

California Regional Water Quality Control Board
Santa Ana Region

RESOLUTION NO. R8-2003-0095

Resolution Authorizing the Signature of the Stormwater Quality Standards Task Force Agreement and Delegating Authority to the Executive Officer to Execute All Functions under the Agreement and Amendment No. 1 and the Authority to Consider Further Proposed Amendments to the Agreement

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region (hereinafter Regional Board), finds that:

1. In or about May 2003, the County of Orange, the San Bernardino County Flood Control District, the Riverside County Flood Control and Water Conservation District and the Santa Ana Watershed Project Authority entered into an agreement to form the Stormwater Quality Standards Task Force (Agreement). The purpose of the Task Force is to assist the Regional Board in work related to the triennial review of the Basin Plan.
2. Pursuant to the Agreement, the Regional Board was an Advisory Member but not a signatory.
3. The Task Force has requested that the Regional Board signal its commitment to the Task Force effort by becoming a signatory to the Agreement. Amendment No. 1 to the Agreement provides for the Board's signature to the Agreement, whereupon the Regional Board would be added as a party to the Agreement. The Regional Board would fully participate in the Task Force meetings, but would have no voting rights, except as to further amendments to the Agreement. Further, the Regional Board would have no obligation to make any financial contributions, nor any financial obligations under the Agreement.
4. It is appropriate to delegate to the Executive Officer authority to execute all functions under the Agreement and Amendment No. 1 and the authority to consider further proposed amendments to the Agreement.
5. The Regional Board's signature to the Agreement neither connotes nor denotes a commitment by the Regional Board to implement the results and recommendations of the Task Force studies through Basin Plan amendments. Rather, the Board's signature denotes commitment to meaningful participation in the process, and to the consideration and implementation of changes to the Basin Plan, where such changes are found appropriate and justified.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board Chair is authorized to sign Amendment No. 1 to the Task Force Agreement, whereupon the Regional Board shall become a party to the Agreement, as provided in Amendment No. 1.

2. The Regional Board delegates to the Executive Officer all functions under the Agreement and Amendment No. 1 and the authority to consider further proposed amendments to the Agreement.
3. The Regional Board reserves the right to withdraw from the Task Force upon proper written notice to the Task Force, as provided in Amendment No. 1.

I, Gerard J. Thibeault, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Santa Ana Region, on August 22, 2003.


Gerard J. Thibeault
Executive Officer

CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD, SANTA ANA REGION

Dated: Aug 26, 2003

By Carol Besant
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

WJ Shubert

APPROVED AS TO FORM

Legal Counsel

Executive Director of the California Regional Water
Quality Control Board, Santa Ana Region,
California

By Jorge A. Lopez

Dated: Aug 26, 2003



SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, CA 92503-4979 (909) 354-4220

Administrative FAX (909) 785-7076 – Planning FAX (909) 352-3422

November 14, 2003

*Ms. Barbara Laffoon
California Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, California 92501*

**Enclosures: *Agreement to Form a Task Force for the Stormwater Quality Standards Study
Amendment No. 1 to Agreement to Form a Task Force for
The Stormwater Quality Standards Study
One (1) original of each***

DOCUMENT TRANSMITTAL

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|---|--|
| <input type="checkbox"/> <i>For your information</i> | <input type="checkbox"/> <i>Originals in need of your signature</i> |
| <input type="checkbox"/> <i>Please sign</i> | <input checked="" type="checkbox"/> <i>Completely executed originals for your files</i> |
| <input type="checkbox"/> <i>Please read</i> | |
| <input type="checkbox"/> <i>Being returned to you with corrections as noted</i> | <input type="checkbox"/> <i>A draft document being sent for your comments</i> |
| <input type="checkbox"/> <i>For your files</i> | <input type="checkbox"/> <i>Please review and call</i> |
| <input type="checkbox"/> <i>Enclosure as requested</i> | |

By *Sharon Kreul*
Sharon Kreul
Administrative Assistant
Contracts

**AGREEMENT TO FORM A TASK FORCE
FOR THE STORMWATER QUALITY STANDARDS STUDY**

This **AGREEMENT** is made and entered into this 29th day of April, 2003

BY and BETWEEN:

AND County of Orange, a political subdivision of the State of California hereinafter referred to as "ORANGE COUNTY"

AND San Bernardino County Flood Control District, hereinafter referred to as "SB FLOOD CONTROL"

AND Riverside County Flood Control and Water Conservation District, a political subdivision of the State of California hereinafter referred to as "RIVERSIDE FLOOD CONTROL"

AND Santa Ana Watershed Project Authority hereinafter referred to as "SAWPA"

ORANGE COUNTY, SB FLOOD CONTROL and RIVERSIDE FLOOD CONTROL are hereinafter sometimes collectively or individually referred to as "MEMBER AGENCIES" or "MEMBER AGENCY" respectively.

RECITALS:

WHEREAS, ORANGE COUNTY, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, and SAWPA, their member agencies, constituent cities, and other interested parties, in conjunction with the California Regional Water Quality Control Board Santa Ana Region (hereinafter the "**REGIONAL BOARD**") wish to undertake the triennial review of the Water Quality Control Plan – Santa Ana River Basin (BASIN PLAN).

WHEREAS, the BASIN PLAN defines the beneficial uses and water quality objectives for waters of the State of California within the Santa Ana Region.

WHEREAS, the beneficial uses and water quality objectives in the BASIN PLAN are used by REGIONAL BOARD to determine the allowable discharges into receiving waters within the Santa Ana Region

WHEREAS, REGIONAL BOARD regulates discharges to receiving waters in the Santa Ana region under the Clean Water Act through the National Pollutant Discharged Elimination System (NPDES) permit program, which includes stormwater NPDES permits.

WHEREAS, REGIONAL BOARD periodically determines which receiving waters are impaired due to constituents in those waters being above the water quality objectives for the designated beneficial uses of those waters as established in the BASIN PLAN.

WHEREAS, the water quality objectives for the designated beneficial uses as established in the BASIN PLAN and determination of impairment are used by REGIONAL BOARD to establish NPDES permit requirements and/or limitations on allowable discharges into receiving waters.

WHEREAS, the MEMBER AGENCIES and constituent cities and members within the Santa Ana River Watershed have discharges of surface water from their property and operations regulated by the Clean Water Act and Water Code through the REGIONAL BOARD's NPDES stormwater program.

WHEREAS, the Basin Plan was first adopted in 1975 and subsequently revised in 1983 and 1995. The continued urbanization of the Region, changes in water quality law and regulation, and changes in technology require that the BASIN PLAN be reviewed and updated periodically.

WHEREAS, the section 303 (c) of the Clean Water Act and the California Porter-Cologne Water Quality Act (Porter-Cologne) requires that the REGIONAL BOARD review its BASIN PLAN every three years to make use of the most recent available information and technology to update water quality objectives and designated beneficial uses of receiving waters based on a number of factors including economic factors.

WHEREAS, the MEMBER AGENCIES recognize that the REGIONAL BOARD staff does not now have adequate resources at its disposal to accomplish a review of all of the factors that the MEMBER AGENCIES wish to have reviewed during the next three years;

WHEREAS, the MEMBER AGENCIES agree that a cooperative effort should be employed to accomplish the review of those aspects of the BASIN PLAN, since the BASIN PLAN has a significant effect on environmental and economic health and welfare throughout the Santa Ana Region;

WHEREAS, the MEMBER AGENCIES wish to establish a Task Force whose purpose will be to assist REGIONAL BOARD with the triennial review of the BASIN PLAN;

WHEREAS, this AGREEMENT defines the obligations of the MEMBER AGENCIES to SAWPA, SAWPA to the MEMBER AGENCIES, the rules under which the Task Force will make decisions, the limits and restrictions on the Task Force's decision-making authority, and the scope of activities of the Task Force; and

WHEREAS, the MEMBER AGENCIES intend to provide partial initial funding for a Task Order currently being negotiated by SAWPA with a consultant, with the MEMBER AGENCIES each depositing \$25,000.00 to SAWPA upon execution of this AGREEMENT, and the remaining initial funding being provided by the Southern California Water Quality Coalition.

NOW, THEREFORE THE MEMBER AGENCIES AND SAWPA MUTUALLY AGREE AS FOLLOWS:

1. Purpose of the Task Force:

The purpose of the Task Force is to complete a study on stormwater quality standards to assist the REGIONAL BOARD in its BASIN PLAN review.

2. Creation of a Task Force:

There is hereby created that certain "Task Force for the Stormwater Quality Standards Study," initially consisting of the MEMBER AGENCIES and other entities as more specifically provided for in paragraph 3 below.

3. Membership and Organization:

a. **MEMBER AGENCIES Task Force Representatives.** Concurrently with the execution of this AGREEMENT, each of the MEMBER AGENCIES shall appoint one regular representative to the

Task Force and one alternate representative to act in the absence of the regular representative. The identity of the appointed Task Force representatives shall be communicated in writing to SAWPA, as the Task Force Administrator, upon execution of this AGREEMENT. The Task Force representatives shall serve at the pleasure of the appointing MEMBER AGENCY and may be removed at any time, with or without cause; by the appointing MEMBER AGENCY. However, removal of one or more representatives shall not remove or otherwise eliminate or reduce a MEMBER AGENCY's responsibilities or duties under this AGREEMENT. Consistent with this Section 3.a., ORANGE COUNTY, RIVERSIDE FLOOD CONTROL and SB FLOOD CONTROL will designate their respective Task Force representatives, and alternates as follows:

(i) County of Orange Public Facilities and Resources Department (PFRD) shall provide its director or the director's designee, and an alternate, to the Task Force as the ORANGE COUNTY representative and Task Force member. The County of Orange Task Force member will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

(ii) RIVERSIDE FLOOD CONTROL shall provide its director or the director's designee, and an alternate, to the Task Force as the RIVERSIDE FLOOD CONTROL representative on the Task Force. RIVERSIDE FLOOD CONTROL Task Force representative will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

(iii) SB FLOOD CONTROL shall provide its director or the director's designee, and an alternate, to the Task Force as the SB FLOOD CONTROL representative on the Task Force. SB FLOOD CONTROL Task Force representative will participate in Task Force meetings, and provide support to the Task Force as necessary for the Task Force to make decisions and complete the work of reviewing the BASIN PLAN.

b. Additional MEMBER AGENCIES. The MEMBER AGENCIES acknowledge and agree that the effectiveness of the Task Force may be improved by the inclusion of other public agencies as additional MEMBER AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all MEMBER 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 MEMBER AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all MEMBER AGENCIES. Such additional MEMBER 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 shall serve as Advisory Members. Such Advisory Members shall have no obligation to provide funding and shall have no voting privileges. The REGIONAL BOARD is hereby appointed as an Advisory Member. Additional Advisory Members may be appointed from time-to-time by the Task Force representatives.

d. Committees. The Task Force may establish committees and appoint their members, which shall serve at the pleasure of the Task Force.

4. Task Force Administrator. SAWPA, acting through its Manager for Planning, is hereby appointed as the Task Force Administrator for purposes of this Task Force AGREEMENT. SAWPA shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Task Force at rates listed in Exhibit A, attached hereto and made a part of this AGREEMENT. These rates include all overhead and burden. Materials are to be reimbursed at direct cost. Exhibit A shall also contain an estimate of SAWPA's first year's administrative costs. Expected tasks to be performed by SAWPA include but are not limited to, the following:

- a. Organizing and facilitating Task Force meetings;
- b. Secretarial, clerical, and administrative services;

c. Management of Task Force funds, including providing quarterly status reports to the Task Force concerning Task Force assets, liabilities, revenues and expenditures;

d. Act as the contracting party, for the benefit of the Task Force, for contracts with all Task Force consultants, contractors, vendors or other entities. SAWPA shall not contract with, direct, instruct, or guide such consultants, contractors, vendors or other entities on behalf of the Task Force or use funds provided by the Task Force without approval of the Task Force representatives in accordance with this AGREEMENT.

5. Meetings of the Task Force.

a. Frequency and Location. The first Task Force meeting shall be held at SAWPA's offices, 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 SAWPA or by a majority of the Task Force representatives. All meetings of the Task Force or its standing Committees shall be noticed and conducted in compliance with California's Open Meeting Laws.

b. Task Force Chair. At the first official meeting of the Task Force following execution of the AGREEMENT by all MEMBER 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.

c. Quorum and Voting. A majority of the appointed Task Force members or representatives 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 MEMBER 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.

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

6. Notices

Notices or other communications provided under this AGREEMENT shall be delivered to the MEMBER AGENCIES, the Task Force representatives, and the Advisory Members. Address changes for such notices or other communications shall be delivered to SAWPA for distribution to all appropriate parties.

7. Duties of the Task Force:

a. Conduct the Basin Plan Review. Using resources available to the Task Force, which includes staff of Task Force agencies and consultants, contractors, and vendors hired by SAWPA as funded by the MEMBER AGENCIES, the Task Force, with SAWPA's assistance, will:

- 1) Develop a work plan for studies, research, tests, investigations, and activities necessary for review(s) of the BASIN PLAN.
- 2) Complete studies, research, tests, investigations, and activities necessary for review(s) of the BASIN PLAN.
- 3) Complete review(s) of the BASIN PLAN.
- 4) Develop reports and other project documents describing results of studies, research, tests, investigations and activities performed.
- 5) Develop position documents regarding suggested modifications to the BASIN PLAN.
- 6) Attend meetings and events associated with BASIN PLAN review and activities necessary for review of BASIN PLAN.
- 7) Develop planning documents and projected budget documents for activities associated with review of BASIN PLAN.
- 8) Annually, at least 60 days prior to the start of the next fiscal year which begins July 1 of every year starting July 1, 2003, prioritize the work of the Task Force for the coming year.

8. Budgets.

On or before March 1st of each year, SAWPA shall prepare and submit a budget for the next fiscal year to the Task Force and MEMBER AGENCIES. The 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 budgets, costs for SAWPA administrative services. The 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. Financial contributions shall be made equally by each MEMBER AGENCY. Each MEMBER AGENCY shall approve and pay, in advance on or before June 30th of each year, its pro rata share of the Task Force budget for the next fiscal year. In an effort to supplement and/or reduce MEMBER AGENCIES annual financial contributions to the Task Force, SAWPA and MEMBER AGENCIES will seek third party funding for the Task Force activities and costs. Notwithstanding the foregoing, initial partial funding shall be provided by the MEMBER AGENCIES, with the MEMBER AGENCIES each depositing \$25,000.00 with SAWPA upon the execution of this AGREEMENT. The remaining \$15,000.00 required for such initial funding is expected to come from the Southern California Water Quality Coalition.

9. Contracting.

Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by MEMBER AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the MEMBER AGENCIES.

10. Project Management.

SAWPA shall provide project management for work performed by SAWPA's consultants or contractors. SAWPA shall use its best efforts to prevent cost over-runs or delays in schedules. MEMBER AGENCIES shall not be liable for providing any further funding to SAWPA for such cost-over-runs or schedule delays which are a result of SAWPA's sole negligence.

11. 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, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL and ORANGE COUNTY 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:

(i) Workers' Compensation Insurance – A program of Workers' Compensation insurance or a state-approved self-insurance program 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 to such persons or entities under this Agreement.

(ii) Comprehensive General and Automobile Liability Insurance – This comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability, if applicable, coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000). SAWPA, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL and ORANGE COUNTY shall be named as an additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(iii) Professional Liability Insurance – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

b. SAWPA shall maintain the following insurances and shall deliver certificates of said insurance to SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, and ORANGE COUNTY, upon execution of this Agreement:

(i) Comprehensive General Liability including Contractual Liability Insurance – This comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability coverage, if applicable, for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per occurrence.

(ii) Automobile Liability Insurance Two Hundred Fifty Thousand (\$250,000).

(iii) Workers Compensation Insurance at statutory limits.

12. Accounting

SAWPA shall place all funds received from MEMBER AGENCIES and any other parties electing to fund work planned by the Task Force in a separate account. SAWPA shall draw from this account periodically to pay obligations and work approved to by the Task Force. SAWPA may draw funds from this account to pay SAWPA administrative costs as they accrue. SAWPA shall provide quarterly financial statements on September 15, December 15, March 15, and June 15 of each year to Task Force representatives and MEMBER AGENCIES showing the funds placed in the account, the funds disbursed from the account, the payee of such funds, the work performed such funds, the date(s) funds were disbursed, the remaining funds in the account, and the status of the current fiscal year.

13. Duration of AGREEMENT:

It is anticipated that study contemplated by this AGREEMENT will be completed by January 1, 2006. Notwithstanding the foregoing, each AGENCY reserves the right to withdraw from the Task Force at anytime, upon sixty (60) days' written notice to the Task Force and the MEMBER

AGENCIES. Task Force projects or studies already undertaken on behalf of MEMBER AGENCIES at the time of withdrawal by a MEMBER AGENCY shall be fully funded by the MEMBER AGENCIES at the time the projects or studies are approved by the Task Force for implementation. A withdrawing MEMBER AGENCY will not be allowed refunds for programs or studies already underway in which funds have been obligated by SAWPA. Any refund of surplus funds due to the withdrawing MEMBER AGENCY shall be paid sixty (60) days after completion of tasks, projects or studies undertaken or in progress.

14. 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 MEMBER AGENCIES, jointly and severally.

15. Assignment:

No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of the MEMBER AGENCIES.

16. Effective Date:

This Task Force AGREEMENT shall become effective when it has been executed by all MEMBER AGENCIES pursuant to authorization by each AGENCY's governing board.

17. Counterparts:

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

18. 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 MEMBER AGENCIES.

19. Waiver Of Rights

The failure by the MEMBER 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 MEMBER 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.

20. 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.

21. 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 MEMBER AGENCIES and SAWPA.

22. Entire Agreement

This document sets forth the entire AGREEMENT between the MEMBER AGENCIES and SAWPA.

23. Availability Of Funds

The obligation of each MEMBER AGENCY is subject to the availability of funds appropriated for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of the MEMBER AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not be limited to the obligations of the MEMBER AGENCIES under sections 4 (Task Force Administrator), section 8 (Budgets) and Exhibit A of this Agreement. Based on the financial constraints

imposed by this Section 23, the Parties to this AGREEMENT understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each MEMBER AGENCY has approved the fiscal year budget under Section 8, and has appropriated, and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the MEMBER 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.

Signatures Are On The Next Page

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures.

DATE: 6-3-03
BY: Thomas Wilson
Chair of the Board of Supervisors

COUNTY of ORANGE,
a political subdivision of the State of California

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO FORM

County Counsel

BY: [Signature]

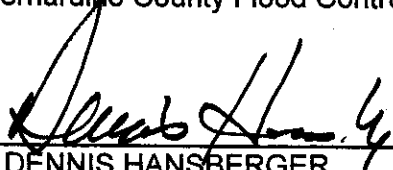
[Signature]
Darlene J. Bloom
Clerk of the Board of Supervisors
County of Orange, California



DATE: 4/22/02
Deputy

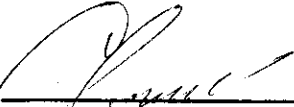
San Bernardino County Flood Control District,

DATE: 6-11-2003


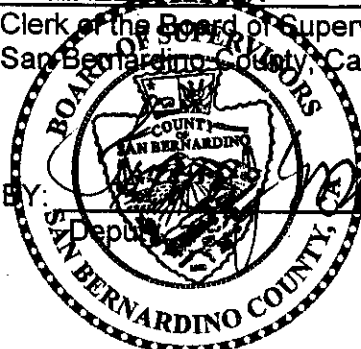
BY: 
DENNIS HANSBERGER
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO LEGAL FORM
ALAN K. MARKS
County Counsel

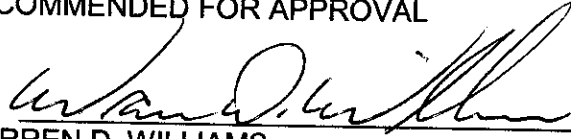
BY 
CHARLES S. SCOLASTICO
Deputy County Counsel


J. RENÉE BASTIAN
Clerk of the Board of Supervisors
San Bernardino County, California

BY 


Riverside County Flood Control and Water
Conservation District,
a political subdivision of the State of California

RECOMMENDED FOR APPROVAL

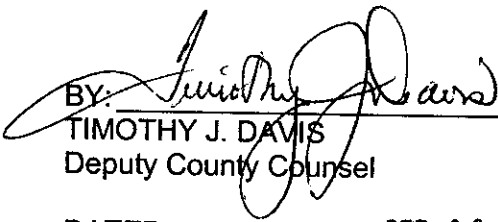
BY: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

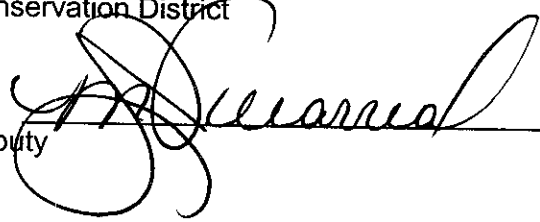
BY: 
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD

APPROVED AS TO FORM:
WILLIAM C. KATZENSTEIN
County Counsel

NANCY ROMERO
Clerk to the Board of Supervisors
Riverside County Flood Control and Water
Conservation District

BY: 
TIMOTHY J. DAVIS
Deputy County Counsel

BY: 
Deputy

DATED: SEP 09 2003

Santa Ana Watershed Project Authority,
a Joint Powers Authority of the State of California

DATE: 8-26-03

BY: S. R. Al Lopez
Commission Chair

APPROVED AS TO FORM

Ed R. Ortega
Clerk

Counsel

BY: [Signature]

DATE: 8/27/03

EXHIBIT A

RATE SHEET FOR SAWPA ADMINISTRATION COSTS

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 02-03. 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.

Item	Rate
Planning Manager	\$101.65/hour
Watershed Planner	\$ 64.89/hour
Sr. Administrative Assistant	\$ 48.30/hour
Administrative Assistant II	\$ 36.74/hour
Administrative Assistant I	\$ 37.60/hour
Controller	\$ 76.27/hour
Senior Accounting Technician	\$ 46.60/hour
Automobile Travel	Federal mileage rate for automobile travel to meeting locations.
Out of Town travel (when air travel or overnight stay is required)	Direct cost of air travel plus direct cost of lodging and meals.

EXHIBIT B

TASK FORCE BUDGET

A. CONTRIBUTIONS

1. Contributions. In order to participate in the activities of the Task Force, each MEMBER AGENCY shall appropriate and deliver to SAWPA its agreed upon funding share, on or before June 30th of each year. Each MEMBER AGENCY's agreed-upon funding share is determined by that MEMBER AGENCY's governing board pursuant to Section 8 of the AGREEMENT .

2. Distribution of Contributions. The total cost of the Work will be prorated in the following manner:

Funds obtained from any source other than the MEMBER AGENCIES will be subtracted from the total cost of the authorized work. Funds provided by each MEMBER AGENCY to the activities of the Task Force shall then be expended for such authorized work consistent with this AGREEMENT. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Upon termination of the AGREEMENT and the activities of the Task Force, any funds not used shall be returned to the MEMBER AGENCIES in proportion to their contribution.

**AMENDMENT NO. 1 TO AGREEMENT TO FORM A TASK FORCE
FOR THE STORMWATER QUALITY STANDARDS STUDY**

THIS AMENDMENT NO. 1 TO THE AGREEMENT TO FORM A TASK FORCE FOR THE STORMWATER QUALITY STANDARDS STUDY is made and entered into this 22nd day of August, 2003, by and between:

County of Orange, a political subdivision of the State of California, hereinafter referred to as "ORANGE COUNTY",

And

San Bernardino County Flood Control District, hereinafter referred to as "SB FLOOD CONTROL",

And

Riverside County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter referred to as "RIVERSIDE FLOOD CONTROL",

And

California Regional Water Quality Control Board, Santa Ana Region, hereinafter referred to as the "REGIONAL BOARD",

And

Santa Ana Watershed Project Authority, hereinafter referred to as "SAWPA".

ORANGE COUNTY, SB FLOOD CONTROL, and RIVERSIDE FLOOD CONTROL are hereinafter sometimes collectively or individually referred to as "MEMBER AGENCIES" or "MEMBER AGENCY" respectively.

RECITALS

WHEREAS, in or about May 2003 the MEMBER AGENCIES and SAWPA entered into an Agreement to Form a Task Force for the Stormwater Quality Standards Study ("AGREEMENT"), to which the REGIONAL BOARD was an Advisory Member but not a signatory; and

WHEREAS, the MEMBER AGENCIES, SAWPA and the REGIONAL BOARD intend that the REGIONAL BOARD shall be a party to the AGREEMENT and shall participate fully in the Task Force meetings, but that the REGIONAL BOARD shall have no voting rights, no obligation to make any financial contributions nor shall it have any financial obligations under the AGREEMENT.

NOW, THEREFORE, THE MEMBER AGENCIES, THE REGIONAL BOARD AND SAWPA MUTUALLY AGREE THAT THE AGREEMENT IS AMENDED AS FOLLOWS:

1. Regional Board as a Party to the AGREEMENT.

A. The REGIONAL BOARD is hereby added as a party to the AGREEMENT and shall fully participate in the Task Force meetings, but the REGIONAL BOARD shall have no voting rights, except as to further amendments to the agreement, nor any obligation to make any financial contributions, nor any financial obligations under the AGREEMENT.

B. The third sentence in Sub-Section 3 c, Advisory Members, of the AGREEMENT, which had provided for the appointment of the REGIONAL BOARD as an advisory member, is hereby deleted.

C. Amend Section 13 by adding the following at the end of the paragraph:

The Regional Board reserves the right to withdraw from the Task Force at anytime, upon thirty (30) days written notice to the Task Force and the Member Agencies.

2. Effective Date Of Amendment.

This Amendment shall become effective when it has been executed by all MEMBER AGENCIES, the REGIONAL BOARD, and SAWPA pursuant to authorization by each signatory's governing board. Except as modified by this AMENDMENT NO. 1, all other terms and conditions of the AGREEMENT shall remain unchanged. A copy of the executed AGREEMENT has been provided herewith to the REGIONAL BOARD.

3. Counterparts.

This AMENDMENT NO. 1 may be executed in original counterparts, which together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 on the dates opposite their respective signatures.


IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 on the dates opposite their respective signatures.

COUNTY OF ORANGE, a political subdivision of the State of California

Dated: 9-16-03

By
Chair of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

DARLENE J. BLOOM 

APPROVED AS TO FORM

Clerk of the Board of Supervisors
County of Orange, California

County Counsel

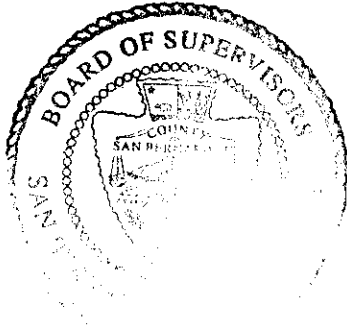
By
Deputy

Dated: 8-26-03

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Dated: SEP 16 2003

By *Dennis Hansberger*
DENNIS HANSBERGER 03-361 A-1
Chair of the Board of Supervisors



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

J. Renee Bastian
J. RENEE BASTIAN

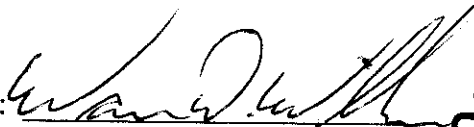
APPROVED AS TO FORM
ALAN K. MARKS
County Counsel


Clerk of the Board of Supervisors
San Bernardino County, California

By *Charles S. Scolastico*
Charles S. Scolastico
Deputy County Counsel

Dated: SEP 16 2002


RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, a political
subdivision of the State of California

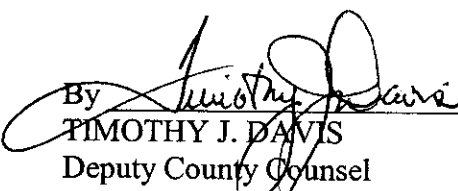
Dated: 
WARREN D. WILLIAMS
General Manager – Chief Engineer

By 
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

APPROVED AS TO FORM
WILLIAM C. KATZENSTEIN
County Counsel


NANCY ROMERO
Clerk to the Board of Supervisors
Riverside County Flood Control and Water
Conservation District, California

By 
TIMOTHY J. DAVIS
Deputy County Counsel

Date: SEP 09 2003

el/ly...

CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD, SANTA ANA REGION

Dated: Aug. 26, 2003

By Carli Resnick
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

MJ Schubert

APPROVED AS TO FORM

Legal Counsel

Executive Director of the California Regional Water
Quality Control Board, Santa Ana Region,
California

By Jorge G. Ken

Dated: August 26, 2003

SANTA ANA WATERSHED PROJECT
AUTHORITY, a Joint Powers Authority of the State of
California

Dated: _____

By S. R. Al Lopez
Commission Chair

Ed Kelba
Secretary-Treasurer

APPROVED AS TO FORM

AKLUFU AND WYSOCKI

By David L. Wysocki
DAVID L. WYSOCKI

Dated: 8/27/03