

AGREEMENT TO FORM THE SANTA ANA RIVER
USE ATTAINABILITY ANALYSIS TASK FORCE

THIS AGREEMENT is made and entered into by and among the following entities, which are hereinafter collectively referred to as the "AGENCIES."

CHINO BASIN MUNICIPAL WATER
DISTRICT ("CBMWD")

CITY OF CORONA
("CORONA")

EASTERN MUNICIPAL WATER
DISTRICT ("EMWD")

CITY OF REDLANDS
("REDLANDS")

ORANGE COUNTY WATER
DISTRICT ("OCWD")

CITY OF RIALTO
("RIALTO")

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
("SBVMWD")

CITY OF RIVERSIDE
("RIVERSIDE")

WESTERN MUNICIPAL WATER
DISTRICT ("WMWD")

CITY OF SAN BERNARDINO
("SAN BERNARDINO")

SANTA ANA WATERSHED PROJECT
AUTHORITY ("SAWPA")

JURUPA COMMUNITY SERVICES
DISTRICT ("JCSD")

CITY OF COLTON
("COLTON")

LEE LAKE WATER DISTRICT
("LLWD")

ELSINORE VALLEY MUNICIPAL
WATER DISTRICT ("EVMWD")

RUBIDOUX COMMUNITY SERVICES
DISTRICT ("RCSD")

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the AGENCIES:

A. SAWPA is a joint powers authority and is acting as a facilitator and a resource agency to assist in the formation of the Santa Ana River Use Attainability Analysis Task Force and to execute any assignments from the Task Force upon formation. It is SAWPA's policy that upon completion of the Task Force's objectives, that SAWPA assign the work product to agencies designated by the Task Force.

B. Under the SAWPA Joint Exercise of Powers Agreement, Project Agreement No. 10 Committee was formed for the purpose of facilitating development of Water Resource Management Planning for the Santa Ana Watershed. The Project Committee was formed to administer the development of plans and to use SAWPA staff and consultants for that purpose in accordance with policy and budget approved by the Task Force, provided such policy and budget are consistent with SAWPA's mission.

C. Each of the AGENCIES has the power and authority to undertake studies regarding groundwater and surface water quantities and quality in the Santa Ana River Watershed and the effect on water quality by the dischargers of wastewater from Publicly Owned Treatment Works ("POTW").

D. Each of the AGENCIES has found and determined that it is within its respective best interest to join together to form a Task Force consisting of representatives from each of the AGENCIES to conduct a Use Attainability Analysis for the Santa Ana River.

E. It is the purpose of this Agreement to: (i) create the said Task Force; (ii) identify the tasks of the Task Force; and (iii) specify the financial appropriations to be made by each of the AGENCIES to the work of the Task Force.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained therein, the AGENCIES agree as follows:

1. Creation of the Task Force

There is hereby created the "Santa Ana River Use Attainability Analysis Task Force" (hereinafter the "Task Force"), consisting of two representatives appointed by CBMWD, two representatives appointed by EMWD and one representative appointed by each of the other AGENCIES. Each representative shall be appointed concurrently with the execution of this Agreement by the appointing AGENCY. The identity of each of the appointed representatives from each respective AGENCY shall be promptly communicated to SAWPA.

The Task Force shall meet at least once per month for the purpose of reviewing and evaluating the work product of the Task Force, its Engineering Committee, and of any authorized consultants retained by SAWPA on behalf of the Task Force. This Agreement shall be administered by SAWPA through the Task Force created hereby, subject to the reserved right of each of the AGENCIES to approve their respective financial appropriations to Task Force budgets. Members of the Task Force shall serve at the pleasure of the governing body of the respective AGENCIES and may be removed at any time, with or without cause; provided, however, that the parties hereto acknowledge and agree the continuity of membership on the Task Force is important to the overall effectiveness of the

Task Force and the AGENCIES further agree to ensure each continuity whenever possible.

2. Engineering Committee

The Task Force shall establish an "Engineering Committee", consisting of seven individuals who shall be selected by and serve at the pleasure of the members of the Task Force. Three individuals shall represent agencies that operate a POTW, and three shall represent water supply agencies, and one shall represent the Santa Ana Watershed Project Authority ("SAWPA"). The SAWPA representative will also serve as staff assistant to the Engineering Committee Chairman.

3. Designation of Officers

The Task Force may designate and appoint one of its members to act as chairman, another of its members to act as vice chairman, and a third member to act as treasurer. SAWPA will provide secretarial staff.

4. Meetings

Regular meetings of the Task Force shall be held monthly at the office of SAWPA or such other place as may be agreed upon. At the first meeting, the Task Force shall provide for the time and place of holding its regular meetings. Special meetings may be called at the request of the Chairman of the Task Force or of a majority of the members of the Task Force. A majority of the members of the Task Force shall constitute a quorum for the purposes of transacting business. Except as otherwise provided herein, all actions of the Task Force shall be passed upon the affirmative vote of a majority of the quorum. All meetings of the Task Force shall be open to the public. The secretary of the Task Force shall keep or cause to be kept, Minutes of the meetings of the Task Force, copies of which shall be forwarded to each Task Force member, to each Engineering Committee member, and to each AGENCY. The Task Force may adopt, from time to time, such rules and regulations for the conduct of its affairs as may be required.

5. Administration of Task Force Work

SAWPA shall make its personnel available as necessary to the Task Force to perform the secretarial, clerical and administrative duties requested by the Task Force. The Task Force shall reimburse SAWPA for any personnel time expended on behalf of the Task Force at SAWPA's rate of salary, plus burden and overhead, along with any materials used, upon presentation of periodic billings. Upon request by the Task Force, SAWPA shall enter into contracts with qualified consultants upon assurance to the satisfaction of SAWPA that sufficient funds are or shall be available to pay for services rendered pursuant to such contracts.

6. Additional Parties

The parties to this Agreement acknowledge and agree that the effectiveness of the Task Force may be improved by the addition of other entities who have interest in the Use Attainability Analysis, and further agree to encourage such entities to appoint their UAA representatives to the appropriate advisory or sub-committees of the Task Force on such terms and conditions as are acceptable to all parties to this Agreement, including, but not limited to, agreed upon cash contributions to past, present and/or future work of the Task Force.

7. Task Force Work

The UAA involves habitat assessment, biological assessment, water quality assessment, hydrological assessment, economic impact analyses, recreational use risk analysis, and investigation into the nature and causes of the nitrogen sinks. Therefore, the tasks of the Task Force shall include:

Task A.

- 1) Prepare a stated goal and objectives to be attained by the UAA.
- 2) Prepare a work plan to accomplish the stated goal and objectives.
- 3) Prepare an initial budget, including respective contributions from each participating agency.

Task B.

- 1) Collect and evaluate data on:
 - a) habitat, to include channel morphology, sediment transport, food supply, riparian cover, stream bed spawning suitability and temperature.
 - b) water biology, to include fish, benthic invertebrate, and algae sampling. Identify all species by type and quality for population estimate, measure and evaluate age and health of fish samples.
 - c) water quality, to include chemical analysis for metals, organics, nutrients, and other key parameters among EPA's priority pollutants. Additionally, evaluate results of acute and chronic in-stream toxicity testing and fish flesh analyzes to assess the degree of bioaccumulation in the river.

d) hydrology, to include flow levels, velocity, depth, and variability; meteorology to determine the representativeness of the collection period to the normal pattern of rainfall and runoff, trends in groundwater, and impact on river banks, substrate, and in-stream cover.

e) economics, to include the effect of higher treatment costs on utility rates, disposable income, unemployment, housing affordability, and municipal bonding rates; and, both positive and negative impacts associated with municipal expenditures on improved water quality for the improvement of stream biota.

f) recreational use risk, to include bacterial, viral, and parasitic contamination correlated to epidemiologic data on the incidence of disease, which will be used to estimate the probable contagion to swimmers and waders and the impact from consumption of fish and other aquatic organisms.

g) Nitrogen sinks, to include comprehensive mapping in reaches 2,3, and 4, model predictions of other possible explanatory factors such as algal uptake, anaerobic sediment, and atmospheric loss due to PH, and predictions of nitrogen performance under the expected range of future water conditions.

2) Select appropriate alternatives and develop recommended water quality objectives and site specific standards that ensure reasonable protection of beneficial uses.

Task C.

1) Provide preliminary conclusions based on the data analyses from seasonal river sampling and assess appropriateness of those conclusions in light of federal, state, EPA regulations, and State and Regional Water Quality Control Boards.

2) Based on the collected and evaluated data, formulate short- and long-term river management alternatives, including sub-classifications, site specific standards for water quality, and advanced wastewater treatment strategies, such as constructed wetlands, allocation of the nitrogen sinks and discharge diversions.

Task D.

- 1) Considering both economic analysis and legal constraints, prepare a financial plan for attaining appropriate use objectives.
- 2) Prepare a recommended implementation plan or plans and identify the appropriate action agency or agencies to implement the results of this Use Attainability Analysis.
- 3) Prepare a 20 minute videotape and a briefing with 35 mm slides and overhead charts that can be used to describe the study, its results, and proposed actions to various agencies.

The tasks described above shall be performed in the sequence hereinabove set forth, provided, however that the Task Force must approve the substantial completion of each task prior to authorization to proceed to the next task.

8. Initial Cash Contributions and Preparation of Budget

(a) The AGENCIES (except SAWPA) shall make an initial contribution of \$2,000.00 per AGENCY to the work of the Task Force.

(b) The Task Force shall prepare and adopt a budget for the work described in Paragraph 7, above. The Task Force may, from time to time, prepare additional or supplemental budgets, as necessary, to fund work described in Paragraph 7, above; provided, however, that no such work shall be performed or expenses incurred until each such budget shall be fully funded by the AGENCIES.

(c) In order to participate in the work of the Task Force, each of the AGENCIES must appropriate and deliver to SAWPA on behalf of the Task Force its agreed upon share of the funding necessary to pay for the work of the Task Force. Subject to the provisions of Paragraph 2 of Section 1, the AGENCIES specifically recognize that each Agency's agreed upon share is determined by the signatories to this Agreement, irrespective of the number of votes each Agency may have on the Task Force.

(d) Funds appropriated by each AGENCY to the work of the Task Force shall be used 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 will be strictly accounted for to each AGENCY. At the termination of this Agreement and the work of the Task Force, any funds not used shall be returned to the AGENCIES in proportion to their contribution.

9. Term of Agreement

The Task Force shall perform all of the work specified in Paragraph 7, above, within 14 months of the effective date of this Agreement, and this Agreement shall terminate on April 30, 1992, unless extended by mutual agreement; provided, however, that each AGENCY reserves the right to terminate, upon sixty (60) days' written notice to the Task Force, its participation in the work of the Task Force.

10. In-kind Assistance (Manpower)

With the approval of the affected AGENCY, from time to time and at the request of the Task Force or its Engineering Committee, each of the AGENCIES will designate one or more employees of such AGENCY to perform services for the benefit of the Task Force.

11. Ownership of the Documents

All work product (including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force) shall become the property of each and every AGENCY member of the Task Force.

12. Draft Report and Final Report

A Draft Report of the work of the Task Force shall be completed on or before March 1, 1992. A Final Report on the work of the Task Force shall be completed on or before April 30, 1992. This Agreement shall terminate upon completion of the Final Report and payment of all proper expenses of the Task Force, unless extended pursuant to Paragraph 9, above.

13. Assignment

No right, duty or obligation of whatever kind or nature created herein shall be assigned by any AGENCY without the prior written consent of the Task Force.

14. Succession

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the AGENCIES.

15. Counterparts

This Agreement shall be executed in original counterparts which together shall constitute a single agreement.

16. Effective Date.

This Agreement shall become effective and the Task Force shall be created when the governing bodies of at least eight (8) of the AGENCIES have authorized the execution of this Agreement. In the event less than all of the proposed member AGENCIES sign this Agreement, the signing AGENCIES shall meet to consider amending or terminating this Agreement accordingly. Such meeting shall take place before April 8, 1991.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Dated: _____

CHINO BASIN MUNICIPAL
WATER DISTRICT (CBMWD)

Approved as to Form:

Attorney for CBMWD

By _____

Dated: _____

EASTERN MUNICIPAL WATER
DISTRICT (EMWD)

Approved as to Form:

Attorney for EMWD

By _____

Dated: _____

ORANGE COUNTY WATER
DISTRICT (OCWD)

Approved as to Form:

Attorney for OCWD

By _____

Dated: _____

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
(SBVMWD)

Approved as to Form:

Attorney for SBVMWD

By _____

Dated: _____

WESTERN MUNICIPAL WATER
DISTRICT (WMWD)

Approved as to Form:

Attorney for WMWD

By _____

Dated: _____

Approved as to Form:

Attorney for SAWPA

SANTA ANA WATERSHED
PROJECT AUTHORITY (SAWPA)

By _____

Dated: _____

Approved as to Form:

Attorney for COLTON

CITY OF COLTON (COLTON)

By _____

Dated: _____

Approved as to Form:

Attorney for CORONA

CITY OF CORONA (CORONA)

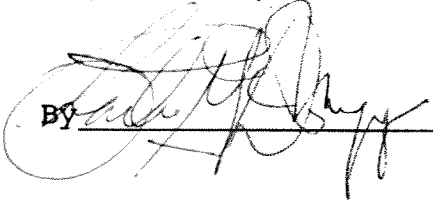
By _____

Dated: _____

Approved as to Form:

Daniel J. Ly
Attorney for REDLANDS

CITY OF REDLANDS
(REDLANDS)

By  _____

Dated: _____

Approved as to Form:

Attorney for RIALTO

CITY OF RIALTO (RIALTO)

By _____

Dated: _____

Approved as to Form:

Attorney for RIVERSIDE

CITY OF RIVERSIDE
(RIVERSIDE)

By _____

Dated: _____

Approved as to Form:

Attorney for SAN BERNARDINO

CITY OF SAN BERNARDINO
(SAN BERNARDINO)

By _____

Dated: _____

Approved as to Form:

Attorney for JCSD

JURUPA COMMUNITY SERVICES
DISTRICT (JCSD)

By _____

Dated: _____

Approved as to Form:

Attorney for LLWD

LEE LAKE WATER DISTRICT
(LLWD)

By _____

Dated: _____

Approved as to Form:

Attorney for RCSD

RUBIDOUX COMMUNITY
SERVICES DISTRICT (RCSD)

By _____

Dated: _____

Approved as to Form:

Attorney for EVMWD

ELSINORE VALLEY MUNICIPAL
WATER DISTRICT (EVMWD)

By _____