DATE ________ BY __________________________

President

DATE ________ BY __________________________

Secretary

CITY OF RIVERSIDE

DATE 09-02-2004 BY __________________________

Mayor City Manager

DATE 09-02-2004 BY __________________________

City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY "Susan Wilson"
COLTON/SAN BERNARDINO REGIONAL TERTIARY TREATMENT AND WASTEWATER RECLAMATION AUTHORITY

DATE 9-13-04

BY

President

DATE 9/14/04

BY

Secretary

YUCAIPA VALLEY WATER DISTRICT

DATE

BY

President, Board of Directors

JURUPA COMMUNITY SERVICES DISTRICT

DATE

BY

President, Board of Directors

LEE LAKE WATER DISTRICT

DATE

BY

President

DATE

BY

Secretary
COLTON/SAN BERNARDINO REGIONAL TERTIARY TREATMENT AND WASTEWATER RECLAMATION AUTHORITY

DATE_______  BY______________________________
President

DATE_______  BY______________________________
Secretary

YUCAIPA VALLEY WATER DISTRICT

DATE_______  BY______________________________
President, Board of Directors

JURUPA COMMUNITY SERVICES DISTRICT

DATE_______  BY______________________________
President, Board of Directors

LEE LAKE WATER DISTRICT

DATE_______  BY______________________________
President

DATE_______  BY______________________________
Secretary
JURUPA COMMUNITY SERVICES DISTRICT

DATE ______
BY ________
President, Board of Directors

LEE LAKE WATER DISTRICT

DATE 7/20/04
BY ________
President

DATE 7/20/04
BY ________
Secretary

CITY OF BEAUMONT

DATE ______
BY ________
Mayor

DATE ______
BY ________
City Clerk

CHINO BASIN WATERMASTER

DATE ______
BY ________
President

DATE ______
BY ________
Secretary
CITY OF BEAUMONT

DATE 9/31/04
BY

CHINO BASIN WATERMASTER

DATE __________
BY _____________________________
President

DATE __________
BY _____________________________
Secretary

IRVINE RANCH WATER DISTRICT

DATE __________
BY _____________________________
President

DATE __________
BY _____________________________
Secretary

CITY OF REDLANDS

DATE __________
BY _____________________________
Mayor

DATE __________
BY _____________________________
City Clerk
CITY OF BEAUMONT

DATE ______  BY ________

Mayor

DATE ______  BY ________

City Clerk

CHINO BASIN WATERMASTER

DATE ______  BY ________

President

DATE ______  BY ________

Secretary

IRVINE RANCH WATER DISTRICT

DATE ______  BY ________

President

DATE ______  BY ________

Secretary

CITY OF REDLANDS

DATE ______  BY ________

Mayor

DATE ______  BY ________

City Clerk
CITY OF BEAUMONT

DATE__________

BY__________________________

Mayor

DATE__________

BY__________________________

City Clerk

CHINO BASIN WATERMASTER

DATE__________

BY__________________________

President

DATE__________

BY__________________________

Secretary

IRVINE RANCH WATER DISTRICT

DATE__________

BY__________________________

President

DATE__________

BY__________________________

Secretary

CITY OF REDLANDS

DATE 11/2/04

BY__________________________

Susan Peppler Mayor

DATE 11/2/04

BY__________________________

Lorrie Poyzer City Clerk
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

DATE_______

BY

Chair

DATE_______

BY

Secretary-Treasurer

SAN TIMOTEOL WATERSHED MANAGEMENT AUTHORITY

DATE_______

BY

President

DATE_______

BY

Secretary

SANTA ANA WATERSHED PROJECT AUTHORITY

DATE_______

BY

Chair

DATE_______

BY

Secretary-Treasurer
WESTERN RIVERSIDE COUNTY REGIONAL
WASTEWATER AUTHORITY

DATE______  BY________________________

Chair

DATE______  BY________________________

Secretary-Treasurer

SAN TIMOTEO WATERSHED MANAGEMENT
AUTHORITY

DATE 9/28/04  BY________________________

President

DATE 9/28/04  BY________________________

Secretary

SANTA ANA WATERSHED PROJECT AUTHORITY

DATE______  BY________________________

Chair

DATE______  BY________________________

Secretary-Treasurer
WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

DATE ______  BY ________________
               Chair

DATE ______  BY ________________
               Secretary-Treasurer

SAN TIMOTEIO WATERSHED MANAGEMENT AUTHORITY

DATE ______  BY ________________
               President

DATE ______  BY ________________
               Secretary

SANTA ANA WATERSHED PROJECT AUTHORITY

DATE 8-10-04  BY ________________
               Chair

DATE 8-10-04  BY ________________
               Secretary-Treasurer
EXHIBIT A

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 04-05. Rates will be adjusted annually based on SAWPA annual budget. Materials purchased to provide administrative services that are not shown in Table 1 below shall be billed at direct cost with no additional fees or mark-ups.

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Planning Manager</td>
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</tr>
<tr>
<td>Watershed Planner</td>
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<tr>
<td>Sr. Administrative Assistant</td>
<td>$55.65/hour</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
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<tr>
<td>Administrative Assistant I</td>
<td>$44.34/hour</td>
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<tr>
<td>Controller</td>
<td>$88.65/hour</td>
</tr>
<tr>
<td>Senior Accounting Technician</td>
<td>$50.89/hour</td>
</tr>
<tr>
<td>Automobile Travel</td>
<td>Federal mileage rate for automobile travel to meeting locations.</td>
</tr>
<tr>
<td>Out of Town travel (when air travel or overnight stay is required)</td>
<td>Direct cost of air travel plus direct cost of lodging and meals.</td>
</tr>
</tbody>
</table>
EXHIBIT B
TASK FORCE BUDGET

A. CONTRIBUTIONS

1. Study Contributions. In order to participate in the activities of the Task Force, each TASK FORCE AGENCY shall appropriate and deliver to SAWPA its agreed upon share of the funding. Based on study obligations assigned by the RWQCB in the Basin Plan Amendment for TIN and TDS, some portions of the overall study will be paid for by a subset of the TASK FORCE AGENCY as provided in a separate memorandum of agreement. The TASK FORCE AGENCIES specifically recognize that each TASK FORCE AGENCY's agreed-upon share is determined by that TASK FORCE AGENCY's Board of Directors, who are the signatories to this AGREEMENT. Funding shall be provided by the TASK FORCE AGENCIES in accordance with the attachment to this Exhibit.

2. Funds appropriated by each TASK FORCE AGENCY to the activities of the Task Force shall be expended only for the purposes expressed in this AGREEMENT. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Funds shall be strictly accounted to each TASK FORCE AGENCY. Upon termination of the Agreement and the activities of the Task Force, any funds not used shall be returned to the TASK FORCE AGENCIES in proportion to their contribution as provided in the Agreement.

3. The compensation to be paid to consultant hired by Task Force is subject to SAWPA's receipt of funds from the TASK FORCE AGENCIES. The consultant will be directed to limit its activities to ensure that the Consultant does not expend funds or provide services for which SAWPA has not yet collected funds from the TASK FORCE AGENCIES. SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.
### Basin Monitoring and Update Program Funding (FY 04-05)

**Consultants**
- WE Inc. - Ambient Groundwater Update
- WE Inc. - SAR Reaches 2,4,5 Annual Report

<table>
<thead>
<tr>
<th>Consultant Cost</th>
<th>SAWPA ADM</th>
<th>Contingency</th>
<th>Total</th>
</tr>
</thead>
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<td>$21,306</td>
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<tr>
<td>$278,194</td>
<td>$54,800</td>
<td>$26,306</td>
<td>$359,300</td>
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</table>

### Distribution of Costs Among Responsible Agencies

<table>
<thead>
<tr>
<th>Agency</th>
<th>SAR Report</th>
<th>Current Ambient</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEUA</td>
<td>$3,200</td>
<td>$18,500</td>
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<tr>
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<tr>
<td>CORONA</td>
<td>$3,200</td>
<td>$18,500</td>
<td>$21,700</td>
</tr>
<tr>
<td>EVMWD</td>
<td>$3,200</td>
<td>$18,500</td>
<td>$21,700</td>
</tr>
<tr>
<td>REDLANDS</td>
<td>$3,200</td>
<td>$18,500</td>
<td>$21,700</td>
</tr>
<tr>
<td>RIALTO</td>
<td>$3,200</td>
<td>$18,500</td>
<td>$21,700</td>
</tr>
<tr>
<td>RIVERSIDE</td>
<td>$3,200</td>
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</tr>
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<td>RIX JPA</td>
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<td>YVWD</td>
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<td>San Timotee WMA</td>
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<td>$21,700</td>
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<td>BEAUMONT</td>
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<td>IRWD</td>
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<td>$37,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$44,800</strong></td>
<td><strong>$314,500</strong></td>
<td><strong>$359,300</strong></td>
</tr>
</tbody>
</table>
The Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin states, in part, that:

"The Parties that intentionally recharge imported water within the Santa Ana Region (the "Recharging Parties") agree voluntarily to collect, compile and analyze the N/TDS water quality data necessary to determine whether the intentional recharge of imported water in the Region may have a significant adverse impact on compliance with the Salinity Objectives with the Region. To that end, the Recharging Parties will collect, compile and analyze such N/TDS water quality data and prepare, within eighteen months from the effective date of this agreement, and every three years thereafter, a report... The Recharging Parties will agree among themselves regarding the manner in which they will prepare the report and the manner in which they will share the cost of preparing the report."

The remainder of this document describes the agreed upon manner in which the report(s) will be prepared and costs will be shared.

1) Each individual Recharging Party will be responsible for preparing the report for all groundwater basins where the Recharging Party is intentionally recharging imported water or intends to recharge imported water at any time between January 18, 2008 and July 18, 2012. If a Recharging Party has no plans to recharge imported water during the aforementioned period, it should so state in a letter to the other signatories to the Cooperative Agreement mailed on or before March 31, 2009.

2) The final report(s) must be submitted to the Santa Ana Regional Water Quality Control Board on or before July 18, 2009 in accordance with Resolution No. R8-2008-0019. However, the Recharging Parties have concluded that it is not necessary to "integrate" the individual reports into a single document for submission in July of 2009.

3) Each Recharging Party preparing a report will circulate a draft version of the first report(s) to all other Parties to the Cooperative Agreement on or before March 31, 2009. SAWPA will convene and coordinate a meeting approximately 30 days later at which meeting the draft reports will be discussed.

4) For all subsequent triennial summary reports of imported water recharge, the reports will be prepared for the prior three calendar years and submitted to SAWPA and the Regional Board 30 days prior to July 18th and every three year thereafter. The reports should reflect imported water recharges based on monthly TDS and Nitrate (NO3-N) data as flow-weighted concentrations for the volume of water recharged during the three previous calendar years. If a Recharging Party did not recharge any imported water recharge over the previous three years, a letter indicating such should be prepared and submitted to SAWPA and the Regional Board.
5) Each Recharging Party will bear its own costs to prepare the report(s). In addition, the Recharging Parties will share SAWPA's direct administrative costs to implement the Cooperative Agreement equally.

6) The Recharging Parties acknowledge that different modeling methods will be used to develop the 20-year projections for groundwater quality in various management zones. Given the complexity of the modeling effort and the acknowledged differences in modeling approaches, the Recharging Parties agree that it would be prudent to assemble a Technical Committee (TC) to assure a high level of quality and consistency between the separate reports. Attendance and participation in the TC is not mandatory and the TC recommendations are not binding. The Recharging Parties have asked SAWPA to coordinate meetings of the Technical Committee. The Regional Water Quality Control Board staff has also agreed to participate on the Technical Committee. Each signatory to the Cooperative Agreement is entitled to name its own representative(s) to the Technical Committee.

7) Future integration will be accomplished by staggering delivery dates for the 20-year projections in a manner that assures that long-term estimates of upgradient groundwater quality have been completed and accepted well before a similar projection must be made for each downgradient management zone. Therefore, the Recharging Parties and the Regional Board have agreed that the second set of projection reports will be due in accordance with the schedule shown in Table 1.

<table>
<thead>
<tr>
<th>Recharging Areas</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beaumont, Yucaipa and San Timoteo Management Zones</td>
<td>July 18, 2012 and every six years thereafter</td>
</tr>
<tr>
<td>Bunker Hill A, Bunker Hill B, Lytle, Rialto and Colton Management Zones</td>
<td>July 18, 2013 and every six years thereafter</td>
</tr>
<tr>
<td>Riverside A thru Riverside F, Arlington, Temescal and Elsinore Management Zones</td>
<td>July 18, 2015 and every six years thereafter</td>
</tr>
<tr>
<td>San Jacinto Area Management Zones</td>
<td>July 18, 2014 and every six years thereafter</td>
</tr>
<tr>
<td>Orange County Management Zone</td>
<td>July 18, 2016 and every six years thereafter</td>
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</tbody>
</table>

8) The Santa Ana Regional Water Quality Control Board has agreed that the document entitled: "Recomputation of Ambient Water Quality in the Santa Ana Watershed for the Period 1987 to 2006" (a technical memorandum prepared by Wildermuth Environmental, Inc. for SAWPA's Basin Monitoring Program Task Force) meets all of the obligations identified in Section 4(a) of the Cooperative Agreement for the reports due on July 18, 2009. However, any Recharging Party may also elect to prepare its own independent analysis and submit a separate report as described in Section 4(a) of the Cooperative Agreement.

9) For the first report, due in July of 2009, the signatories to the Cooperative Agreement acknowledge that the data needed to estimate future subsurface boundary inflows from upgradient groundwater basins adjacent to their own management zones may not be
available. Therefore, the Recharging Parties may elect to assume that TDS and nitrate-nitrogen concentrations are equal to the applicable water quality objective for the upgradient management zone or use the estimated ambient TDS and nitrate-nitrogen concentrations for the upgradient management zone whichever is higher. Where a Recharging Party elects to rely on the estimated ambient TDS or nitrate-nitrogen concentration in the upgradient groundwater management zone to calculate projected water quality in its own management zone such values should be taken from the same report the Recharging Party submitted to fulfill its obligation under section 4(a) of the Cooperative Agreement.

10) The Recharging Parties agree that the reports must include a detailed description of the initial water quality conditions (e.g. nitrate-nitrogen concentration and TDS concentration) in the saturated zone of each groundwater management zone for which a 20-year projection is estimated. For the first report, due in July of 2009, the initial conditions will be estimated as of January, 2008. Where actual data is not available for January, 2008 the Recharging Parties may estimate the volume of groundwater and/or salt concentrations from one of the calibrated and validated computer models identified in Section 5(b) the Cooperative Agreement.

11) At a minimum, the Recharging Parties agree to prepare and report future water quality projections using the estimated subsurface boundary outflows from the upgradient projections as the estimated subsurface boundary inflows for their own management zone projections. However, nothing in the Cooperative Agreement precludes any Recharging Party from also preparing additional alternative future projections of groundwater quality using different assumptions about the estimated subsurface boundary inflows from upgradient groundwater basins adjacent to their own management zone.

12) The Recharging Parties agree that any report submitted pursuant to the Cooperative Agreement will be prepared in accordance with commonly accepted professional standards such as those described in the Board of Geologists and Geophysicist's "Guidelines for Groundwater Investigation Reports" and the California Department of Conservation's Division of Mines and Geology's "Guidelines for Preparing Geologic Reports for Regional-Scale Environmental Resource Management Planning (aka Note 52)."

13) Section 4(c)1 of the Cooperative Agreement states that the "projection of ambient water quality for each groundwater management zone will ... reasonably account for surface fluxes of salt input..."

The Recharging Parties agree that the following salt in-fluxes must be accounted for when and where they are known to exist:

* Storm water recharge (incidental and deliberate)
* Artificial recharge of imported water (incl. State Project Water and Colorado River Water
* Artificial recharge from on-site wastewater disposal (e.g. septic systems)
* Deep percolation of precipitation and agricultural and landscape irrigation water
* Subsurface boundary inflows from upgradient groundwater basins adjacent to their own management zone
* Routing recharge flows from all influxes through the vadose zone
The Recharging Parties also agree that the following salt out-fluxes must be accounted for when and where they are known to exist:

* Groundwater pumping
* Rising groundwater
* Evapotranspiration
* Subsurface boundary outflows to downgradient groundwater basins adjacent to their own management zone

The Recharging Parties agree to certify in the report(s) that each of the salt in-fluxes and out-fluxes identified above have been accounted for in their 20-year projections and to provide a brief explanation as to how each of these fluxes is addressed in the relevant calculations and to provide more detailed technical documentation upon request of any signatory to the Cooperative Agreement.

14) The Recharging Parties acknowledge that the obligations of the Cooperative Agreement and the principles described in this Memorandum of Understanding apply only to the signatories to the Cooperative Agreement and have no binding effect on other persons or agencies in the region that may be engaged in similar water resource management activities.
# Reporting Schedule

## Cooperative Agreement with RWQCB

<table>
<thead>
<tr>
<th>Frequency (yrs)</th>
<th>Report including 20-year modeling projection (M)</th>
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<tr>
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<td>Summary report (S)</td>
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<tr>
<td></td>
<td>Ambient water quality report (BMTF)</td>
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(lighter "M" reflects original scheduled due date)

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