



LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

AGENDA

SPECIAL BOARD OF DIRECTORS MEETING

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

31315 Chaney Street
Lake Elsinore, California 92531
951.674.3146 (EVMWD) / 951.354.4240 (LESJWA)

Wednesday, April 19, 2017 – 4:00p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE (Chair Robert Magee)

ROLL CALL: __SAWPA __EVMWD __CITY OF LAKE ELSINORE __CITY OF CANYON LAKE
__COUNTY OF RIVERSIDE

PUBLIC COMMENTS:

Members of the public may address the Board on any item that is within the Board's jurisdiction; however, no action may be taken on an item appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code. Members of the public are requested to provide a public comment notice card to the Board Clerk prior to the meeting in order to speak. The public is given a maximum of five minutes to speak on an issue following discussion of an agenda item.

CONSENT CALENDAR

Consent Calendar items are considered routine and non-controversial, to be acted upon by the Board at one time without discussion. If a Board member or staff member requests that an item be removed from the Consent Calendar, the item will become the first item of business on the agenda.

- 1.0 MINUTES.....3**
RECOMMENDATION: Approve the Minutes of the Board of Directors meeting held December 15, 2016.
- 1.1 TREASURER'S REPORTS.....9**
RECOMMENDATION: Receive and file financial statements from December 2016 to February 2017.
- 1.2 COMMITTEE STATUS REPORT.....25**
RECOMMENDATION: Receive and file a status report from the Education and Outreach Committee meeting held on February 13, 2017.
- 1.3 TMDL TASK FORCE REPORT.....29**
RECOMMENDATION: Receive and file a status report from the Lake Elsinore and Canyon Lake TMDL Task Force meeting held on Jan. 2017 – Mar. 2017.

End of Consent Calendar

- 2.0 FUNDING AGREEMENT WITH RCFCWCD (Memo 807).....33**
RECOMMENDATION: Approve a Funding Agreement with RCFC&WCD for Support for the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake FY 2017/2018 to FY2019/2020.
- 3.0 LESJWA ANNUAL FY 2017-18 BUDGET (Memo 808).....43**
RECOMMENDATION: Approve the FY 2017-18 Budget, and invoice each LESJWA member agency consistent with the previous years' member agency contributions.
- 4.0 LICENSE AGREEMENT FOR OFFSET CREDITS GENERATED BY THE LAKE ELSINORE AERATION & MIXING SYSTEM (Memo 809).....59**
RECOMMENDATION: Approve the License Agreement for Offset Credits Generated by the Lake Elsinore Aeration & Mixing System (LEAMS).
- 5.0 LAKE ELSINORE/CANYON LAKE ALGAE TOXCITY MONITORING CHANGE ORDER (Memo 810).....89**
RECOMMENDATION: Approve Change Order No. 2 to Task Order No. AMEC 160-02 with Amec Foster Wheeler for the NTE amount of \$33,252 to add algae toxicity testing and analysis to ongoing lake quality monitoring at Lake Elsinore and Canyon Lake.
- 6.0 STORMFLOW IMPACTS TO LAKE ELSINORE AND CANYON LAKE (Memo 811).....99**
RECOMMENDATION: Receive and file a status report on the impacts of the January 2017 storm flow from the San Jacinto River Watershed to Canyon Lake and Lake Elsinore.
- 7.0 LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE AGREEMENT (Memo 812).....101**
RECOMMENDATION: Approve Amendment No. 1 to the Lake Elsinore/Canyon Lake TMDL Task Force Agreement for the next three years to 2020, with an extension of an additional two years based on approval of the Task Force Agencies.
- 8.0 ADMINISTRATOR'S COMMENTS**
- 9.0 DIRECTORS' COMMENTS**
- 10.0 ADJOURN**

NEXT BOARD OF DIRECTORS MEETING: Thursday, June 15, 2017 at 4:00 p.m.

Meeting Materials related to items on this Agenda submitted to the Board after distribution of the agenda packet, are available to the public during regular business hours at the Authority's office: 11615 Sterling Avenue, Riverside, CA 92503.

ADA Compliance: Any person with a disability who requires accommodation in order to participate in this meeting may contact the Board Clerk, Dawna Munson at 951.354.4247, at least 48 hours prior to the meeting to request a disability-related modification.

Declaration of Posting

I, Dawna Munson, Board Clerk for the Lake Elsinore & San Jacinto Watersheds Authority (LESJWA), declare that on April 14, 2017, a copy of this notice had been posted in the Administering Authority's office located at 11615 Sterling Ave., Riverside CA, and on its website at www.sawpa.org.

/s/

**MINUTES OF THE
REGULAR BOARD OF DIRECTORS MEETING
OF THE
LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY**

December 15, 2016

DIRECTORS PRESENT

Robert Magee, Chair
Vicki Warren
Kevin Jeffries
Brenda Dennstedt

REPRESENTING

City of Lake Elsinore
City of Canyon Lake
County of Riverside
Santa Ana Watershed Project Authority

DIRECTORS ABSENT

Phil Williams

Elsinore Valley Municipal Water District

OTHERS PRESENT

Nancy Horton
Richard Meyerhoff
Liselle DeGrave
Steve Horn
Jason Uhley

Elsinore Valley Municipal Water District
CDM Smith, Inc.
DeGrave Communications
County of Riverside
Riverside County Flood Control & WCD

LESJWA STAFF

Mark Norton
Karen Williams
Dawna Munson

LESJWA Authority Administrator
LESJWA/SAWPA Chief Financial Officer
LESJWA Board Clerk

The Regular Board of Directors meeting of the Lake Elsinore and San Jacinto Watersheds Authority was called to order at 4:10 p.m., by Chair Robert Magee at the Elsinore Valley Municipal Water District, located at 31315 Chaney Street, Lake Elsinore, California. Chair Magee asked for roll call. Representation from four of the five member agencies was duly noted by the Board Clerk.

Chair Magee asked if there were any comments from members of the public wishing to address the Board on matters within its jurisdiction. There were no public comments.

1.0: CONSENT CALENDAR

Chair Magee presented the Consent Calendar for review and approval. Upon Motion by Director Jeffries, seconded by Director Dennstedt, the motion unanimously carried,

2016/12-1

MOVED, approval of the Consent Calendar including the Minutes from the October 20, 2016 Board Meeting, the Treasurer's Reports from September and October 2016, the November 14, 2016 Education & Outreach Committee meeting notes, and the October 19, 2016 Lake Elsinore/Canyon Lake TMDL Task Force meeting notes.

with the following vote:

Ayes:	Dennstedt, Jeffries, Magee, Warren
Noes:	None
Absent:	Williams
Abstain:	None

2.0: Lake Elsinore & Canyon Lake Nutrient TMDL Revision Status Report (Memo #801)

Mark Norton introduced Richard Meyerhoff of CDM Smith, who is the project director for the Lake Elsinore & Canyon Lake Nutrient TMDL Revision. It is a long-term effort that they've been working on over the past year, and it's expected to be concluded in 2018. It then will move through the regulatory process after that.

Richard Meyerhoff provided a PowerPoint presentation, beginning with the project's importance, goal, and challenges. He noted that this is very much a project team effort that includes Dr. Michael Anderson of UCR, and Amec Foster Wheeler. They also work closely with Tim Moore of Risk Sciences who works with the Task Force on regulatory issues.

Discussion points included the regulatory aspects of the project; the applicable water quality objectives – the two types being numeric and narrative objectives such as algae and salinity; the unique characteristics of the lakes; the issues with the current TMDL targets such as underestimated natural background levels; the impacts from other factors such as salinity in Lake Elsinore; the challenge of asymmetric loading to Lake Elsinore, and the attainability of the existing targets in Lake Elsinore. He next covered the two approaches for TMDL development; the reference conditions – defining sustainable use without development; and the numeric target development approach taking into account all of the above factors.

The team also has updated the Canyon Lake model and allowed for the separation of East Bay from the main body. He provided an example of observations made using an existing numeric target for chlorophyll-*a*. Mr. Meyerhoff then discussed the lake model findings for Lake Elsinore (1916-2015), and the cumulative distribution function – chlorophyll-*a* in Lake Elsinore and Canyon Lake.

He summarized the next steps of completing the key baseline technical work (numeric targets, source assessment, linkage analysis in early 2017), and he reviewed the project schedule. The key drivers will be the acceptance by the Regional Water Board and the EPA.

Mark Norton commented that the Project Team is on track and on budget, and that it is going very well.

The report was received and filed by the Board.

3.0: Canyon Lake Alum Application Agreement and Task Order (Memo #802)

Mark Norton said this is a recommendation for a new task order to continue the alum application at Canyon Lake. A Request for Proposals was issued to eight firms in October 2016, and two proposals were received: one from AquaTechnex LLC, and the other from Arch Chemicals dba Marine Biochemists. AquaTechnex LLC came in as roughly half the cost proposed by Marine Biochemists. Further, based on the experience with AquaTechnex, their technical expertise, the evaluations and feedback, and their successful working approach, staff recommends that AquaTechnex be selected to conduct the work. The task order is for three years with an option for two years beyond that. The task order has been shared with the TMDL Task Force, and they agree with the recommendation to continue this effort with AquaTechnex for the next three years, with the additional two-year option.

Director Warren commented she is very happy with their performance.

Mr. Norton also noted that grant monies of \$500,000 were used and paid for the alum application for the past two years. There was approximately \$170,000 remaining, which was expended the last application. LESJWA should receive the reimbursement check for that soon. The contributing agencies will be paying for that unless another grant is received.

Upon motion by Director Warren, seconded by Director Jeffries, the motion unanimously carried,

2016/12-2

MOVED, approval of the Agreement for Services and Task Order No. AQUA160-02 with AquaTechnex for an amount not-to-exceed \$640,315 for three continuous years of semi-annual alum dosing in Canyon Lake, with the option to extend the services for two additional years.

with the following vote:

Ayes: Dennstedt, Jeffries, Magee, Warren
Noes: None
Absent: Williams
Abstain: None

4.0: Education and Outreach Support (Memo #803)

Mark Norton introduced LESJWA Consultant, Liselle DeGrave of DeGrave Communications, to provide a status report for the LESJWA Education and Outreach program.

Ms. DeGrave discussed the public outreach activities and that they also have established a Facebook page. She provided some user statistics since October 2016 when it was launched, and also showed how LESJWA compares to the City of Canyon Lake and the City of Lake Elsinore's pages. The comments received indicate that followers are quickly grasping the information. She noted that this is another avenue for connecting to our community without always having to rely on the newspaper to impart the information. The majority of people going to the site have provided favorable feedback.

Ms. DeGrave also reviewed the outreach and administration such as quarterly reports; issues management – an example being the Canyon Lake algae blooms, and the upcoming outreach activities such as the Elsinore Valley Chamber of Commerce, and attending the Lake Elsinore *Save the Lake Committee* meeting. They've been keeping a high presence and involvement, and trying to be as helpful as possible.

She announced to the Board that she had submitted LESJWA for some PRSA awards to be presented at the annual Polaris Awards Dinner, which recognizes the best public relations projects in the Inland Empire. LESJWA won the Polaris Award for the LESJWA infographic, and also won the Capella Award for Community Relations and the Alum Application Community Outreach.

The report was received and filed by the Board.

5.0: Report on Audit for Fiscal Year Ending June 30, 2016 (Memo #804)

Mark Norton introduced SAWPA/LESJWA Chief Financial Officer, Karen Williams.

Ms. Williams informed the Board that the Audit was performed by the firm of White Nelson Diehl Evans, LLP, and had been provided in draft form to all the LESJWA Member Agencies, and there were no comments or issues. LESJWA received a clean report where there were no qualifications or reportable conditions. LESJWA's financial reporting meets the generally accepted accounting principles, and is compliant with applicable State and Federal laws and regulations. She seeks approval of the Audit Report so she may send it out to the government agencies as required by law.

Upon motion by Director Jeffries, seconded by Director Dennstedt, the motion unanimously carried,

2016/12-3

MOVED, receive and file the Fiscal Year 2015-16 Report on Audit prepared by the auditing firm of White Nelson Diehl Evans, LLP, and direct staff to file the Report on Audit with the respective government agencies.

with the following vote:

Ayes: Dennstedt, Jeffries, Magee, Warren
Noes: None
Absent: Williams
Abstain: None

6.0: Phase 2 TMDL Compliance Monitoring Program – Alum Effectiveness Monitoring Change Order (Memo #805)

Mark Norton said this is a change order request to the existing task order with Amec Foster Wheeler Environment & Infrastructure, Inc. for an amount not-to-exceed \$20,252. The change order provides additional technical support to the Lake Elsinore and Canyon Lake TMDL Task Force monitoring program. The two parts for this work are 1) the pre- and post-alum effectiveness monitoring, conducted in October 2016, and 2) the stand-alone pre-alum effectiveness water quality assessment efforts required in association with future alum application events – two events annually. The Task Force is in support of this action.

Mr. Norton noted that the Task Force had discussed that even though we have an ongoing program each month, there is value in having this analysis done within a week of the alum application. A recent example is how the alum coagulated after the application. To avoid that, we want to do this pre-application evaluation, and Amec is doing this. The Task Force is in support of it and there is budget for it. Staff recommends approval of the change order to the existing Task Order.

Upon motion by Director Warren, seconded by Director Magee, the motion unanimously carried,

2016/12-4

MOVED, approval of Change Order No. 1 to Task Order No. AMEC160-02 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not-to-exceed \$20,252 for Lake Elsinore & Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring.

with the following vote:

Ayes:	Dennstedt, Jeffries, Magee, Warren
Noes:	None
Absent:	Williams
Abstain:	None

7.0: Lake Elsinore & Canyon Lake TMDL Task Force Status Report (Memo #806)

Mark Norton noted that some of the Task Force activities had already been discussed earlier in the meeting. The Task Force currently meets monthly, and a large part of the discussions has been on the TMDL revision work on which Richard Meyerhoff/CDM Smith presented today. Some of the recent Task Force discussions have been about algae toxins. The City of Lake Elsinore does have an algae toxin sampling program, which will be discontinued during the cooler months, but may restart in the future. They are watching it and know it's a concern to the Regional Board. They're not planning at this point to do any monitoring of the algae. The Task Force will be closely coordinating with them.

Discussed at the last Board meeting was a draft LEAMS agreement called the Nutrient Offset Agreement. That document has now been revised and is going through legal review by the County of Riverside and the City of Lake Elsinore. We await comments to get that solidified, and anticipate getting responses soon. This will be brought back to the Board for review and approval in early 2017.

Additionally, Tim Moore has been working on the Lake Elsinore Operation and Maintenance Agreement, which is currently under review by the original funding partners. The new Agreement will clarify the provisions regarding the reservation and assignment of offsets to address the three original project partners (County of Riverside, City of Lake Elsinore, EVMWD); the availability and ownership of any excess offset credits, and the terms and conditions for licensing excess offset credits to other parties. The core of that is the LEAMS License Agreement previously brought before the Board in draft form.

There also had been some concern by the boating and fishing groups about the Spiney Naiad, which has become more pervasive in Canyon Lake. It had been determined that it is a native plant that will need to be cut back on a regular basis as a regular maintenance activity by the POA. Other lakes experience similar invasive plant issues. Director Warren asked if anyone has discussed it with the POA. Mr. Norton said POA members attend the Task Force meetings, but they will pass it on to them.

Upon motion by Director Warren, seconded by Director Dennstedt, the motion unanimously carried,

2016/12-5

MOVED, receive and file a status report on the Lake Elsinore & Canyon Lake TMDL Task Force activities.

with the following vote:

Ayes: Dennstedt, Jeffries, Magee, Warren

Noes: None

Absent: Williams

Abstain: None

8.0: ADMINISTRATOR'S COMMENTS

Mark Norton said he wanted to follow up on the question asked by Supervisor Jeffries at the last meeting – have we investigated all the potential ways to fill Lake Elsinore, particularly with recycled water potentially from EMWD. Mr. Norton had contacted EMWD's Deputy General Manager, Nick Kanetis, and asked if they had a surplus, and what was a ballpark figure to buy water to fill the lake. Mr. Kanetis said in essence, they do not have a surplus and they're using all of their water at this time. The calculation to fill the lake came to roughly \$22 million.

Mr. Norton also had attended the Save the Lake committee last week. Pat Kilroy, former Lake Manager for the City of Lake Elsinore was the primary speaker, and there were about 40 citizens in attendance. Mr. Kilroy was very helpful in providing a lot of background information. He invited the citizens to attend the LESJWA Board meetings and notified them that we will do anything we can to help. People are recognizing that LESJWA is doing many good things to help out and restore the lake, and will continue to do so.

Chair Magee thanked Mark Norton for attending the Save the Lake meeting and for bringing the report back to the Board.

9.0: DIRECTORS' COMMENTS

None.

As there was no further business, Chair Magee adjourned the meeting at 5:19 p.m.

APPROVED: April 19, 2017

Robert Magee, Chair

ATTEST: April 19, 2017

Dawna Munson, Board Clerk

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LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 02/28/17

Balance as of 1/31/17	\$	872,491.28
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Funds Received

Deposits:

City of Moreno Valley - TMDL	\$	96,414.00
City of Beaumont - TMDL	\$	37,421.00

Open - Grant Invoices

DWR - Prop 84 Grant - Inv 1 Retention	\$	6,502.97
DWR - Prop 84 Grant - Inv 2 Retention	\$	2,019.94
DWR - Prop 84 Grant - Inv 3 Retention	\$	546.38
DWR - Prop 84 Grant - Inv 4	\$	6,342.40
DWR - Prop 84 Grant - Inv 5	\$	178,147.44
	\$	193,559.13

Open - Member & Other Contributions

CA Department of Fish & Wildlife	\$	35,121.00
West Riverside County Agricultural Coalition	\$	24,300.00
	\$	59,421.00

Total Due LESJWA	\$	252,980.13
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Disbursement List - February 2017		(130,417.13)
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Funds Available as of 02/28/17	\$	875,909.15
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Funds Available:

Checking	\$	85,529.06
LAIF	\$	790,380.09
Total	\$	875,909.15

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2017
as of February 28, 2017

Agency	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
March ARB	10,000.00	13,050.00	12,500.00	35,226.00	25,176.00	38,321.00
CalTrans	10,000.00	13,050.00	12,500.00	28,656.00	26,072.00	40,421.00
City of Beaumont	3,900.00	1,865.00	19,263.00	24,280.00	26,866.00	37,421.00
City of Canyon Lake	3,396.00	644.00	18,389.00	34,863.00	24,142.00	42,521.00
City of Hemet	22,696.00	6,286.00	18,175.00	25,510.00	27,958.00	54,278.00
City of Lake Elsinore	73,133.00	-	19,381.00	30,580.00	32,463.00	37,421.00
City of Menifee	20,458.00	23,649.00	44,155.00	55,821.00	23,584.00	100,499.00
City of Moreno Valley	52,520.00	15,425.00	103,565.00	113,058.00	17,750.00	96,414.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00
City of Perris	16,580.00	5,752.00	18,869.00	26,739.00	29,050.00	59,821.00
City of Riverside	2,965.00	1,575.00	17,641.00	24,280.00	26,866.00	38,921.00
City of San Jacinto	11,133.00	4,315.00	19,487.00	24,280.00	26,866.00	37,721.00
City of Wildomar	3,859.00	4,461.00	8,307.00	19,528.00	26,460.00	41,642.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00
Dept of Fish and Game	10,000.00	13,050.00	12,500.00	18,435.00	28,840.00	35,121.00
Eastern Municipal Water District	10,000.00	13,050.00	12,500.00	16,225.00	23,525.00	27,789.00
Elsinore Valley Municipal Water District	61,070.00	-	12,500.00	16,225.00	23,525.00	30,361.00
March JPA	10,000.00	13,050.00	12,500.00	24,485.00	27,160.00	38,921.00
San Jacinto Agricultural Operators	14,011.00	28,278.00	12,500.00	47,549.00	23,530.58	45,785.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00
Total Paid Contributions	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	875,509.00
Total Outstanding Contributions	-	-	-	-	-	35,121.00

Total Outstanding Contributions

Dept of Fish and Game	-	-	-	-	-	35,121.00
Total Outstanding All Years	-	-	-	-	-	35,121.00

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Eight Months Ending Tuesday, February 28, 2017

Assets

Checking - US Bank	\$85,529.06
L.A.I.F.	790,380.09
Accounts Receivable	252,980.13
Total Assets	<u>\$1,128,889.28</u>

Liabilities

Accounts Payable	24,543.21
Total Liabilities	<u>\$24,543.21</u>

Retained Earnings	497,763.78
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Excess Revenue over (under) Expenditures	<u>\$606,582.29</u>
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Total Net Assets	<u>\$1,104,346.07</u>
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Total Liabilities and Net Assets	<u>\$1,128,889.28</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Eight Months Ending Tuesday, February 28, 2017

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
State Grant Proceeds	\$0.00	\$178,147.44	\$172,000.00	103.57%	(\$6,147.44)
LAIF Interest	0.00	2,344.11	1,500.00	156.27%	(844.11)
Member Agency Contributions	0.00	279,234.00	279,234.00	100.00%	0.00
Other Agency Contributions	0.00	755,696.00	759,873.00	99.45%	4,177.00
Total Revenues	\$0.00	\$1,215,421.55	\$1,212,607.00	100.23%	(\$2,814.55)
Expenses					
Salaries - Regular	4,581.87	44,744.00	58,248.00	76.82%	13,504.00
Payroll Burden	1,988.54	19,418.92	25,279.00	76.82%	5,860.08
Overhead	7,234.77	70,650.79	91,973.00	76.82%	21,322.21
Audit Fees	0.00	5,500.00	5,500.00	100.00%	0.00
Consulting - General	99,482.38	464,279.13	792,106.00	58.61%	327,826.87
Other Contract Services	0.00	0.00	240,000.00	0.00%	240,000.00
Legal Fees	0.00	1,618.75	500.00	323.75%	(1,118.75)
Meeting & Conference Expense	29.16	145.15	100.00	145.15%	(45.15)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	58.50	50.00	117.00%	(8.50)
Insurance Expense	0.00	2,367.00	2,260.00	104.73%	(107.00)
Interest Expense	0.00	57.02	50.00	114.04%	(7.02)
Total Expenditures	\$113,316.72	\$608,839.26	\$1,216,176.00	50.06%	\$607,336.74
Excess Revenue over (under) Expenditures	(\$113,316.72)	\$606,582.29	(\$3,569.00)	-16995.86%	(\$610,151.29)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending February 28, 2017

	JPA		TMDL				Budget	% Used	Budget	Variance
	Administration		Task Force		Total					
Revenues										
State Grant Proceeds	\$	-	\$	178,147.44	\$	178,147.44	\$	172,000.00	103.57%	\$ (6,147.44)
LAIF Interest		2,344.11		-		2,344.11		1,500.00	156.27%	(844.11)
Member Agency Contributions		100,000.00		179,234.00		279,234.00		279,234.00	100.00%	-
Other Agency Contributions		-		755,696.00		755,696.00		759,873.00	99.45%	4,177.00
Total Revenues	\$	102,344.11	\$	1,113,077.44	\$	1,215,421.55	\$	1,212,607.00	100.23%	\$ (2,814.55)
Expenditures										
Salaries	\$	17,634.21	\$	27,109.79	\$	44,744.00	\$	58,248.00	76.82%	\$ 13,504.00
Benefits		7,653.26		11,765.66		19,418.92		25,279.00	76.82%	5,860.08
G&A Allocation		27,844.43		42,806.36		70,650.79		91,973.00	76.82%	21,322.21
Audit Fees		5,500.00		-		5,500.00		5,500.00	100.00%	-
Consulting		11,492.45		452,786.68		464,279.13		792,106.00	58.61%	327,826.87
Other Contract Services		-		-		-		240,000.00	0.00%	240,000.00
Legal Fees		1,618.75		-		1,618.75		500.00	0.00%	(1,118.75)
Meeting & Conference Expense		126.16		18.99		145.15		100.00	145.15%	(45.15)
Office Expense		-		-		-		60.00	0.00%	60.00
Shipping & Postage		-		-		-		50.00	0.00%	50.00
Other Expense		58.50		-		58.50		50.00	117.00%	(8.50)
Insurance Expense		2,367.00		-		2,367.00		2,260.00	104.73%	(107.00)
Interest Expense		57.02		-		57.02		50.00	114.04%	(7.02)
Total Expenditures	\$	74,351.78	\$	534,487.48	\$	608,839.26	\$	1,216,176.00	50.06%	\$ 607,336.74
Excess Revenue over (under) Expenditures	\$	27,992.33	\$	578,589.96	\$	606,582.29	\$	(3,569.00)	100.00%	\$ (610,151.29)
Cash Balance @ 2/28/17	\$	73,568.19	\$	802,340.96	\$	875,909.15				

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
February 28, 2017**

Check #	Check Date	Type	Vendor	Check Amount
EFT075	2/9/2017	CHK	Santa Ana Watershed Project Authority	\$14,980.36
EFT076	2/9/2017	CHK	Amec Foster Wheeler Environment	\$9,551.91
EFT077	2/17/2017	CHK	AquaTechnex LLC	\$70,129.80
EFT078	2/23/2017	CHK	CDM Smith Inc	\$7,822.70
EFT079	2/23/2017	CHK	AquaTechnex LLC	\$26,500.00
EFT080	2/23/2017	CHK	DeGrave Communications	\$1,432.36
Total Disbursements February 2017				<u><u>\$130,417.13</u></u>

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY
CASH FLOW STATEMENT
AS OF 01/31/17

Balance as of 12/31/16	\$	877,848.70
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Funds Received

Deposits:

MWH Refund	\$	608.49
City of Wildomar TMDL	\$	41,642.00
LAIF Interest	\$	1,577.03

Open - Grant Invoices

DWR - Prop 84 Grant - Inv 1 Retention	\$	6,502.97
DWR - Prop 84 Grant - Inv 2 Retention	\$	2,019.94
DWR - Prop 84 Grant - Inv 3 Retention	\$	546.38
DWR - Prop 84 Grant - Inv 4	\$	6,342.40
DWR - Prop 84 Grant - Inv 5	\$	178,147.44
	\$	193,559.13

Open - Member & Other Contributions

City of Beaumont	\$	37,421.00
City of Moreno Valley	\$	96,414.00
CA Department of Fish & Wildlife	\$	35,121.00
West Riverside County Agricultural Coalition	\$	24,300.00
	\$	193,256.00

Total Due LESJWA

	\$	386,815.13
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Disbursement List - January 2017

		(49,184.94)
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Funds Available as of 01/31/17

	\$	872,491.28
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Funds Available:

Checking	\$	32,111.19
LAIF	\$	840,380.09
Total	\$	872,491.28

Lake Elsinore San Jacinto Watersheds Authority
LE/CL TMDL Invoice History
FYE 2011 - 2017
as of January 31, 2017

Agency	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
March ARB	10,000.00	13,050.00	12,500.00	35,226.00	25,176.00	38,321.00
CalTrans	10,000.00	13,050.00	12,500.00	28,656.00	26,072.00	40,421.00
City of Beaumont	3,900.00	1,865.00	19,263.00	24,280.00	26,866.00	37,421.00
City of Canyon Lake	3,396.00	644.00	18,389.00	34,863.00	24,142.00	42,521.00
City of Hemet	22,696.00	6,286.00	18,175.00	25,510.00	27,958.00	54,278.00
City of Lake Elsinore	73,133.00	-	19,381.00	30,580.00	32,463.00	37,421.00
City of Menifee	20,458.00	23,649.00	44,155.00	55,821.00	23,584.00	100,499.00
City of Moreno Valley	52,520.00	15,425.00	103,565.00	113,058.00	17,750.00	96,414.00
City of Murrieta	650.00	-	12,426.00	24,280.00	26,866.00	38,321.00
City of Perris	16,580.00	5,752.00	18,869.00	26,739.00	29,050.00	59,821.00
City of Riverside	2,965.00	1,575.00	17,641.00	24,280.00	26,866.00	38,921.00
City of San Jacinto	11,133.00	4,315.00	19,487.00	24,280.00	26,866.00	37,721.00
City of Wildomar	3,859.00	4,461.00	8,307.00	19,528.00	26,460.00	41,642.00
County of Riverside	32,919.00	-	30,165.00	36,469.00	30,362.00	68,931.00
Dept of Fish and Game	10,000.00	13,050.00	12,500.00	18,435.00	28,840.00	35,121.00
Eastern Municipal Water District	10,000.00	13,050.00	12,500.00	16,225.00	23,525.00	27,789.00
Elsinore Valley Municipal Water District	61,070.00	-	12,500.00	16,225.00	23,525.00	30,361.00
March JPA	10,000.00	13,050.00	12,500.00	24,485.00	27,160.00	38,921.00
San Jacinto Agricultural Operators	14,011.00	28,278.00	12,500.00	47,549.00	23,530.58	45,785.00
San Jacinto Dairy & CAFO Operators	10,000.00	10,211.00	12,500.00	16,225.00	-	-
Total	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	910,630.00
Total Paid Contributions	379,290.00	167,711.00	429,823.00	642,714.00	497,061.58	741,674.00
Total Outstanding Contributions	-	-	-	-	-	168,956.00
Total Outstanding Contributions						
City of Beaumont	-	-	-	-	-	37,421.00
City of Moreno Valley	-	-	-	-	-	96,414.00
Dept of Fish and Game	-	-	-	-	-	35,121.00
Total Outstanding All Years	-	-	-	-	-	168,956.00

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Seven Months Ending Tuesday, January 31, 2017

Assets

Checking - US Bank	\$32,111.19
L.A.I.F.	840,380.09
Accounts Receivable	386,815.13
Total Assets	<u>\$1,259,306.41</u>

Liabilities

Accounts Payable	<u>41,643.62</u>
Total Liabilities	<u>\$41,643.62</u>

Retained Earnings	497,763.78
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Excess Revenue over (under) Expenditures	<u>\$719,899.01</u>
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Total Net Assets	<u>\$1,217,662.79</u>
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Total Liabilities and Net Assets	<u>\$1,259,306.41</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Seven Months Ending Tuesday, January 31, 2017

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
State Grant Proceeds	\$0.00	\$178,147.44	\$172,000.00	103.57%	(\$6,147.44)
LAIF Interest	1,577.03	2,344.11	1,500.00	156.27%	(844.11)
Member Agency Contributions	0.00	279,234.00	279,234.00	100.00%	0.00
Other Agency Contributions	0.00	755,696.00	759,873.00	99.45%	4,177.00
Total Revenues	\$1,577.03	\$1,215,421.55	\$1,212,607.00	100.23%	(\$2,814.55)
Expenses					
Salaries - Regular	4,942.45	40,162.13	58,248.00	68.95%	18,085.87
Payroll Burden	2,145.03	17,430.38	25,279.00	68.95%	7,848.62
Overhead	7,804.13	63,416.02	91,973.00	68.95%	28,556.98
Audit Fees	0.00	5,500.00	5,500.00	100.00%	0.00
Consulting - General	8,680.16	364,796.75	792,106.00	46.05%	427,309.25
Other Contract Services	0.00	0.00	240,000.00	0.00%	240,000.00
Legal Fees	0.00	1,618.75	500.00	323.75%	(1,118.75)
Meeting & Conference Expense	0.00	115.99	100.00	115.99%	(15.99)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	58.50	58.50	50.00	117.00%	(8.50)
Insurance Expense	0.00	2,367.00	2,260.00	104.73%	(107.00)
Interest Expense	30.25	57.02	50.00	114.04%	(7.02)
Total Expenditures	\$23,660.52	\$495,522.54	\$1,216,176.00	40.74%	\$720,653.46
Excess Revenue over (under) Expenditures	(\$22,083.49)	\$719,899.01	(\$3,569.00)	-20170.89%	(\$723,468.01)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending January 31, 2017

	JPA		TMDL				Budget	% Used	Budget	Variance
	Administration		Task Force		Total					
Revenues										
State Grant Proceeds	\$	-	\$	178,147.44	\$	178,147.44	\$	172,000.00	103.57%	\$ (6,147.44)
LAIF Interest		2,344.11		-		2,344.11		1,500.00	156.27%	(844.11)
Member Agency Contributions		100,000.00		179,234.00		279,234.00		279,234.00	100.00%	-
Other Agency Contributions		-		755,696.00		755,696.00		759,873.00	99.45%	4,177.00
Total Revenues	\$	102,344.11	\$	1,113,077.44	\$	1,215,421.55	\$	1,212,607.00	100.23%	\$ (2,814.55)
Expenditures										
Salaries	\$	16,688.39	\$	23,473.73	\$	40,162.12	\$	58,248.00	68.95%	\$ 18,085.88
Benefits		7,242.77		10,187.61		17,430.38		25,279.00	68.95%	7,848.62
G&A Allocation		26,350.98		37,065.04		63,416.02		91,973.00	68.95%	28,556.98
Audit Fees		5,500.00		-		5,500.00		5,500.00	100.00%	-
Consulting		8,639.87		356,156.88		364,796.75		792,106.00	46.05%	427,309.25
Other Contract Services		-		-		-		240,000.00	0.00%	240,000.00
Legal Fees		1,618.75		-		1,618.75		500.00	0.00%	(1,118.75)
Meeting & Conference Expense		97.00		18.99		115.99		100.00	115.99%	(15.99)
Office Expense		-		-		-		60.00	0.00%	60.00
Shipping & Postage		-		-		-		50.00	0.00%	50.00
Other Expense		58.50		-		58.50		50.00	117.00%	(8.50)
Insurance Expense		2,367.00		-		2,367.00		2,260.00	104.73%	(107.00)
Interest Expense		57.02		-		57.02		50.00	114.04%	(7.02)
Total Expenditures	\$	68,620.28	\$	426,902.25	\$	495,522.53	\$	1,216,176.00	40.74%	\$ 720,653.47
Excess Revenue over (under) Expenditures	\$	33,723.83	\$	686,175.19	\$	719,899.02	\$	(3,569.00)	100.00%	\$ (723,468.02)
Cash Balance @ 1/31/17	\$	77,774.61	\$	794,716.67	\$	872,491.28				

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
January 31, 2017**

Check #	Check Date	Type	Vendor	Check Amount
1079	1/12/2017	CHK	White Nelson Diehl Evans LLP	\$1,300.00
1080	1/20/2017	CHK	Amec Foster Wheeler Environmental	\$11,337.74
1081	1/26/2017	CHK	Law Office of David L. Wysocki	\$87.50
EFT071	1/12/2017	CHK	Santa Ana Watershed Project Authority	\$14,894.08
EFT072	1/20/2017	CHK	Risk Sciences	\$8,820.00
EFT073	1/20/2017	CHK	DeGrave Communications	\$1,748.72
EFT074	1/26/2017	CHK	CDM Smith Inc	\$10,996.90
Total Disbursements January 2017				<u>\$49,184.94</u>

Lake Elsinore/San Jacinto Watershed Authority
Statement of Net Assets
For the Six Months Ending Saturday, December 31, 2016

Assets

Checking - US Bank	\$14,045.64
L.A.I.F.	863,803.06
Accounts Receivable	428,457.13
Total Assets	<u>\$1,306,305.83</u>

Liabilities

Accounts Payable	49,184.94
Total Liabilities	<u>\$49,184.94</u>

Retained Earnings	497,763.78
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Excess Revenue over (under) Expenditures	<u>\$759,357.11</u>
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Total Net Assets	<u>\$1,257,120.89</u>
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Total Liabilities and Net Assets	<u>\$1,306,305.83</u>
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Lake Elsinore/San Jacinto Watershed Authority
Revenues, Expenses and Changes in Net Assets
For the Six Months Ending Saturday, December 31, 2016

	Period Actual	YTD Actual	Annual Budget	% Used	Budget Variance
Revenues					
State Grant Proceeds	\$0.00	\$178,147.44	\$172,000.00	103.57%	(\$6,147.44)
LAIF Interest	0.00	767.08	1,500.00	51.14%	732.92
Member Agency Contributions	0.00	279,234.00	279,234.00	100.00%	0.00
Other Agency Contributions	0.00	755,696.00	759,873.00	99.45%	4,177.00
Total Revenues	\$0.00	\$1,213,844.52	\$1,212,607.00	100.10%	(\$1,237.52)
Expenses					
Salaries - Regular	4,943.27	35,219.68	58,248.00	60.47%	23,028.32
Payroll Burden	2,145.38	15,285.35	25,279.00	60.47%	9,993.65
Overhead	7,805.43	55,611.89	91,973.00	60.47%	36,361.11
Audit Fees	0.00	5,500.00	5,500.00	100.00%	0.00
Consulting - General	6,548.72	338,741.98	792,106.00	42.76%	453,364.02
Other Contract Services	0.00	0.00	240,000.00	0.00%	240,000.00
Legal Fees	87.50	1,618.75	500.00	323.75%	(1,118.75)
Meeting & Conference Expense	0.00	115.99	100.00	115.99%	(15.99)
Shipping & Postage	0.00	0.00	50.00	0.00%	50.00
Office Supplies	0.00	0.00	60.00	0.00%	60.00
Other Expense	0.00	0.00	50.00	0.00%	50.00
Insurance Expense	0.00	2,367.00	2,260.00	104.73%	(107.00)
Interest Expense	0.00	26.77	50.00	53.54%	23.23
Total Expenditures	\$21,530.30	\$454,487.41	\$1,216,176.00	37.37%	\$761,688.59
Excess Revenue over (under) Expenditures	(\$21,530.30)	\$759,357.11	(\$3,569.00)	-21276.47%	(\$762,926.11)

Lake Elsinore San Jacinto Watersheds Authority
Revenues, Expenses and Changes in Net Assets by Project
For the Month Ending December 31, 2016

	JPA	TMDL				Budget	% Used	Budget	Variance
	Administration	Task Force	Total						
Revenues									
State Grant Proceeds	\$ -	\$ 178,147.44	\$ 178,147.44	\$ 172,000.00	103.57%	\$ (6,147.44)			
LAIF Interest	767.08	-	767.08	1,500.00	51.14%	732.92			
Member Agency Contributions	100,000.00	179,234.00	279,234.00	279,234.00	100.00%	-			
Other Agency Contributions	-	755,696.00	755,696.00	759,873.00	99.45%	4,177.00			
Total Revenues	\$ 100,767.08	\$ 1,113,077.44	\$ 1,213,844.52	\$ 1,212,607.00	100.10%	\$ (1,237.52)			
Expenditures									
Salaries	\$ 15,797.15	\$ 19,422.53	\$ 35,219.68	\$ 58,248.00	60.47%	\$ 23,028.32			
Benefits	6,855.97	8,429.38	15,285.35	25,279.00	60.47%	9,993.65			
G&A Allocation	24,943.71	30,668.18	55,611.89	91,973.00	60.47%	36,361.11			
Audit Fees	5,500.00	-	5,500.00	5,500.00	100.00%	-			
Consulting	7,207.51	331,534.47	338,741.98	792,106.00	42.76%	453,364.02			
Other Contract Services	-	-	-	240,000.00	0.00%	240,000.00			
Legal Fees	1,618.75	-	1,618.75	500.00	0.00%	(1,118.75)			
Meeting & Conference Expense	97.00	18.99	115.99	100.00	115.99%	(15.99)			
Office Expense	-	-	-	60.00	0.00%	60.00			
Shipping & Postage	-	-	-	50.00	0.00%	50.00			
Other Expense	-	-	-	50.00	0.00%	50.00			
Insurance Expense	2,367.00	-	2,367.00	2,260.00	104.73%	(107.00)			
Interest Expense	26.77	-	26.77	50.00	53.54%	23.23			
Total Expenditures	\$ 64,413.86	\$ 390,073.55	\$ 454,487.41	\$ 1,216,176.00	37.37%	\$ 761,688.59			
Excess Revenue over (under) Expenditures	\$ 36,353.22	\$ 723,003.89	\$ 759,357.11	\$ (3,569.00)	100.00%	\$ (762,926.11)			
Cash Balance @ 12/31/16	\$ 87,073.66	\$ 790,775.04	\$ 877,848.70						

**Lake Elsinore San Jacinto
Watershed Authority
Disbursements
December 31, 2016**

Check #	Check Date	Type	Vendor	Check Amount
1077	12/9/2016	CHK	Amec Foster Wheeler Environmental	\$17,384.77
1078	12/22/2016	CHK	Golden State Labor Compliance	\$4,800.00
EFT068	12/9/2016	CHK	Santa Ana Watershed Project	\$16,840.18
EFT069	12/14/2016	CHK	CDM Smith Inc	\$22,245.80
EFT070	12/22/2016	CHK	DeGrave Communications	\$1,644.99
Total Disbursements December 2016				<u>\$62,915.74</u>

LESJWA

Education and Outreach Committee Meeting Notes

February 13, 2017

Members Present: Mark Norton, Chair, SAWPA
Bonnie Woodrome, EVMWD
Nelly Telleria, City of Lake Elsinore

Others Present: Liselle DeGrave, DeGrave Communications

Members Absent: Vicki Warren, City of Canyon Lake
Steve Horn, County of Riverside
Nicole Dailey, City of Lake Elsinore

1. Call to Order

Mark Norton called the meeting to order at 12:13 pm at Elsinore Valley Municipal Water District (EVMWD), located at 31315 Chaney Street, Lake Elsinore, California.

2. Additions/Corrections to the Agenda

None

3. Approval of the Meeting Notes

The meeting notes from November 14, 2017 were reviewed and deemed acceptable by the Committee.

4. Lake Levels

- Lake Levels – The most current lake levels at Lake Elsinore are 1239.39 (February 6), and 1381.55' at Canyon Lake (February 6). The lake levels from the last meeting at Lake Elsinore were 1232.19 (November 7) and Canyon Lake at 1377.15 (November 7). The Committee agreed that with the increased lake levels at Lake Elsinore, the outlook for water quality on the lake is much more favorable.

5. Canyon Lake

- Update. Mr. Norton stated that the alum application originally scheduled from Feb. 7 – 10, 2017 was delayed by one day due to rain which in turn affected the Canyon Lake Marine Patrol's quagga mussel boat inspection of the alum boat. However, despite the one day delay, the work proceeded on Feb. 8-10th and was scheduled to be complete on Monday, Feb. 9th. The alum application was conducted a bit earlier than normal based on the recommendations of the Canyon Lake Alum Application technical advisory committee. The reasons for the earlier application was because 1) lower pH level occurs earlier and allows alum to bind more efficiently, 2) alum could be applied before first algae bloom that usually occurs in late February, 3) may help avoid the supersaturated DO condition that caused alum floc to float as during the 2014 application and 4) be completed before the bass begin spawning. The TAC agreed that if the alum application occurred late in the winter or rainy season, the phosphorus already in the water column from prior storms this winter will likely result in a large algae bloom in February/March. Such a bloom will interfere with an application and could defer the application even longer until the bloom passes (as we did in 2015). This in turn would have left a very small window in late spring to get the application done to avoid the prime recreational period between Memorial Day and Labor Day (active recreation season).

6. Lake Elsinore

- Update. Mr. Norton reported that with the higher lake levels at Lake Elsinore, the lake conditions are likely to significantly improve from the prior summer. Lake quality sampling reports as a result of the recent rains will not be available for a few months. Ms. Telleria reported that a presentation was made to the Lake Elsinore Save the Lake Committee on Jan. 20th by the Lake Elsinore's City Council member, Natasha Johnson. Mr. Norton assisted Natasha and the City staff in input and review of her presentation along with Greg Morrison of EVWMD. Overall the presentation focused on the history of the lake, the lake challenges, the City's ongoing efforts to assist the lake such as the Lake Watch program, the algae toxicity testing, and federal lobbying support and operation of many lake projects funded and supported by LESJWA such as the Lake Elsinore aeration and mixing system, island well improvements, recycled water nutrient removal and recycled water transfer pipeline. The presentation was well received and Greg, Natasha and I helped field questions from the audience. The Save the Lake organizers asked both Greg Morrison and I to make presentations in the future for the Committee.

The next Save the Lake Committee meeting will be held on Feb. 27th at 7 pm in Wildomar, and the presentation will be made by Greg Morrison of EVWMD.

7. Outreach

- **Canyon Lake Alum Sign Layout**

Mr. Norton shared that the previous sign at Canyon Lake that LESJWA posted as required under the DWR grant has become discolored and unsightly. Vicki Warren and Nancy Horton had both suggested that perhaps a replacement sign could be posted. Mr. Norton's has obtained some quotes for the sign replacement and asked Liselle DeGrave for assistance with the graphics for the sign. She obtained a quote and the costs will be shared with the LE/CL TMDL Task Force at their next meeting on Feb. 16th. Ms. DeGrave asked where the existing sign was located. Mr. Norton said he could check. Ms. DeGrave suggested that it may be best to post multiple smaller signs as an option. Although the sign is no longer required under the DWR grant since the grant monies have been fully expended under past alum applications, there still may be value in having an educational sign seeing that the alum application will continue twice per year every year for the foreseeable future. This will be discussed with the Task Force and their possible funding of the new sign(s).

- **City Council Outreach Material Packets**

Ms. DeGrave asked if the material packets which included a letter from LESJWA, the LESJWA Brochure and LESJWA Infographic had been sent out to all the new city council members representing the LE/CL TMDL Task Force agencies. Mr. Norton said that he thought they had been sent out but will confirm. He indicated that he has not received any responses to the letters as of this date.

- **Facebook Updates**

Ms. DeGrave handed out a two-page statistic page showing the results of the LESJWA Facebook outreach effort. Overall, the outreach is going well and growing. The LESJWA Facebook now showed 562 Likes with 1862 views of the LESJWA Alum Video. EVWMD has been very helpful in providing photos for posting and most of the responses have been very positive. Ms. DeGrave will continue to monitor the LESJWA Facebook and post items worthy of interest.

- **Chamber Outreach**

Ms. DeGrave shared the draft article that was going to be posted in the Chamber of Commerce newsletter about LESJWA. She stated that the Wildomar Chamber was interested in hearing a presentation about LESJWA in April, so Mr. Norton will be conducting that presentation. Ms. DeGrave asked the Committee to review the article and provide any edits to her within the week.

- **Online Media Kit**

Ms. DeGrave reported that the LESJWA website now has a specific location and button for Newsroom that the media can use to access an online media kit that provides ready access to photos, articles, and other resources as reporters prepare press articles. Liselle DeGrave worked with Zyanya Blancas at SAWPA to post this feature on the LESJWA website.

- **Watershed Map**

Ms. DeGrave shared copies of a new Lake Elsinore and San Jacinto Watersheds map with the Committee. Liselle indicated that this map was prepared to give the audience a better sense of where the watersheds are located and how they drained into the two lakes in relation to freeways, highways, and cities in the watersheds. The Committee was pleased with the map and felt it was acceptable to post on the LESJWA website.

- **Splash into Spring**

Ms. DeGrave reported that she would be preparing for a LESJWA booth at the EVWMD Splash into Spring event on Saturday, March 25th. Although Ms. DeGrave will not be able to attend, she will have staff available to operate the booth as well as a volunteer to be costumed for LESJWA's Bessie the Bass as in past years.

11. Discuss Items for Next Agenda

- No items were discussed.

12. Next Meeting Date

The next LESJWA Education and Outreach Committee meeting is scheduled for Monday, May. 15th at 12 noon at EVMWD.

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**MEETING NOTES
OF THE
LAKE ELSINORE/CANYON LAKE TMDL TASK FORCE**

February 16, 2017

PARTICIPANTS

John Rudolph
Richard Meyerhoff
Steven Wolosoff
Phuong Hunter
Jeff Endicott
Daniel Cortese
Rita Thompson
Farid Dost
Jamie Richards
Cynthia Gabaldon
Mike Roberts
Lynn Merrill
Steve Horn
Liselle DeGrave
Nancy Horton
Sudhir Mohleji
Lauren Sotelo
Ankita Vyas
Kyle Gallup
Mark Smythe
Steven Wolosoff
Garth Englehorn
Pat Boldt
Tim Moore
Mark Norton
Rick Whetsel

REPRESENTATIVE

AMEC Foster Wheeler
CDM Smith
CDM Smith
City of Beaumont
City of Hemet
City of Hemet
City of Lake Elsinore
City of Lake Elsinore
City of Menifee
City of Perris
City of Riverside
City of San Jacinto
County of Riverside
DeGrave Communications
Elsinore Valley MWD
Elsinore Valley MWD
March JPA
Michael Baker/Caltrans
Riverside County Flood Control & WCD
Regional Water Quality Control Board
CDM Smith
Alta Environmental
WRCAC
Risk Sciences
Santa Ana Watershed Project Authority
Santa Ana Watershed Project Authority

Via Conference Call:

Bobby Gustafson
Steve Pastor
Rae Beimer

Elsinore Valley MWD
Riverside County Farm Bureau
Cities of Canyon Lake/Moreno Valley

Call to Order & Introductions

The Lake Elsinore/Canyon Lake TMDL Task Force meeting was called to order at 9:35 p.m. by Rick Whetsel at the Santa Ana Watershed Project Authority, Riverside, California.

Meeting Notes

The Meeting Notes were approved by the Task Force for the meeting held on January 4, 2017.

Discussion: Update and Revise TMDLS (CDM Smith/Risk Sciences)

Richard Meyerhoff/CDM Smith provided stakeholders an update on the TMDL Technical report.

A. General Project Update:

Mr. Meyerhoff discussed the next steps. This includes the preparation of the next two chapters: Linkage Analysis and the Wasteload and Load Allocations, which are being worked on simultaneously. Drafts of these chapters are expected to be sent out together in mid to late March.

After that, CDM Smith will shift gears from the numbers and begin work on Chapter 7, Implementation Chapter. This chapter will detail all of the BMPs implemented by stakeholders since the formation of the Task Force.

B. Draft Wasteload Allocation:

Steve Wolosoff/CDM briefed stakeholders on the status of the project, which included an update on the numeric targets developed for Canyon Lake, followed by a discussion of the wasteload allocations and the reductions required to achieve these allocations.

A direct link is provided below to SAWPA's website containing all the presentations given at the meeting:

<http://www.sawpa.org/wp-content/uploads/2012/05/2017-2-16-CDM-Alta-RCFCD-Presentations-2-CL-Alum-Signs-comb1.pdf>

Discussion: Draft LEAMS License Agreement for Excess Offset Credits (Risk Sciences)

Tim Moore noted comments received from stakeholders on the Draft License Agreement have been addressed.

Mr. Moore noted on lines 144-149 of the Agreement that the current credit/hour ratio of 3.5 kg of 148 phosphorus reduction credit, and 22 kg of nitrogen are not fixed and may be revised by the operators in the future.

Stakeholders requested that this agreement be linked to the Operators Agreement for the Operation and Maintenance of LEAMS.

Mark Norton informed stakeholders that Tim Moore will be bringing the agreement to the April 19th LESJWA Board meeting for approval.

A copy of the Draft License Agreement for Excess Offset Credits Generated by LEAMS, and Tim Moore's other meeting handouts are available on SAWPA's website:

<http://www.sawpa.org/wp-content/uploads/2012/05/Risk-Sciences-Handouts-2-16-17-w-ver-4-Leams-Lic.-Agmt.pdf>

Discussion: Spring 2017 Canyon Lake Alum Project (LESJWA Staff)

Rick Whetsel provided an update on the Canyon Lake Alum treatment project.

A. February (spring) 2017 Alum Application

The February 2017 alum application was completed successfully.

Nancy Horton noted that this spring alum application was the best to date, with no negative feedback from Canyon Lake residents..

B. New Alum Project Sign(s) and Cost Estimate

This is in response to stakeholders' requests to replace the Alum Project sign with two new signs, one to replace the current sign at Holiday Harbor Park and a second sign at East Port Park. LESJWA staff received a quote for two aluminum 4x8 foot signs from Highway Safety Sign Company for a cost of \$1,520.

Mark Norton recommended that DeGrave Communications design the sign layout. Liselle DeGrave estimated approximately \$500 for sign design and graphics. She provided stakeholders a draft sample of a design for the sign.

Following discussion of modifications to the sign design, a motion was put forward by Steve Horn and seconded by Pat Boldt to authorize staff to proceed with the preparation of two new signs with a budget not to exceed \$2,500.

Update: 2016-17 Storms (RCFC&WCD)

Kyle Gallup/RCFC&WCD presented to stakeholders an update on the winter storm events. This included aerial images of the San Jacinto River near Mystic Lake and a brief video of the spill over from Canyon lake dam.

Update: TMDL Compliance Program

A. Watershed Storm Monitoring (Alta Environmental)

Garth Englehorn/Alta Environmental provided an update on the storm monitoring component of the LE&CL TMDL Compliance Monitoring program.

Mr. Englehorn noted that the upcoming storm event will be the third storm for the season. He asked if stakeholders are interested in additional monitoring of Canyon Lake outflow, as there has only been data collected for two events at that site, and there is available funding for additional monitoring if another storm occurs. Stakeholders decided that this was not necessary as historical monitoring records show the water quality data results to be fairly consistent at the various monitoring sites across storm events.

In light of the recent alum addition, Tim Moore requested additional sampling for total, dissolved and sediment concentrations of aluminum. This monitoring would be performed at all there monitoring locations and is intended to show the concentrations of aluminum entering Canyon Lake, as well as aluminum leaving Canyon Lake.

Following discussion, a motion was brought forward by Lynn Merrill and seconded by Phuong Hunter to include the additional aluminum monitoring. The motion passed unanimously to conduct additional aluminum monitoring using Task Force contingency funds.

B. 303D List Update (Risk Sciences)

Tim Moore informed stakeholders of the new 303-D list published by the State and the listing of DDT for Lake Elsinore.

Mr. Moore believes this listing will not to be an issue for stakeholders, as it was from data collected in 2007 from fish tissue samples. He noted that DDT, like PCB's, which also was detected for Lake Elsinore a number of years ago are not being detected in the water column and are probably 80 to 90 percent degraded from the time when they were discharged, and because the appropriate regulatory actions were taken (i.e. the substances were banned), there are no active management strategies that stakeholders need to implement.

Lake Updates

Mr. Whetsel reminded everyone of the email to stakeholders regarding a Harmful Algal Blooms (HABs) Webinar on April 5th, 2017, and a workshop at SCCWRP April 25th to 27th.

Lake Elsinore

Due to the recent storms, Lake Elsinore lake level is currently 1,239.5 feet above sea level.

Canyon Lake

Nancy Horton reported that Canyon Lake is full and that the dam will likely spill again with the next storms.

Task Force Administration (LESJWA Staff)

A. DRAFT FY 2017-18 Task Force Budget

Rick Whetsel noted that the Draft FY 2017-18 LE&CL TMDL Task Force Budget was distributed for review by stakeholders.

The plan moving forward is to wrap up discussion and approve the budget at next month's Task Force meeting.

B. Task Force Agreement (expires 6/30/2107)

Rick Whetsel reminded stakeholders that a draft amendment to the Task Force Agreement was distributed to stakeholders.

The plan moving forward is to discuss the draft amendment at next month's Task Force meeting.

Other Business

Mark Norton reminded stakeholders of the upcoming OWOW Workshop on Thursday February 23rd from 9:00 to 10:00 a.m. at SAWPA and urged them to attend.

Schedule Next Meeting

The next LE&CL TMDL Task Force meetings are scheduled for March 22nd from 9:30a.m. to noon at SAWPA.

Adjourn

The meeting adjourned at 12:10 p.m.

LESJWA BOARD MEMORANDUM NO. 807

DATE: April 19, 2017

SUBJECT: Funding Agreement with RCFCWCD for Support of LESJWA

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve a Funding Agreement with RCFCWCD for Support for the Implementation and Administration of Watershed Programs for Lake Elsinore and Canyon Lake for FY 2017-2018 through FY 2019-2020.

BACKGROUND

In February 25, 2015, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and LESJWA executed a funding agreement to provide \$20,000 from FYE 2015- 2017 to help fund LESJWA, as much of the MS4 compliance activities associated with the Lake Elsinore and Canyon Lake TMDL compliance are administered by LESJWA.

Attached is a new funding agreement between the RCFC&WCD and LESJWA that continues the support to LESJWA in the implementation and administration of watershed programs for Lake Elsinore and Canyon Lake. The funding provides \$20,000 per year for the next three years, FY 2017-2018, FY 2018-2019, and FY 2019-2020, and can be used for the administrative and management activities of the LESJWA JPA.

Staff is continuing efforts to invite other agencies from the San Jacinto River Watershed to consider joining the LESJWA JPA with associated funding support.

RESOURCES IMPACT

Funding of SAWPA staff time for LESJWA JPA activities will be provided by local contributions from LESJWA member agencies and RCFC&WCD. All LESJWA activities associated with the LE/CL TMDL Task Force will continue to be funded by the LE/CL TMDL Task Force members.

MN:dm

Attachment:

1. Funding Agreement – Support for the Implementation and Administration of Watershed Programs for the Lake Elsinore and Canyon Lake FY 2017/2018 – FY 2019-2020

JASON E. UHLEY
General Manager-Chief Engineer



1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org
211474

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

March 30, 2017

Mr. Mark Norton
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

Dear Mr. Norton:

Re: Funding Agreement – Support for the
Implementation and Administration of
Watershed Programs for Lake Elsinore
and Canyon Lake FY 2017/18-FY 2019/20

Enclosed herewith is an updated informational copy of the above-referenced Funding Agreement and three signature pages. Please note that attorneys' fees provisions have been removed. It is our intent to take the Agreement to our Board for approval on April 18, 2017. Once Lake Elsinore and San Jacinto Watersheds Authority acts on the agreement at its April meeting, please return the original signed signature pages to the District as soon as possible.

A fully executed copy of the Funding Agreement will be returned for your files. Should you have any questions, please do not hesitate to call me at 951.955.1273.

Thank you for your assistance in the above matter.

Very truly yours,

STUART E. MCKIBBIN
Chief of Watershed Protection Division

Enclosures

cc: w/o enclosures
Kyle W. Gallup
Ann Marie Rolle

SEM:cw

FUNDING AGREEMENT

Support for the Implementation and Administration of
the Watershed Programs for Lake Elsinore and Canyon Lake
FY 2017/18 – 2019/20

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the LAKE ELSINORE
AND SAN JACINTO WATERSHEDS AUTHORITY, hereinafter called "LESJWA", hereby
agree as follows:

RECITALS

A. In 1998, the Santa Ana Regional Water Quality Control Board designated
Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds as "impaired
water bodies" pursuant to Section 303 of the Federal Clean Water Act because of high levels of
phosphorus and nitrogen in both lakes and low dissolved oxygen in Lake Elsinore; and

B. LESJWA, a joint powers authority, was formed in April 2000 for the
purpose of implementing projects and programs to improve water quality and wildlife habitats
in Lake Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed. LESJWA'S
member agencies include the Cities of Lake Elsinore and Canyon Lake, County of Riverside,
Elsinore Valley Municipal Water District and Santa Ana Watershed Project Authority.
LESJWA was entrusted with fifteen million dollars (\$15,000,000) in Proposition 13 voter
authorized state and local funding to improve water quality and wildlife habitats in Lake
Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed. LESJWA activities
are also supported by member agency contributions, state grant funds and partnerships with
other local agencies with common purpose; and

C. The Santa Ana Region National Pollutant Discharge Elimination System
("NPDES") Municipal Separate Storm Sewer System Permit ("MS4 PERMIT") for Riverside
County requires DISTRICT, County of Riverside and the Cities of Beaumont, Canyon Lake,
Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto and
Wildomar (known collectively as "MS4 PERMITTEES") to take actions to reduce their
contributions to the impairments of Canyon Lake and Lake Elsinore; and

1 D. DISTRICT serves as the principal NPDES MS4 PERMITTEE for the
2 Santa Ana Region of Riverside County; and

3 E. LESJWA'S programs include (i) facilitating the development of regional
4 treatment options for Lake Elsinore and Canyon Lake, (ii) administering regional projects such
5 as the alum treatment project in Canyon Lake, (iii) coordinating a regional task force and
6 workshops that focus on Lake Elsinore and Canyon Lake, and (iv) interfacing with
7 communities, cities, water districts and county agencies that operate within the San Jacinto
8 River Watershed to facilitate water quality improvements in Lake Elsinore and Canyon Lake.
9 These LESJWA programs address NPDES MS4 PERMIT requirements for Canyon Lake and
10 Lake Elsinore; and

11 F. DISTRICT, in accordance with its responsibilities as the principal NPDES
12 MS4 PERMITTEE, desires to continue its support of LESJWA'S implementation and
13 administration of these programs to improve water quality in Lake Elsinore, Canyon Lake and
14 the surrounding San Jacinto River Watershed on behalf of the MS4 PERMITTEES by
15 contributing twenty thousand dollars (\$20,000) per Fiscal Year (from July 1st to June 30th) for
16 Fiscal Year 2017/2018 through Fiscal Year 2019/2020 with a further cap of not to exceed sixty
17 thousand dollars (\$60,000) for the entire term of this Agreement; and

18 G. DISTRICT and LESJWA desire to enter into this Funding Agreement to
19 set forth the terms and conditions under which DISTRICT will contribute funding toward
20 LESJWA'S watershed protection programs to improve water quality in Lake Elsinore, Canyon
21 Lake and the surrounding San Jacinto River Watershed.

22 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
23 covenants hereinafter contained, the parties hereto mutually agree as follows:

24 SECTION I

25 LESJWA shall:

26 1. Prepare annual invoice(s) in duplicate and submit to DISTRICT
27 (Attention: Accounts Payable with duplicate copy to the Chief of Watershed Protection
28 Division) no later than April 30th of each Fiscal Year. The invoice amount shall not exceed

1 twenty thousand dollars (\$20,000) for each Fiscal Year that this Agreement remains in effect.
2 All invoices shall contain, at a minimum, the following information: a reference to the name of
3 this Agreement ("Funding Agreement – Support for the Implementation and Administration of
4 the NPDES MS4 Watershed Programs for Lake Elsinore and Canyon Lake"), current Fiscal
5 Year, invoice number and date, invoice amount and remittance address, as appropriate.

6 2. Use DISTRICT funds solely for LESJWA'S implementation and
7 administration of watershed protection programs which include: (i) facilitating the planning,
8 design, development and implementation of projects to improve the water quality of Lake
9 Elsinore, Canyon Lake and the surrounding San Jacinto River Watershed; (ii) administering
10 regional water quality improvement projects for the same; (iii) developing and administering
11 educational outreach programs for governmental and community representatives within the San
12 Jacinto River Watershed as necessary to promote watershed protection projects and awareness;
13 (iv) pursuing and administering grants on behalf of watershed stakeholders for watershed
14 protection projects; and (v) other related administrative expenses incurred by LESJWA in
15 support of the aforementioned programs.

16 3. Retain employee and expense records according to customary accounting
17 methods for a period of five (5) years following the execution of this Agreement and such
18 records shall, upon request, be made available for inspection by DISTRICT to verify
19 LESJWA'S invoices.

20 4. Make all work products produced under this Agreement available to
21 DISTRICT for DISTRICT'S use.

22 SECTION II

23 DISTRICT shall:

24 1. Pay LESJWA, within forty-five (45) days after receipt of an appropriate
25 invoice as set forth in Section I.1. DISTRICT'S financial contribution to LESJWA shall not
26 exceed twenty thousand dollars (\$20,000) per Fiscal Year for Fiscal Years 2017/2018,
27 2018/2019 and 2019/2020. Furthermore, DISTRICT'S total financial contribution shall not
28 exceed a total sum of sixty thousand dollars (\$60,000) over the entire term of this Agreement.

SECTION III

It is further mutually agreed:

1. DISTRICT'S financial contribution to LESJWA shall not exceed a total sum of sixty thousand dollars (\$60,000) over the entire term of this Agreement.

2. DISTRICT'S financial contribution shall be used by LESJWA toward the purpose of developing, implementing and administering watershed protection programs described in Section I.2.

3. LESJWA shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to LESJWA'S (including its officers, employees, agents, representatives, contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to: (i) property damage; (ii) bodily injury or death; (iii) payment of attorney's fees; or (iv) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement.

4. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the work conducted by LESJWA.

5. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

6. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

7. The obligation(s) of DISTRICT under this Agreement are limited by and contingent upon the availability of DISTRICT funds. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify LESJWA in writing. Upon LESJWA'S receipt of DISTRICT'S notification, this Agreement shall remain in force and effect through the remainder of that Fiscal Year, but shall be deemed terminated and have no further force or effect thereafter.

8. Any notices sent or required to be sent to either party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Watershed Protection Division

LAKE ELSINORE AND SAN JACINTO
WATERSHEDS AUTHORITY
11615 Sterling Avenue
Riverside, CA 92503-4979
Attn: Mark Norton

9. This Agreement is to be construed in accordance with the laws of the State of California.

10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

11. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.

12. Neither this Agreement nor any part thereof shall be assigned by LESJWA without the prior written consent of DISTRICT.

13. Any waiver by DISTRICT or LESJWA of any breach by the other of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of

1 DISTRICT or LESJWA to require from the other exact, full and complete compliance with any
2 terms of the Agreement shall not be construed as in any manner changing the terms hereof, or
3 estopping DISTRICT or LESJWA from enforcement hereof.
4

5 14. This Agreement is intended by the parties hereto as their final expression
6 with respect to the matters herein, and is a complete and exclusive statement of the terms and
7 conditions thereof. This Agreement may be changed or modified only upon the written consent
8 of the parties hereto.

9 //

10 //

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
NEAL R. KIPNIS
Deputy County Counsel

By: _____
Deputy

(SEAL)

Funding Agreement FY 2017/18 – 2019/20
Lake Elsinore and San Jacinto Watershed Authority
02/07/17
SEM:blm:cw

**LAKE ELSINORE AND SAN JACINTO
WATERSHED AUTHORITY**

By: _____

ROBERT E. MAGEE, Chair
Lake Elsinore and San Jacinto Watershed
Authority Board of Directors

Funding Agreement FY 2017/18 – 2019/20
Lake Elsinore and San Jacinto Watershed Authority
02/07/17
SEM:blm:cw

LESJWA BOARD MEMORANDUM NO. 808

DATE: April 19, 2017

SUBJECT: FY 2017-2018 Budget

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve the FY 2017-2018 LESJWA budget, and invoice each LESJWA member agency at the start of the new fiscal year based on contributions levels as reflected in the budget.

BACKGROUND

The attached budget covers activities of the Authority from July 1, 2017 to June 30, 2018. It also lists the existing projects, studies, and administrative costs associated with operating the agency and implementing TMDL projects. It includes the use of the remaining reserve revenue funding carried over from past member agency contributions for much of the LESJWA administrative activities and to balance the budget. Based on projections of costs for FY 2017-18, funding by member agencies and additional funding provided by the Lake Elsinore/Canyon Lake (LE/CL) TMDL Task Force will be sufficient to cover all projected JPA activities. With increased contributions from the LESJWA member agencies and funding from RCFC&WCD, LESJWA's reserve funding is now gradually growing rather than becoming depleted as in past years.

The major activities planned for FY 2017-18 include administration and implementation of the many TMDL tasks for both lakes, including continuing the alum application at Canyon Lake for the water quality improvement project, implementing watershed and lake monitoring, and revision to the LE/CL nutrient TMDL.

In FY 2017-18, the main source of funding coming into LESJWA will continue to be from the TMDL parties that are supporting the TMDL implementation, as well as LESJWA's staff cost for Task Force administration. The source of this funding will be from the TMDL stakeholders; some are the LESJWA member agencies.

As indicated in the 2016 LESJWA Business Plan, one of the primary concerns with the long-term financial outlook for the organization was continued operation funding. Now with the increased funding from the LESJWA member agencies and the additional funding from RCFCWCD for the next three year term between FYE 2018-2021, sufficient funding is available for LESJWA to operate at its current operation level. The LESJWA Business Plan laid out the preferred options to deal with the future gap in the following fashion:

1. Pursue State and Federal Grant Funding
2. Decrease annual costs
3. Establish Lake Quality Improvement Contribution
4. Establish TMDL Task Force Contribution for LESJWA
5. Increase Cost Share Among LESJWA Agencies

Staff continues to monitor outside funding sources for future planning and projects that LESJWA can undertake. In the past, LESJWA was successful in obtaining a funding grant of \$500,000 from SAWPA's One Water One Watershed application for State Proposition 84 Integrated Regional Water Management Implementation Round 2 Funding Program, which supports the TMDL compliance at Canyon Lake through the alum applications. This grant work effort has now been concluded and final grant payment is anticipated by late summer 2018.

Annual costs for operating LESJWA have been reduced based on past Board direction including a reduced work scope for education and outreach consulting support, the elimination of Board compensation (stipends), and cost reductions incurred by SAWPA staff in support of LESJWA. The need for additional revenue funding arising from adding other LESJWA member agencies continues to be explored.

Attachment 1, shown as additional information, reflects the final FY 2017-18 LE/CL TMDL Task Force Budget approved by the Task Force on February 16, 2017. Their budget revenue is reflected as "TMDL stakeholder contributions" under Revenue, and "TMDL-Administration," and "TMDL studies and monitoring" under Expenditures.

Staff recommends continuance of the member agency funding contribution amount of \$10,000 for the City of Canyon Lake and SAWPA, and \$20,000 each from EVMWD, the City of Lake Elsinore, and the County of Riverside. Additional funding of \$20,000/yr for FY 2017-21 from RCFC&WCD also is budgeted as agreed to by the joint funding agreement.

RESOURCES IMPACT

Funding of SAWPA staff time for LESJWA activities will be provided by TMDL stakeholder funding, grant administration funding, and local contributions from LESJWA member agencies.

MN:dm

Attachments:

1. Draft FY 2017-18 LESJWA Budget
2. FY 2017-18 LE/CL TMDL Task Force Approved Budget

DRAFT FY 17-18 BUDGET

	FY 16-17 Budget Total	FY 16-17 Actual thru 2/28/16	FY 16-17 Expected Total	FY 17-18 Budget Total
Operating Revenue				
JPA Reserve Transfer	3,570			
JPA LAIF Interest	1,500	2,344	2,500	2,440
Member & Other Agency Contributions*	100,000	100,000	100,000	100,000
JPA Adm Sub Total	105,070	102,344	102,500	102,440
 TMDL Stakeholder Contributions Totals	939,106	875,509	910,630	781,435
Member Agency TMDL contributions	179,234	179,234	179,234	138,177
Other TMDL Agency TMDL contributions	759,873	696,275	731,396	443,258
TMDL Contribution Carryover Funding				200,000
 LEAMS Excess Offset Credit Totals				127,824
Canyon Lake TMDL contributions				5,100
Other TMDL Agency TMDL contributions				122,724
 Grant Proceeds				
Canyon Lake Hybrid Project - Alum	172,000	178,417	179,324	
Total Revenue	1,216,176	1,156,270	1,192,454	1,011,699
Operating Expenditures				
JPA Administration				
Salaries, burden & OH (SAWPA)	71,500	53,132	71,500	73,645
Legal	500	1,619	1,700	500
Audit	5,500	5,500	5,500	5,500
Insurance	2,260	2,367	2,367	2,485
Meetings and Conference	100	145	145	100
Office Expense	60		60	60
Shipping Postage	50		50	50
Board Compensation	0	-	0	0
Other Expense	50	59	300	50
Interest Expense	50	57	57	50
Public Relations Program	25,000	11,493	20,000	20,000
JPA Adm Subtotal	105,070	74,372	101,679	102,440
 TMDL Task Force				
TMDL - Administration (SAWPA)	104,000	81,682	104,000	117,700
TMDL studies & monitoring	767,106	243,422	393,422	442,634
Canyon Lake Lake Treatment	240,000	209,365	209,365	221,101
LEAMS Excess Offset Credit Payment				127,824
Total Expenditures	1,216,176	608,841	808,466	1,011,699
 JPA Reserves Remaining	40,930	73,568	45,576	45,576
 TMDL Reserves Remaining	351,588	578,590	734,755	534,755
 * Member agency allocation - City of LE	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - EVMWD	\$20,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - Co of Riv	\$10,000	\$20,000	\$20,000	\$20,000
* Member agency allocation - City of CL	\$10,000	\$10,000	\$10,000	\$10,000
* Member agency allocation - SAWPA	\$10,000	\$10,000	\$10,000	\$10,000
* Other agency contribution - RCFCWCD	\$20,000	\$20,000	\$20,000	\$20,000

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Approved FY 2017-18 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

3/22/2017

Summary Task Force Expenditures

	Draft Budget 2017-18	Draft Budget 2018-19	Draft Budget 2019-20
Part A: Task Force Regulatory/Administrative Budget			
1. Task Force Administration	\$ 84,000	\$ 88,200	\$ 92,600
Task Force Administrator (LESJWA)			
Annual Water Quality Reporting and Database Management			
Grant Preparation/Administration			
2. TMDL Compliance Expert	\$ 72,000	\$ 50,000	\$ 50,000
Risk Sciences			
5 Contingency	\$ 10,000	\$ 13,820	\$ 14,260
TMDL Task Force Regulatory/Administrative Budget	\$ 166,000	\$ 152,020	\$ 156,860
Part B: TMDL Implementation Project Budget			
1. TMDL Compliance Monitoring	\$ 160,634	\$ 170,000	\$ 170,000
Watershed-wide Nutrient Monitoring Program	\$ 68,843	\$ 72,000	\$ 72,000
Lake Elsinore Nutrient Monitoring Program	\$ 44,846	\$ 48,000	\$ 48,000
Canyon Lake Nutrient Monitoring Program	\$ 42,945	\$ 46,000	\$ 46,000
High Resolution Satellite Imagery	\$ 4,000	\$ 4,000	\$ 4,000
2. Lake Elsinore Project Alternatives	\$ -	\$ -	\$ -
Fishery Management O&M	\$ -	\$ -	\$ -
Carp Removal Program	\$ -	\$ -	\$ -
Project Administration	\$ -	\$ -	\$ -
3. Canyon Lake Project Alternatives	\$ 244,301	\$ 244,400	\$ 244,400
Chemical Additions - Alum Dosing (2 applications annually)	\$ 215,000	\$ 215,000	\$ 215,000
Effectiveness Monitoring	\$ 6,101	\$ 6,200	\$ 6,200
Project Administration	\$ 23,200	\$ 23,200	\$ 23,200
4 TMDL Update	\$ 210,500	\$ 105,500	\$ 105,800
Revise and Update TMDL	\$ 200,000	\$ 100,000	\$ 100,000
Project Administration	\$ 10,500	\$ 5,500	\$ 5,800
TMDL Task Force Implementation Budget	\$ 615,435	\$ 519,900	\$ 520,200
Cash Reserve Reimbursement:	\$ 200,000	\$ 100,000	\$ -
TMDL Task Force Budget Total:	\$ 581,435	\$ 571,920	\$ 677,060

Task Force Administration

- Organize and facilitate TMDL TASK FORCE meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE,
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work,
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE,
- Coordinate and facilitate the addition of other Monitoring Programs to the Task Force,
- Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed.
- LESJWA Administration fees include a 5% escalator annually

TMDL Compliance Expert

- Serve as regulatory strategist and compliance expert for the Task Force,
- Revise and update the TMDL as part of the Triennial Review process

Task Force Agency Contributions Summary

1. Task Force Agency Allocation

	Draft Budget 2017-18	Draft Budget 2018-19	Draft Budget 2019-20
Total	Total	Total	Total
MS4 Co-Permittees (Total)	\$ 406,243	\$ 427,349	\$ 430,406
Riverside County	\$ 69,034	\$ 83,913	\$ 84,168
City of Beaumont	\$ 28,128	\$ 21,689	\$ 21,944
City of Canyon Lake	\$ 28,486	\$ 21,689	\$ 21,944
City of Hemet	\$ 22,326	\$ 29,241	\$ 29,496
City of Lake Elsinore	\$ 22,330	\$ 21,689	\$ 21,944
City of Moreno Valley	\$ 35,722	\$ 64,226	\$ 64,481
City of Murrieta	\$ 30,437	\$ 21,689	\$ 21,944
City of Perris	\$ 36,250	\$ 38,979	\$ 39,234
City of Riverside	\$ 28,793	\$ 21,689	\$ 21,944
City of San Jacinto	\$ 22,990	\$ 21,689	\$ 21,944
City of Menifee	\$ 62,506	\$ 68,277	\$ 68,531
City of Wildomar	\$ 19,241	\$ 12,579	\$ 12,834
Elsinore Valley Municipal Water District (EVMWD)	\$ 18,327	\$ 10,779	\$ 11,034
San Jacinto Agricultural Operators	\$ 38,590	\$ 39,646	\$ 39,901
San Jacinto Dairy & CAFO Operators	\$ (7,199)	\$ -	\$ -
CA Department of Transportation	\$ 28,964	\$ 21,689	\$ 21,944
CA DF&W - San Jacinto Wetlands	\$ 22,857	\$ 15,579	\$ 15,834
Eastern Municipal Water District	\$ 15,724	\$ 8,001	\$ 8,256
March Air Reserve Base Joint Powers Authority	\$ 28,964	\$ 21,689	\$ 21,944
US Air Force (March Air Reserve Base)	\$ 28,964	\$ 21,689	\$ 21,944
Total Funding Required	\$ 581,435	\$ 566,420	\$ 571,260

2. LEAMS Excess Offset Credit Allocation

	Total	Total	Total
MS4 Co-Permittees (Total)	\$ 122,424	\$ 122,424	\$ 122,424
Riverside County	\$ -	\$ -	\$ -
City of Beaumont	\$ -	\$ -	\$ -
City of Canyon Lake	\$ 5,100	\$ 5,100	\$ 5,100
City of Hemet	\$ 14,100	\$ 14,100	\$ 14,100
City of Lake Elsinore	\$ -	\$ -	\$ -
City of Moreno Valley	\$ 38,400	\$ 38,400	\$ 38,400
City of Murrieta	\$ 900	\$ 900	\$ 900
City of Perris	\$ 14,124	\$ 14,124	\$ 14,124
City of Riverside	\$ 1,500	\$ 1,500	\$ 1,500
City of San Jacinto	\$ 300	\$ 300	\$ 300
City of Menifee	\$ 38,400	\$ 38,400	\$ 38,400
City of Wildomar	\$ 9,600	\$ 9,600	\$ 9,600
Elsinore Valley Municipal Water District (EVMWD)	\$ -	\$ -	\$ -
San Jacinto Agricultural Operators	\$ -	\$ -	\$ -
San Jacinto Dairy & CAFO Operators	\$ -	\$ -	\$ -
CA Department of Transportation	\$ 3,000	\$ 3,000	\$ 3,000
CA DF&W - San Jacinto Wetlands	\$ -	\$ -	\$ -
Eastern Municipal Water District	\$ -	\$ -	\$ -
March Air Reserve Base Joint Powers Authority	\$ 1,500	\$ 1,500	\$ 1,500
US Air Force (March Air Reserve Base)	\$ 900	\$ 900	\$ 900
Total Funding Required	\$ 127,824	\$ 127,824	\$ 127,824

Notes:

LEAMS Excess Offset Credit Allocations are based upon 2016 estimates to bring the stakeholder into compliance

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses

	Draft Budget 2017-18	Draft Budget 2018-19	Draft Budget 2019-20
	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ 104,842	\$ 96,013	\$ 99,069
Riverside County	\$ 8,737	\$ 8,001	\$ 8,256
City of Beaumont	\$ 8,737	\$ 8,001	\$ 8,256
City of Canyon Lake	\$ 8,737	\$ 8,001	\$ 8,256
City of Hemet	\$ 8,737	\$ 8,001	\$ 8,256
City of Lake Elsinore	\$ 8,737	\$ 8,001	\$ 8,256
City of Moreno Valley	\$ 8,737	\$ 8,001	\$ 8,256
City of Murrieta	\$ 8,737	\$ 8,001	\$ 8,256
City of Perris	\$ 8,737	\$ 8,001	\$ 8,256
City of Riverside	\$ 8,737	\$ 8,001	\$ 8,256
City of San Jacinto	\$ 8,737	\$ 8,001	\$ 8,256
City of Menifee	\$ 8,737	\$ 8,001	\$ 8,256
City of Wildomar	\$ 8,737	\$ 8,001	\$ 8,256
Elsinore Valley Municipal Water District (EVMWD)	\$ 8,737	\$ 8,001	\$ 8,256
San Jacinto Agricultural Operators	\$ 8,737	\$ 8,001	\$ 8,256
San Jacinto Dairy & CAFO Operators			
CALTRANS - freeway	\$ 8,737	\$ 8,001	\$ 8,256
CA DF&W - San Jacinto Wetlands	\$ 8,737	\$ 8,001	\$ 8,256
Eastern Municipal Water District	\$ 8,737	\$ 8,001	\$ 8,256
March Air Reserve Base Joint Powers Authority	\$ 8,737	\$ 8,001	\$ 8,256
US Air Force (March Air Reserve Base)	\$ 8,737	\$ 8,001	\$ 8,256
Funding Required	\$ 166,000	\$ 152,020	\$ 156,860

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program **

	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ 57,058	\$ 59,674	\$ 59,674
Riverside County	\$ 16,695	\$ 17,461	\$ 17,461
City of Beaumont	\$ 1,721	\$ 1,800	\$ 1,800
City of Canyon Lake	\$ 1,721	\$ 1,800	\$ 1,800
City of Hemet	\$ 1,721	\$ 1,800	\$ 1,800
City of Lake Elsinore	\$ 1,721	\$ 1,800	\$ 1,800
City of Moreno Valley	\$ 10,303	\$ 10,775	\$ 10,775
City of Murrieta	\$ 1,721	\$ 1,800	\$ 1,800
City of Perris	\$ 5,119	\$ 5,354	\$ 5,354
City of Riverside	\$ 1,721	\$ 1,800	\$ 1,800
City of San Jacinto	\$ 1,721	\$ 1,800	\$ 1,800
City of Menifee	\$ 11,172	\$ 11,684	\$ 11,684
City of Wildomar	\$ 1,721	\$ 1,800	\$ 1,800
Elsinore Valley Municipal Water District (EVMWD)			
San Jacinto Agricultural Operators	\$ 4,901	\$ 5,126	\$ 5,126
San Jacinto Dairy & CAFO Operators			
CALTRANS - freeway	\$ 1,721	\$ 1,800	\$ 1,800
CA DF&W - San Jacinto Wetlands	\$ 1,721	\$ 1,800	\$ 1,800
Eastern Municipal Water District			
March Air Reserve Base Joint Powers Authority	\$ 1,721	\$ 1,800	\$ 1,800
US Air Force (March Air Reserve Base)	\$ 1,721	\$ 1,800	\$ 1,800
Funding Required	\$ 68,843	\$ 72,000	\$ 72,000

** Watershed Monitoring Normalized % Max TP or TN Load

Lake Elsinore Nutrient Monitoring Program + 1/2 Satellite Imagery

	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ 31,231	\$ 33,333	\$ 33,333
Riverside County	\$ 2,603	\$ 2,778	\$ 2,778
City of Beaumont	\$ 2,603	\$ 2,778	\$ 2,778
City of Canyon Lake	\$ 2,603	\$ 2,778	\$ 2,778
City of Hemet	\$ 2,603	\$ 2,778	\$ 2,778
City of Lake Elsinore	\$ 2,603	\$ 2,778	\$ 2,778
City of Moreno Valley	\$ 2,603	\$ 2,778	\$ 2,778
City of Murrieta	\$ 2,603	\$ 2,778	\$ 2,778
City of Perris	\$ 2,603	\$ 2,778	\$ 2,778
City of Riverside	\$ 2,603	\$ 2,778	\$ 2,778
City of San Jacinto	\$ 2,603	\$ 2,778	\$ 2,778
City of Menifee	\$ 2,603	\$ 2,778	\$ 2,778
City of Wildomar	\$ 2,603	\$ 2,778	\$ 2,778
Elsinore Valley Municipal Water District (EVMWD)	\$ 2,603	\$ 2,778	\$ 2,778
San Jacinto Agricultural Operators	\$ 2,603	\$ 2,778	\$ 2,778
San Jacinto Dairy & CAFO Operators	\$ -	\$ -	\$ -
CALTRANS - freeway	\$ 2,603	\$ 2,778	\$ 2,778
CA DF&W - San Jacinto Wetlands	\$ 2,603	\$ 2,778	\$ 2,778
Eastern Municipal Water District	\$ -	\$ -	\$ -
March Air Reserve Base Joint Powers Authority	\$ 2,603	\$ 2,778	\$ 2,778
US Air Force (March Air Reserve Base)	\$ 2,603	\$ 2,778	\$ 2,778
Funding Required	\$ 46,846	\$ 50,000	\$ 50,000

Canyon Lake Nutrient Monitoring Program + 1/2 Satellite Imagery

	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ 30,900	\$ 33,000	\$ 33,000
Riverside County	\$ 2,809	\$ 3,000	\$ 3,000
City of Beaumont	\$ 2,809	\$ 3,000	\$ 3,000
City of Canyon Lake	\$ 2,809	\$ 3,000	\$ 3,000
City of Hemet	\$ 2,809	\$ 3,000	\$ 3,000
City of Lake Elsinore	\$ 2,809	\$ 3,000	\$ 3,000
City of Moreno Valley	\$ 2,809	\$ 3,000	\$ 3,000
City of Murrieta	\$ 2,809	\$ 3,000	\$ 3,000
City of Perris	\$ 2,809	\$ 3,000	\$ 3,000
City of Riverside	\$ 2,809	\$ 3,000	\$ 3,000
City of San Jacinto	\$ 2,809	\$ 3,000	\$ 3,000
City of Menifee	\$ 2,809	\$ 3,000	\$ 3,000
City of Wildomar		\$ -	\$ -
Elsinore Valley Municipal Water District (EVMWD)		\$ -	\$ -
San Jacinto Agricultural Operators	\$ 2,809	\$ 3,000	\$ 3,000
San Jacinto Dairy & CAFO Operators		\$ -	\$ -
CALTRANS - freeway	\$ 2,809	\$ 3,000	\$ 3,000
CA DF&W - San Jacinto Wetlands	\$ 2,809	\$ 3,000	\$ 3,000
Eastern Municipal Water District		\$ -	\$ -
March Air Reserve Base Joint Powers Authority	\$ 2,809	\$ 3,000	\$ 3,000
US Air Force (March Air Reserve Base)	\$ 2,809	\$ 3,000	\$ 3,000
Funding Required	\$ 44,945	\$ 48,000	\$ 48,000

Lake Elsinore Project Alternatives

Fishery Management O&M **

	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ -	\$ -	\$ -
Riverside County	\$ -	\$ -	\$ -
City of Beaumont	\$ -	\$ -	\$ -
City of Canyon Lake	\$ -	\$ -	\$ -
City of Hemet	\$ -	\$ -	\$ -
City of Lake Elsinore	\$ -	\$ -	\$ -
City of Moreno Valley	\$ -	\$ -	\$ -
City of Murrieta	\$ -	\$ -	\$ -
City of Perris	\$ -	\$ -	\$ -
City of Riverside	\$ -	\$ -	\$ -
City of San Jacinto	\$ -	\$ -	\$ -
City of Menifee	\$ -	\$ -	\$ -
City of Wildomar	\$ -	\$ -	\$ -
Elsinore Valley Municipal Water District (EVMWD)	\$ -	\$ -	\$ -
San Jacinto Agricultural Operators	\$ -	\$ -	\$ -
San Jacinto Dairy & CAFO Operators	\$ -	\$ -	\$ -
CALTRANS - freeway	\$ -	\$ -	\$ -
CA DF&W - San Jacinto Wetlands	\$ -	\$ -	\$ -
Eastern Municipal Water District	\$ -	\$ -	\$ -
March Air Reserve Base Joint Powers Authority	\$ -	\$ -	\$ -
US Air Force (March Air Reserve Base)	\$ -	\$ -	\$ -
Funding Required	\$ -	\$ -	\$ -

Canyon Lake Project Alternatives

Alum Addition ***

	Allocation	Allocation	Allocation
MS4 Co-Permittees	\$ 205,245	\$ 205,329	\$ 205,329
Riverside County	\$ 52,652	\$ 52,674	\$ 52,674
City of Beaumont	\$ 6,108	\$ 6,110	\$ 6,110
City of Canyon Lake	\$ 6,108	\$ 6,110	\$ 6,110
City of Hemet	\$ 13,657	\$ 13,662	\$ 13,662
City of Lake Elsinore	\$ 6,108	\$ 6,110	\$ 6,110
City of Moreno Valley	\$ 39,656	\$ 39,672	\$ 39,672
City of Murrieta	\$ 6,108	\$ 6,110	\$ 6,110
City of Perris	\$ 19,838	\$ 19,846	\$ 19,846
City of Riverside	\$ 6,108	\$ 6,110	\$ 6,110
City of San Jacinto	\$ 6,108	\$ 6,110	\$ 6,110
City of Menifee	\$ 42,797	\$ 42,814	\$ 42,814
City of Wildomar			
Elsinore Valley Municipal Water District (EVMWD)			
San Jacinto Agricultural Operators	\$ 20,733	\$ 20,741	\$ 20,741
San Jacinto Dairy & CAFO Operators			
CALTRANS - freeway	\$ 6,108	\$ 6,110	\$ 6,110
CA DF&W - San Jacinto Wetlands			
Eastern Municipal Water District			
March Air Reserve Base Joint Powers Authority	\$ 6,108	\$ 6,110	\$ 6,110
US Air Force (March Air Reserve Base)	\$ 6,108	\$ 6,110	\$ 6,110
Funding Required	\$ 244,301	\$ 244,400	\$ 244,400

*** Normalized Multi Criteria Offset Demand or Min Buy in (Alum Project % Need)

1) Negative numbers are shown as "0", Jurisdictions with zero offset demand are not funding partners

2) Proposes 2.5% minimum project buy-in for those with minor offset demands

3) For those entities that have not developed nutrient management plans, offset demand is the load to

Canyon Lake in excess of the WLA. WLA is determined by converting the TMDL WLAs into per acre values and then applying to the acreage of these jurisdictions

TMDL Update

Revise & Update TMDL

			Allocation	Allocation	Allocation
MS4 Co-Permittees			\$ 132,947	\$ 66,632	\$ 66,821
Riverside County			\$ 11,079	\$ 5,553	\$ 5,568
City of Beaumont			\$ 11,079	\$ 5,553	\$ 5,568
City of Canyon Lake			\$ 11,079	\$ 5,553	\$ 5,568
City of Hemet			\$ 11,079	\$ 5,553	\$ 5,568
City of Lake Elsinore			\$ 11,079	\$ 5,553	\$ 5,568
City of Moreno Valley			\$ 11,079	\$ 5,553	\$ 5,568
City of Murrieta			\$ 11,079	\$ 5,553	\$ 5,568
City of Perris			\$ 11,079	\$ 5,553	\$ 5,568
City of Riverside			\$ 11,079	\$ 5,553	\$ 5,568
City of San Jacinto			\$ 11,079	\$ 5,553	\$ 5,568
City of Menifee			\$ 11,079	\$ 5,553	\$ 5,568
City of Wildomar			\$ 11,079	\$ 5,553	\$ 5,568
Elsinore Valley Municipal Water District (EVMWD)			\$ 11,079	\$ 5,553	\$ 5,568
San Jacinto Agricultural Operators			\$ 11,079	\$ 5,553	\$ 5,568
San Jacinto Dairy & CAFO Operators					
CALTRANS - freeway			\$ 11,079	\$ 5,553	\$ 5,568
CA DF&W - San Jacinto Wetlands			\$ 11,079	\$ 5,553	\$ 5,568
Eastern Municipal Water District			\$ 11,079	\$ 5,553	\$ 5,568
March Air Reserve Base Joint Powers Authority			\$ 11,079	\$ 5,553	\$ 5,568
US Air Force (March Air Reserve Base)			\$ 11,079	\$ 5,553	\$ 5,568
Funding Required			\$ 210,500	\$ 105,500	\$ 105,800

Reimbursement from Cash Reserve

			Cash + Reimbursed	Cash Reimbursed	Cash Reimbursed
MS4 Co-Permittees			\$ 155,980		
Riverside County			\$ 25,541		
City of Beaumont			\$ 4,928		
City of Canyon Lake			\$ 4,570		
City of Hemet			\$ 18,279		
City of Lake Elsinore			\$ 10,726		
City of Moreno Valley			\$ 39,464		
City of Murrieta			\$ 2,619		
City of Perris			\$ 13,935		
City of Riverside			\$ 4,263		
City of San Jacinto			\$ 10,066		
City of Menifee			\$ 16,689		
City of Wildomar			\$ 4,898		
Elsinore Valley Municipal Water District (EVMWD)			\$ 4,092		
San Jacinto Agricultural Operators			\$ 12,271		
San Jacinto Dairy & CAFO Operators			\$ 7,199		
CALTRANS - freeway			\$ 4,092		
CA DF&W - San Jacinto Wetlands			\$ 4,092		
Eastern Municipal Water District			\$ 4,092		
March Air Reserve Base Joint Powers Authority			\$ 4,092		
US Air Force (March Air Reserve Base)			\$ 4,092		
Total Amount Reimbursed			\$ 200,000	\$ -	\$ -

+ \$200,000 reimbursed from FY 2012-13 cash reserve

Task Force Agency Contributions Detailed Tables

	Draft Budget 2017-18 Allocation	Draft Budget 2018-19 Allocation	Draft Budget 2019-20 Allocation
MS4 Co-Permittees (Total)	\$ 406,243	\$ 493,981	\$ 497,227
Task Force Regulatory/Administrative Expenses	\$ 104,842	\$ 96,013	\$ 99,069
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 57,058	\$ 59,674	\$ 59,674
Lake Elsinore Nutrient Monitoring Program	\$ 31,231	\$ 33,333	\$ 33,333
Canyon Lake Nutrient Monitoring Program	\$ 30,900	\$ 33,000	\$ 33,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 205,245	\$ 205,329	\$ 205,329
TMDL Update	\$ 132,947	\$ 66,632	\$ 66,821
Reimbursement from Cash Reserve	\$ 155,980	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 122,424	\$ 122,424	\$ 122,424
Riverside County *	\$ 69,034	\$ 89,466	\$ 89,737
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 16,695	\$ 17,461	\$ 17,461
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 52,652	\$ 52,674	\$ 52,674
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 25,541	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
City of Beaumont *	\$ 28,128	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,928	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
City of Canyon Lake *	\$ 28,486	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,570	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 5,100	\$ 5,100	\$ 5,100

City of Hemet *	\$ 22,326	\$ 34,794	\$ 35,064
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 13,657	\$ 13,662	\$ 13,662
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 18,279	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 14,100	\$ 14,100	\$ 14,100
City of Lake Elsinore *	\$ 22,330	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 10,726	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
City of Moreno Valley *	\$ 35,722	\$ 69,779	\$ 70,049
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 10,303	\$ 10,775	\$ 10,775
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 39,656	\$ 39,672	\$ 39,672
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 39,464	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 38,400	\$ 38,400	\$ 38,400
City of Murrieta *	\$ 30,437	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 2,619	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 900	\$ 900	\$ 900

City of Perris *	\$ 36,250	\$ 44,532	\$ 44,803
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 5,119	\$ 5,354	\$ 5,354
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 19,838	\$ 19,846	\$ 19,846
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 13,935	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 14,124	\$ 14,124	\$ 14,124
City of Riverside *	\$ 28,793	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,263	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 1,500	\$ 1,500	\$ 1,500
City of San Jacinto *	\$ 22,990	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 10,066	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 300	\$ 300	\$ 300
City of Menifee *	\$ 62,506	\$ 73,829	\$ 74,100
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 11,172	\$ 11,684	\$ 11,684
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 42,797	\$ 42,814	\$ 42,814
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 16,689	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 38,400	\$ 38,400	\$ 38,400

City of Wildomar *	\$ 19,241	\$ 18,131	\$ 18,402
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ -	\$ -	\$ -
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,898	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 9,600	\$ 9,600	\$ 9,600
Elsinore Valley Municipal Water District (EVMWD)	\$ 18,327	\$ 16,331	\$ 16,602
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ -	\$ -	\$ -
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
San Jacinto Agricultural Operators	\$ 38,590	\$ 45,198	\$ 45,469
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 4,901	\$ 5,126	\$ 5,126
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 20,733	\$ 20,741	\$ 20,741
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 12,271	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
San Jacinto Dairy & CAFO Operators	\$ (7,199)	\$ -	\$ -
Task Force Regulatory/Administrative Expenses	\$ -	\$ -	\$ -
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Nutrient Monitoring Program	\$ -	\$ -	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ -	\$ -	\$ -
TMDL Update	\$ -	\$ -	\$ -
Reimbursement from Cash Reserve	\$ 7,199	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -

CALTRANS - freeway	\$ 28,964	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 3,000	\$ 3,000	\$ 3,000
CA DF&W - San Jacinto Wetlands	\$ 22,857	\$ 21,131	\$ 21,402
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ -	\$ -	\$ -
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
Eastern Municipal Water District	\$ 15,724	\$ 13,554	\$ 13,824
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Nutrient Monitoring Program	\$ -	\$ -	\$ -
Canyon Lake Nutrient Monitoring Program	\$ -	\$ -	\$ -
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ -	\$ -	\$ -
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ -	\$ -	\$ -
March Air Reserve Base Joint Powers Authority	\$ 28,964	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 1,500	\$ 1,500	\$ 1,500

US Air Force (March Air Reserve Base)	\$ 28,964	\$ 27,241	\$ 27,512
Task Force Regulatory/Administrative Expenses	\$ 8,737	\$ 8,001	\$ 8,256
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	\$ 1,721	\$ 1,800	\$ 1,800
Lake Elsinore Nutrient Monitoring Program	\$ 2,603	\$ 2,778	\$ 2,778
Canyon Lake Nutrient Monitoring Program	\$ 2,809	\$ 3,000	\$ 3,000
Lake Elsinore Project Alternatives			
Fishery Management O&M	\$ -	\$ -	\$ -
Canyon Lake Project Alternatives	\$ 6,108	\$ 6,110	\$ 6,110
TMDL Update	\$ 11,079	\$ 5,553	\$ 5,568
Reimbursement from Cash Reserve	\$ 4,092	\$ -	\$ -
Other Contributions:			
Lake Elsinore Aeration Management System O&M (LEAMS)	\$ 900	\$ 900	\$ 900
Total:	\$ 581,435	\$ 671,920	\$ 677,060

footnote: (*) designates MS4 co-permittees

LESJWA BOARD MEMORANDUM NO. 809

DATE: April 19, 2017

SUBJECT: License Agreement for Offset Credits Generated by the Lake Elsinore Aeration & Mixing System (LEAMS)

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve the License Agreement for Offset Credits Generated by the Lake Elsinore Aeration & Mixing System (LEAMS).

BACKGROUND

In April 2011, Risk Sciences, regulatory consultant for LESJWA and the LE/CL TMDL Task Force, was authorized by the LESJWA Board to develop supplemental provisions to the Lake Elsinore Aeration System Operation and Maintenance Agreement to incorporate a system by which an offset credit agreement could be developed that specifies how the offset credit for excess LEAMS nutrient uptake will be used to demonstrate compliance with the TMDL targets, load allocations, and wasteload allocations at Lake Elsinore, and apportion those credits among the agencies co-sponsoring and operating the project (Elsinore Valley Municipal Water District, City of Lake Elsinore, and Riverside County), upon approval by the Regional Board.

In August 2016, a Draft Lake Elsinore Aeration System Operation and Maintenance Agreement (O&M Agreement) was submitted to the agencies operating the LEAMS project. This new agreement builds on past operation and maintenance agreements and clarifies the provisions regarding (a) the reservation and assignment of offsets to support the three original project partners' nutrient reduction needs first, (b) the availability and ownership of any excess offset credits, and (c) the Terms & Conditions for licensing excess offset credits to others. Through this agreement, it is proposed that the agencies co-sponsoring the project agree to license excess unused nutrient offset credits to other stakeholders named in the TMDL using LESJWA as their exclusive agent.

On October 12, 2016, a Draft License Agreement for Offset Credits Generated by the Lake Elsinore Aeration & Mixing System was shared with the LESJWA Board with discussion on the details, the terms, and conditions through which LESJWA will support the licensing excess offset credits to other stakeholders named in the TMDL. The LESJWA Board's questions and concerns about the draft agreement focused on the possible availability of the funds collected to be used for LESJWA needs, whether the Regional Board was supportive of the agreement, and whether the fee of \$300/credit was in perpetuity. The agreement has been modified based on the comments received by the LESJWA Board and the legal counsels of the LEAMS operators, and have been clarified. In addition, the draft Agreement for the Operation and Maintenance of the Lake Elsinore Aeration and Mixing Systems as well as FAQs about the agreement and feedback from the Regional Board indicating acceptance of this agreement are attached as background information.

Tim Moore of Risk Sciences, the LE/CL TMDL Task Force consultant responsible for the agreement development and coordination, will be available to answer questions about the Agreement.

RESOURCES IMPACT

All staff administration time applied to the TMDL Task Force comes from the TMDL Budget and is funded only by the TMDL Task Force parties.

MN:dm

Attachments:

1. License Agreement for Offset Credits Generated by the Lake Elsinore Aeration & Mixing System
2. Agreement for the Operation and Maintenance of the Lake Elsinore Aeration and Mixing Systems
3. FAQ - LEAMS as an Approved Offset Program
4. How the License Fee was Determined
5. Summary of Phosphorus & Nitrogen Offset Credits
6. LESJWA Administrative Budget – LEAMS Credit Licensing Program

1 **EXCLUSIVE LICENSE AGREEMENT for EXCESS OFFSET CREDITS**
2 **GENERATED by the LAKE ELSINORE AERATION & MIXING SYSTEM (LEAMS)**
3

4 This EXCLUSIVE LICENSE AGREEMENT for EXCESS OFFSET CREDITS generated by the LAKE
5 ELSINORE AERATION & MIXING SYSTEM (LEAMS) (hereinafter the "License Agreement") is
6 made by and among the COUNTY OF RIVERSIDE ("COUNTY"), the CITY OF LAKE ELSINORE
7 ("CITY"), the ELSINORE VALLEY MUNICIPAL WATER DISTRICT ("DISTRICT") and the LAKE
8 ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY ("AUTHORITY"). The COUNTY, CITY,
9 DISTRICT and AUTHORITY are hereinafter collectively referred to as the "PARTIES." This License
10 Agreement, once executed by all PARTIES, becomes effective on January 1, 2017.

11
12 **RECITALS**
13

- 14 a. The CITY, DISTRICT and COUNTY are individual member agencies of the Lake
15 Elsinore and San Jacinto Watersheds Authority. The AUTHORITY is a joint
16 powers public agency formed for the purpose of implementing programs and
17 projects to rehabilitate and improve water quality in Lake Elsinore and Canyon
18 Lake and the watersheds that are tributary to these lakes.
- 19
- 20 b. The CITY holds title to and operates the Axial Flow Water Pump Destratification
21 System ("Mixing System") located in Lake Elsinore.
- 22
- 23 c. The DISTRICT holds title to and operates the Lake Elsinore Phase II Aeration
24 System ("Aeration System") located in Lake Elsinore.
- 25
- 26 d. Collectively, the Mixing System and the Aeration System are known as the Lake
27 Elsinore Aeration and Mixing System ("LEAMS"). In general, the two systems are
28 run in tandem and operate on the same schedule.
- 29
- 30 e. The annual costs to operate and maintain LEAMS is shared equally between the
31 CITY, DISTRICT and COUNTY pursuant to a separate Agreement for the Operation
32 and Maintenance of LEAMS (dated XX/XX/XXXX). For the purpose of
33 implementing this License Agreement, these three cost-sharing partners are
34 identified collectively as the "OPERATORS."
- 35
- 36 f. The operation of LEAMS is intended to improve water quality in Lake Elsinore by
37 improving the average concentration of dissolved oxygen. This, in turn, helps
38 reduce the average concentration of nitrogen and phosphorus ("nutrients") in
39 the lake. Elevated nutrient concentrations contribute to excessive algae growth
40 and interferes with recreation in Lake Elsinore. In addition, too much algae
41 adversely affects the aquatic habitat and increases the risk of fish kills. LEAMS
42 was designed and implemented to help prevent and reduce these challenges.
- 43

- 44
- 45 g. The Santa Ana Regional Water Quality Control Board ("Regional Board") adopted
- 46 a Total Maximum Daily Load ("TMDL") to improve water quality in Lake Elsinore
- 47 by controlling the amount of nutrients in the lake. The CITY, DISTRICT, COUNTY,
- 48 and numerous other stakeholders identified in the TMDL are obligated to limit
- 49 their nutrient contributions (called "loads") to Lake Elsinore.
- 50
- 51 h. When the TMDL was adopted, the Regional Board acknowledged that operation
- 52 of LEAMS was expected to reduce internal phosphorus loads originating from
- 53 lake bottom sediments by 35% or approximately 11,606 kg/yr. Subsequent
- 54 studies, conducted at the direction of the Regional Board, also demonstrated
- 55 that the operation of LEAMS was reducing the total mass of nitrogen in Lake
- 56 Elsinore by an average of approximately 53,616 kg/yr.
- 57
- 58 i. The Regional Board requires the DISTRICT to conduct additional studies, once
- 59 every three years, to reevaluate and confirm the overall effectiveness of LEAMS
- 60 at reducing nutrient concentrations in Lake Elsinore. The results are submitted
- 61 in a formal written report to the Regional Board. After the Regional Board
- 62 accepts that report, the nutrient reductions generated by LEAMS are considered
- 63 approved "offset credits" provided LEAMS is operated in accordance with the
- 64 requirements of the DISTRICT's NPDES permit.
- 65
- 66 j. LEAMS is generally required to operate no less than 2,000 hours per year.
- 67 Therefore, on average, each hour of LEAMS operation generates approximately
- 68 3.5 kg of phosphorus reduction credits and 22 kg of nitrogen reduction credits.
- 69
- 70 k. All credits generated by the operation of LEAMS are the exclusive property of the
- 71 OPERATORS, and are owned in joint tenancy by the OPERATORS, and may not be
- 72 sold or transferred without the unanimous written consent of the OPERATORS.
- 73
- 74 l. The Regional Board allows LEAMS credits to be used to demonstrate compliance
- 75 with the Waste Load Allocations ("WLA") or Load Allocations ("LA") specified in
- 76 the TMDL. The Regional Board recognizes LEAMS as an approved offset program
- 77 provided that LEAMS is operated in accordance with the DISTRICT's NPDES
- 78 permit.
- 79
- 80 m. Based on experience to date, the operation of LEAMS typically generates more
- 81 offset credits than the OPERATORS need in order to assure their own compliance
- 82 with the TMDL's nutrient load restrictions. Therefore, the OPERATORS desire to
- 83 license some of the excess offset credits to other stakeholders named in the
- 84 TMDL so that these other stakeholders may rely on said credits to meet their
- 85 own TMDL compliance obligations subject to the review and approval of the
- 86 Regional Board.
- 87

- 88 n. Given the relatively large number of stakeholders that may be interested in
89 licensing excess offset credits to meet their own TMDL compliance obligations,
90 the OPERATORS determined it would be more efficient to administer all
91 licensing-related activity through the AUTHORITY.
92
- 93 p. This document describes the Terms and Conditions under which the OPERATORS
94 agree to license excess offset credits to other stakeholders named in the TMDL
95 using the AUTHORITY as their exclusive agent.
96

97 TERMS AND CONDITIONS

98 1) THE AUTHORITY AS EXCLUSIVE AGENT

- 100
- 101 a. The OPERATORS hereby designate the AUTHORITY as their exclusive agent to
102 market and administer limited-used licenses for any excess offset credits
103 generated by LEAMS to other stakeholders with TMDL compliance obligations.
104 The AUTHORITY shall have full and complete responsibility for marketing the
105 licenses for LEAMS credits and for collecting and remitting required license fees
106 to the OPERATORS.
107
- 108 b. All expenses incurred by the AUTHORITY to market and administer the LEAMS
109 offset credit licensing program shall be reimbursed solely from the sale of offset
110 credit licenses. The AUTHORITY is entitled to retain a sum, not to exceed
111 \$20,000 in the first year of this License Agreement and not to exceed \$12,000 in
112 any subsequent year of this License Agreement, from the proceeds received
113 from gross sales before remitting the remainder to the OPERATORS.
114
- 115 c. In the event that the proceeds received from gross sales are insufficient to
116 reimburse the AUTHORITY's expenses, as described above, the OPERATORS have
117 no obligation to compensate the AUTHORITY for any difference or deficiency.
118
- 119 d. The AUTHORITY shall have primary responsibility for filing annual reports to the
120 Regional Board detailing and summarizing the disposition of all LEAMS offset
121 credits. The AUTHORITY shall provide a copy of all such reports to the
122 OPERATORS at the same time these reports are submitted to the Regional Board.
123 The DISTRICT shall continue to have primary responsibility for developing the
124 documentation required to confirm the validity of the offset credits generated
125 by LEAMS and for reporting this information to the Regional Board in accordance
126 with the DISTRICT's NPDES permit.
127
- 128 e. Any person, municipality, corporation, government agency or other legal entity
129 acquiring a valid license from the AUTHORITY shall hereinafter be referred to as
130 a LICENSEE.

131 **2) EXCLUSIVE LICENSES FOR EXCESS OFFSET CREDITS**

- 132
- 133 a. No later than April 15th of each year, the OPERATORS shall notify the AUTHORITY
- 134 of the total number of excess offset credits, generated in the prior calendar year,
- 135 that are being made available for license to other TMDL stakeholders. The
- 136 AUTHORITY shall not offer any licenses for sale to others until officially notified
- 137 by the OPERATORS that excess offset credits are available, the amount of
- 138 nitrogen and phosphorus offset credit offered with each hour of LEAMS
- 139 operation and the annual fee required for each license hour. All notices shall be
- 140 in writing and directed as described in Section 5 of this License Agreement.
- 141
- 142 b. Available excess offset credits shall be licensed in one hour blocks of LEAMS
- 143 operating time. Each available credit hour will be individually identified based on
- 144 the year the credit was generated and a unique sequential number (e.g. 2016-
- 145 0129, 2019-0257, etc.). Each one hour block of LEAMS operating time
- 146 represents a volume of phosphorus and nitrogen reduction credits for the year
- 147 indicated by the block ID number as defined by the notification described in
- 148 §2(a) above. For 2015 and 2016 each hour of LEAMS operation conveys 3.5 kg of
- 149 phosphorus reduction credit and 22 kg of nitrogen reduction credit. However,
- 150 the OPERATORS reserve the right to revise the credit/hour ratio in future years.
- 151
- 152 c. The AUTHORITY is authorized to offer other TMDL stakeholders an exclusive
- 153 license to purchase and use available LEAMS offset credits for any lawful
- 154 purpose subject to all of provisions of this License Agreement. Each individually-
- 155 numbered one hour block of LEAMS offset credits may be licensed for a one-
- 156 time license fee of \$300.00. OPERATORS may also authorize the AUTHORITY to
- 157 market licenses for unused excess credits generated in calendar years prior to
- 158 2016, and to offer pro-rated discounts for credits generated in calendar years
- 159 2009 through 2015, subject to the written approval by the OPERATORS.
- 160
- 161 d. The AUTHORITY shall provide an annual accounting report detailing all fees
- 162 collected for licenses sold in a given calendar year, and all marketing and
- 163 administration expenses for that same calendar year, to the OPERATORS by
- 164 January 31st of the following calendar year. Following receipt of this accounting
- 165 report, the OPERATORS shall provide the AUTHORITY with detailed instructions
- 166 on how to disperse the net proceeds from the sale of LEAMS offset credit
- 167 licenses in the prior calendar year.
- 168

169 **3) SALE OF LICENSES FOR EXCESS OFFSET CREDITS**

- 170
- 171 a. Ownership of all LEAMS facilities and of all offset credits generated by these
- 172 facilities shall remain with the OPERATORS. Only an exclusive license to use the
- 173 credits, as part of an approved offset program, is being offered by the
- 174 OPERATORS pursuant to this License Agreement.

- b. The sale or purchase of LEAMS excess offset credits in any given year does not create an obligation to sell or buy licenses for LEAMS excess offset credits in any other year. OPERATORS may elect to increase or decrease the number of available LEAMS excess offset credits at their sole discretion. However, OPERATORS shall not retroactively reduce the number of LEAMS excess offset credit licenses available for sale in any given year below the number of licenses already sold for that same year.
- c. LEAMS excess offset credit licenses may not be bought, sold, leased, loaned, borrowed or transferred except through the AUTHORITY acting as the Exclusive Agent for the OPERATORS. Any attempt to do so automatically and irrevocably invalidates each specific license involved without recourse to the LICENSEE.
- d. Neither the OPERATORS or the AUTHORITY offer any warranty whatsoever regarding the use of LEAMS excess offset credits. It is the sole responsibility of each prospective LICENSEE to determine for itself and to its own satisfaction, through direct consultation with the Regional Board, how LEAMS excess offset credits may be lawfully used to demonstrate compliance with the TMDL or any related provisions of state and federal waste discharge requirements BEFORE purchasing any excess offset license. Prospective LICENSEES are expressly warned not to rely on any statements or representations made in this License Agreement without further confirmation by the Regional Board.
- e. Although each excess offset credit block is governed by a license, only the Regional Board can determine the length of time any given block of excess offset credits may be used to compute compliance. The OPERATORS and the AUTHORITY make no representation or warranty concerning the length of time any given block of excess offset credits may be used for compliance.
- f. Fees paid to license LEAMS excess offset credits are non-refundable.
- g. OPERATORS prepare and approve annual operating budgets and summaries of actual annual expenses in accordance with their separate Operations and Maintenance Agreement for LEAMS (dated XX/XX/XXXX). Copies of these accounting documents shall be provided to the AUTHORITY no later than 30 days after they have been approved by the OPERATORS.

- h. Fees paid to license LEAMS excess offset credits shall become the sole property of the OPERATORS. Said fees may be used to offset past or future LEAMS operating expenses, effect LEAMS repairs, replace or expand LEAMS, held for a LEAMS contingency, or any other lawful purpose related to LEAMS at the sole discretion of the OPERATORS. The OPERATORS shall not be required to account for the expenditure of any fees received from the sale of licenses for excess offset credits.
- i. The OPERATORS warrant that LEAMS was operated in accordance with requirements established by the Regional Board and in a manner that they reasonably believe generated the nutrient reduction credits now made available for licensing by others. The operating reports, water quality monitoring data and special studies used to support the estimated credit calculations are regularly submitted to the Regional Board under penalty of perjury. A copy of all such documents shall be provided to the AUTHORITY no later than 30 days after these documents are submitted to the Regional Board.
- j. Because the licenses offered are for excess offset credits generated by LEAMS in the prior calendar year, the purchase of such licenses imposes no further obligation on the LICENSEE to operate, maintain, fund or support LEAMS in any other way. The OPERATORS, and not the AUTHORITY, bear sole responsibility for affirming the validity of all offset credits declared and reported to the Regional Board.
- k. Because licenses are purchased for excess offset credits generated in the prior calendar year, and the LICENSEES had no role or responsibility whatsoever for the day-to-day operations of LEAMS, the LICENSEES are not liable for injury or damages which may occur as a result of the actions or omissions of the OPERATORS as these credits were being generated. The OPERATORS, and not the AUTHORITY, shall indemnify and defend the LICENSEES against any and all claims for injuries or damages related to the operation of LEAMS.
- l. OPERATORS are not responsible for any cost, expense, loss or other consequential damages that may be incurred by LICENSEES in the event the excess offset credit program is subsequently ruled invalid or illegal by any state or federal regulatory agency or by a court of competent jurisdiction.
- m. The AUTHORITY shall provide a full and complete copy of this License Agreement to any prospective LICENSEE. Furthermore, each prospective LICENSEE must provide written and dated confirmation that it has received, read and understood the entirety of this License Agreement as a prerequisite condition for purchasing a license for excess offset credits.

- n. The PARTIES are required to notify one another as soon as is reasonably possible if and when either becomes aware of any change in conditions that may materially and adversely affect the validity of the LEAMS excess offset credits or the ability of LICENSEES to rely on such credits to meet TMDL compliance obligations. The AUTHORITY is solely responsible for notifying each individual LICENSEE as described below.
- o. The AUTHORITY and each LICENSEE are required to notify one another as soon as is reasonably possible if and when either becomes aware of any change in conditions that may materially and adversely affect the validity of the LEAMS offset credits or the ability of LICENSEES to rely on such credits to meet TMDL compliance obligations. Individual LICENSEES may, but are not required to, provide similar notice to other individual LICENSEES.
- p. The AUTHORITY and all LICENSEES are entitled to inspect the LEAMS facilities and may do so, upon request, at a time that is mutually convenient with the OPERATORS.
- q. The OPERATORS are not entitled to reclaim any previously licensed excess offset credits without written consent of the LICENSEE.

4. GENERAL PROVISIONS

- a. **Jurisdiction.** This License Agreement shall be deemed to have been made in Riverside County, California regardless of the order of the signatures of the PARTIES affixed hereto. Any litigation or other legal proceedings which arise in connection with this License Agreement shall be conducted in a federal or state court located within or for Riverside County, California. All PARTIES hereby waive any defenses or objections based on the Doctrine of Forum Non-conveniens.
- b. **Property Rights.** No property rights are created or changed by this License Agreement.
- c. **Third Parties.** There are no third-party beneficiaries created, intended or recognized by this License Agreement.
- d. **Entire Agreement.** This written License Agreement constitutes the full and complete agreement between PARTIES. This License Agreement supersedes any and all previous agreements, either oral or written, between the PARTIES hereto and contains all of the terms, conditions and agreements between the PARTIES with respect to the subject matter of this License Agreement.

- e. **Amendments.** This License Agreement may only be amended by written consent of all PARTIES. However, the terms and conditions of any previously issued license may not be revised retroactively without the additional written consent of the LICENSEE.
- f. **Regional Board Review.** A full and complete copy of this License Agreement has been provided to the Regional Board staff for review to ensure consistency with the assumptions and requirements of the TMDL and the Comprehensive Nutrient Reduction Plan (CNRP). Any changes proposed by the Regional Board must be approved, in writing, as formal amendments to this License Agreement. All amendments to this License Agreement shall also be submitted to the Regional Board for review.
- g. **Cooperation.** The PARTIES agree to cooperate with one another to fulfill all regulatory and contractual obligations related to this License Agreement. The PARTIES further agree not to engage in any activities that undermine or jeopardize the validity of the LEAMS offset credits or the related licenses offered for sale to others.
- h. **Waivers.** Failure to exercise any right or remedy related to this License Agreement shall not be construed as a waiver of that right or remedy.
- i. **Severability.** Any provision of this License Agreement that is subsequently found to be unconstitutional, illegal, or otherwise unenforceable shall be deemed void without subsequent effect on any of the remaining provisions in the License Agreement which shall continue to be implemented as originally intended.
- j. **Term.** This License Agreement shall expire on June 30, 2022 unless the PARTIES agree, in writing, to extend that date. However, all licenses purchased prior to the expiration date of this License Agreement shall remain valid.
- k. **Default.** Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this License Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the other Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the Party in default fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different cure period is specified under any other section of this License Agreement, then the specific cure period shall control.

- 340 **l. Independent Contractor.** In performing under this License Agreement, it is
341 mutually understood that the AUTHORITY is acting as an independent
342 contractor, and not as an agent of the OPERATORS. The OPERATORS shall have
343 no responsibility for payment to any contractor, subcontractor or supplier of the
344 AUTHORITY. Nothing herein contained shall be deemed to create an agency,
345 joint venture, partnership or franchise relationship between the PARTIES hereto,
346 or between the PARTIES and any contractor retained by the OPERATORS in
347 connection with the services provided under this License Agreement, or between
348 the PARTIES and any person or organization that purchases a license for excess
349 offset credit pursuant to this License Agreement.
350
- 351 **m. Authority and Requisite Action.** The individuals executing this License
352 Agreement (the "Signatories") covenant that they have the legal power, right
353 and authority to enter into this License Agreement and to bind their respective
354 principals/entities to the terms and conditions set forth herein. Furthermore,
355 the Signatories covenant that all requisite action has been taken by their
356 respective principals/entities in connection with the entering into this License
357 Agreement and the instruments referenced herein, and the consummation of
358 the transactions contemplated hereby.
359
- 360 **n. Maintenance and Inspection.** The AUTHORITY shall maintain complete and
361 accurate records with respect to all licenses and fees under this License
362 Agreement. All such records shall be clearly identifiable. The AUTHORITY shall
363 allow a representative of OPERATORS to examine, audit, and make transcripts or
364 copies of such records and any other documents created pursuant to this License
365 Agreement during normal business hours. The AUTHORITY shall allow inspection
366 of all work, data, documents, proceedings, and activities related to the License
367 Agreement for a period of three (3) years from the date of final payment under
368 this License Agreement.
369
- 370 **o. Prohibited Interests.** The AUTHORITY maintains and warrants that it has not
371 employed nor retained any company or person, other than a bona fide employee
372 working solely for the AUTHORITY, to solicit or secure this License Agreement.
373 Further, the AUTHORITY warrants that it has not paid nor has it agreed to pay
374 any company or person, other than a bona fide employee working solely for the
375 AUTHORITY, any fee, commission, percentage, brokerage fee, gift or other
376 consideration contingent upon or resulting from the award or making of this
377 License Agreement. For breach or violation of this warranty, OPERATORS shall
378 have the right to rescind this License Agreement without liability. For the term
379 of this License Agreement, no official, officer or employee of the OPERATORS,
380 during the term of his or her service with the OPERATORS, shall have any direct
381 interest in this License Agreement, or obtain any present or anticipated material
382 benefit arising therefrom.
383

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- 385 **p. Dispute Resolution.** Any dispute which may arise by and between the parties to
- 386 this License Agreement shall be submitted to non-binding mediation. Such
- 387 mediation shall be conducted by any neutral, impartial mediation service that
- 388 the Parties mutually agree upon, in writing, and in accordance with its rules in
- 389 effect at the time of the commencement of the mediation proceeding.
- 390
- 391 **q. Attorney's Fees.** The prevailing party in any action to enforce any provision of
- 392 this License Agreement shall be entitled to its reasonable attorney's fees and
- 393 costs.
- 394
- 395 **r. Counterpart Execution.** This License Agreement may be signed in separate
- 396 counterparts, each of which is an original and all of which, taken together, form
- 397 one single binding document.
- 398
- 399

400 **5. NOTIFICATIONS**

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402

- 403 **a. All notifications made pursuant to this License Agreement shall be in writing.**
- 404
- 405

- 406 **b. Notifications to the City of Lake Elsinore shall be directed to:**
- 407

408 Name: Grant Yates

409 Title: City Manager

410 Address: 130 S. Main Street

411 Addl. Address: _____

412 City, State, Zip: Lake Elsinore, CA 92530

413 Main Office Phone: (951) 674-3124

414 Email Address: _____

415 Alternate Name: _____

416 Alternate Phone: _____

417 Alternate Email: _____

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c. Notifications to Elsinore Valley Municipal Water District shall be directed to:

Name: _____
Title: _____
Address: _____
Addl. Address: _____
City, State, Zip: _____
Main Office Phone: _____
Email Address: _____
Alternate Name: _____
Alternate Phone: _____
Alternate Email: _____

d. Notifications to the County of Riverside shall be directed to:

Name: _____
Title: _____
Address: _____
Addl. Address: _____
City, State, Zip: _____
Main Office Phone: _____
Email Address: _____
Alternate Name: _____
Alternate Phone: _____

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- e. **All notifications to Lake Elsinore San Jacinto Watersheds Authority (LESJWA) shall be directed to:**

Name: _____
Title: _____
Address: _____
Addl. Address: _____
City, State, Zip: _____
Main Office Phone: _____
Email Address: _____
Alternate Name: _____
Alternate Phone: _____

- f. The AUTHORITY shall maintain a directory of all past and present LICENSEES with current contact information similar to that shown above and distribute an updated copy of that directory at least once a year to the OPERATORS and the Regional Board.

IN WITNESS WHEREOF, the OPERATORS and the AUTHORITY have affixed their signatures and caused this License Agreement to be effective as of the date shown on the first page of this document:

For the CITY OF LAKE ELSINORE:

Date Mayor

Approved As To Form:

Date City Attorney

For the ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)

Date President, Board of Directors

Approved As To Form:

Date Counsel for EVMWD

For the COUNTY OF RIVERSIDE

Date Chairman, Board of Supervisors

Approved As To Form:

Date Counsel for the County of Riverside

Attested:

Date Clerk for the Board of Supervisors

For the LAKE ELSINORE SAN JACINTO WATERSHEDS AUTHORITY

Date Chairman, Board of Directors

Approved As To Form

Date Counsel for LESJWA

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**AGREEMENT FOR THE OPERATION AND MAINTENANCE
OF THE LAKE ELSINORE AERATION AND MIXING SYSTEMS (AGREEMENT)**

THIS AGREEMENT is made by and among the COUNTY OF RIVERSIDE (COUNTY), the CITY OF LAKE ELSINORE (CITY) and the ELSINORE VALLEY MUNICIPAL WATER DISTRICT (DISTRICT). The COUNTY, CITY and DISTRICT are sometimes collectively referred to individually as "PARTY" and collectively as the "PARTIES."

RECITALS

- A. The COUNTY, CITY and DISTRICT are Member Agencies of the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA). LESJWA is a joint powers public agency formed for the purpose of implementing programs and projects to rehabilitate and improve water quality in Lake Elsinore and Canyon Lake and the rivers and streams that are tributary to these lakes.
- B. The STATE OF CALIFORNIA and U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) have determined that water quality in Lake Elsinore is impaired by elevated concentrations of nitrogen and phosphorus (aka nutrients) that contribute to excess algae growth in the lake. Excess algae tends to deplete dissolved oxygen levels in the lake which, in turn, increases the risk of fish kills. In addition, too much algae interferes with and detracts from beneficial uses in and near Lake Elsinore. These adverse effects severely impact tourism in the area and hurt the regional economy.
- C. In 2004, the SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD (REGIONAL BOARD) adopted a Total Maximum Daily Load (TMDL) to restore and protect the beneficial uses of Lake Elsinore by controlling and restricting the discharge of nutrients to the lake. The REGIONAL BOARD named the COUNTY, CITY and DISTRICT as three of several agencies responsible for implementing the TMDL.
- D. To improve water quality in Lake Elsinore, the PARTIES designed, constructed and operate two large in-lake remediation projects: the Axial Flow Water Pump Destratification System and the Lake Elsinore Phase II Aeration System constructed in 2004 and 2007, respectively. Both systems are intended to improve water quality by increasing dissolved oxygen concentrations in the lake and are collectively referred to as the Lake Elsinore Aeration and Mixing System (LEAMS).
- E. When it adopted the TMDL, the REGIONAL BOARD determined that long-term operation of LEAMS would improve dissolved oxygen concentrations in Lake Elsinore. This, in turn, would also reduce internal phosphorus loads released from the lake bottom sediments by 35% or approximately 11,606 kilograms per year. The Regional Board recognizes this reduction in phosphorus loads as an offset credit that can be used to demonstrate compliance with the load reduction requirements specified in the TMDL.
- F. The CITY holds title to the Axial Flow Water Pump Destratification System. The DISTRICT holds title to the Lake Elsinore Phase II Aeration System. All three PARTIES share equally the annual cost of operating and maintaining both systems. Therefore, all offset credits generated by LEAMS are owned collectively and exclusively by the PARTIES as tenants-in-common.
- G. Operation of LEAMS generates more offset credits than the PARTIES need in order to demonstrate their own individual compliance with the pollutant load reductions specified in TMDL. Therefore, the PARTIES desire to share some of these excess offset credits with other responsible agencies named in the TMDL, that have similar obligations to reduce nutrient loads to Lake Elsinore, through a limited licensing arrangement.

- H. The PARTIES previously formed a Technical Oversight Committee (TOC) to oversee operation and maintenance of LEAMS. The PARTIES intend to continue relying on the TOC to implement this AGREEMENT.
- I. The PARTIES have previously entered into several previous short-term agreements to govern the operation and maintenance (O&M) of LEAMS and to share the associated implementation costs. This AGREEMENT is intended to supersede and replace all previous agreements with one integrated, long-term O&M contract between and among the PARTIES.
- J. The purpose of this AGREEMENT is to describe the roles and responsibilities of the CITY, COUNTY and DISTRICT; the distribution of offset credits to each of the PARTIES; and the terms and conditions for licensing excess offset credits to other responsible agencies named in the TMDL.
- K. The PARTIES believe that long-term operation of LEAMS will improve water quality and protect beneficial uses in Lake Elsinore. Doing so will enhance recreational opportunities and the overall economy of the region. In addition, the PARTIES rely on LEAMS to demonstrate compliance with certain TMDL requirements. Consequently, entering into a long-term agreement to operate and maintain LEAMS is in the best interests of the PARTIES and their respective constituencies.

NOW, THEREFORE, in consideration of the facts recited above, and the covenants, conditions and promise contained herein, the PARTIES set forth their mutual agreements.

AGREEMENT

- 1. **General Obligations.** Subject to all of the provisions of this AGREEMENT, the PARTIES hereby agree to the following:
 - a. **Implement the AGREEMENT through the Technical Oversight Committee:** As a means of ensuring the most optimal operation of LEAMS in order to maximize its benefits, the PARTIES agree to implement the Agreement through the previously established TOC. The TOC shall consist of one knowledgeable representative appointed by each PARTY. Each designated representative shall serve as a member of the TOC at the pleasure and expense of the PARTY making the appointment. The TOC shall meet at such times and places as its members may agree upon; but, shall convene at least once each year (in March or April) to review and approve a budget for the coming fiscal year (July 1st – June 30th). The primary duties of the TOC are to: (i) oversee the operations and maintenance of activities related to LEAMS; (ii) develop and refine parameters, processes and procedures needed to maximize the efficiency and effectiveness of LEAMS; (iii) develop and approve an annual operating budget; (iv) review actual expenses compared to the approved budget; (v) establish a method for calculating the number of offset credits available, the number of offset credits needed by the PARTIES to assure their own TMDL compliance, and the number of offset credits that may be available for licensing to other stakeholders named in the TMDL; (vi) as well as the annual fee to license any available credits.
 - b. **Financial Contribution:** The PARTIES agree to share equally the reasonable cost of managing, operating, monitoring, maintaining, repairing and replacing LEAMS in accordance with an annual budget approved by the PARTIES. Such costs include all reasonable expenses associated with collecting, analyzing and reporting data related to the operation and effectiveness of LEAMS that is required by federal or state authorities.

- c. **Cooperation:** The PARTIES shall cooperate with one another to implement this AGREEMENT and shall not unreasonably withhold such cooperation in a manner that interferes with effective operation and maintenance of LEAMS.
 - d. **Notification:** The PARTIES shall notify one another as soon as practicable, in writing or by phone, whenever they become aware of any fact or circumstance that could adversely affect normal operation of LEAMS and which may jeopardize the availability of sufficient offset credits to assure the PARTIES ability to comply with any related TMDL requirements.
2. **DISTRICT's Obligations.** Subject to all of the provisions of this AGREEMENT, the DISTRICT hereby agrees to:
- a. **Hold Title to the Lake Elsinore Phase II Aeration System (Aeration System):** To continue holding title to the Aeration System for the term of this AGREEMENT.
 - b. **Provision of Services:** To provide, or cause to be provided, all labor, tools, equipment, vehicles, materials, supplies and qualified personnel necessary to manage, operate, monitor, maintain and repair the Aeration System in accordance with the annual budget approved by the PARTIES and the Standard Operating Procedures (SOP) established by the TOC.
 - c. **Regulatory Compliance:** To comply with the federal and state statutes, rules, regulations and other requirements governing the Aeration System, and all direction given by the TOC.
 - d. **Monitoring and Remote Access to Data:** To continue operating and maintaining the sampling and monitoring program that, among other things, measures dissolved oxygen concentrations and water temperature in Lake Elsinore in the manner specified by the TOC and approved by the REGIONAL BOARD. To supply a remote access internet site for displaying and summarizing the aforementioned monitoring data that is accessible by the PARTIES. This internet site shall include real-time data for the most recent 24 hours and shall be restricted to viewing purposes only (i.e. data cannot be revised or altered by a remote viewer). The real-time file will be updated approximately every 15 minutes unless the monitoring system is undergoing maintenance or repairs. In addition, all data collected by the monitoring system will be stored in a database maintained by the DISTRICT and accessible to the PARTIES on an FTP website.
 - e. **Reports:** To prepare and submit annual reports summarizing the operation, maintenance and monitoring activities and other matters of interest as agreed by the PARTIES or otherwise required by federal or state authorities. At a minimum, the DISTRICT shall provide a report summarizing the daily hours of operation for the Aeration System. The DISTRICT shall also provide such other written or oral reports regarding the operation and maintenance of the Aeration System as may be reasonably requested by any of the other two PARTIES.

- f. **Budget:** To prepare, in cooperation with the TOC, and submit an annual proposed budget for continued operation and maintenance of the Aeration System in the forthcoming fiscal year (July 1st to June 30th). Said budget must be submitted to the CITY and COUNTY for review and approval no later than 90 days (March 1st) prior to the commencement of the new fiscal year. The budget shall estimate the expenditures necessary to operate and maintain the Aeration System in good working order. The budget should include a contingency fund, as agreed to by the TOC, to cover extraordinary and unforeseen expenses or to be used to replace, expand or otherwise enhance the Aeration System when mutually agreed. A template form for the budget proposal is attached as Exhibit 3 to this AGREEMENT. In the event that a budget acceptable to all PARTIES is not obtained prior to the start of the fiscal year, the DISTRICT shall continue to operate and maintain the Aeration system to the fullest extent possible, subject to the reasonable discretion and available resources of the DISTRICT and at the level of expenditure authorized by the most recently approved budget, and the PARTIES shall fund such budget until a new budget is approved. The DISTRICT may draw upon any available contingency funds that have been set aside in prior years, to support on-going operation of the Aeration System while a new budget is being reviewed and approved.
- g. **Cost Accounting:** To provide a financial statement itemizing and summarizing all expenses and charges incurred to operate and maintain the Aeration System for each calendar year. The DISTRICT will provide the financial statement at the same time the budget proposal is submitted on March 1st of each year. A template form for the financial statement is attached as Exhibit 4 to this AGREEMENT. The DISTRICT shall maintain copies of receipts as necessary to substantiate all cost accounting for a period of not less than 3 years after the expense is incurred and shall provide copies to PARTIES upon request.
- h. **Books and Records:** Maintain, and retain for a period of not less than three (3) years following the termination of this AGREEMENT, full and accurate books and accounts in accordance with the practices established by or consistent with those utilized by the Controller of the State of California for public agencies. Such books and accounts shall be maintained on a fiscal year basis (July 1st to June 30th). Such books and accounts shall be maintained by the DISTRICT as public records. All books and records developed in association with prior agreements between the PARTIES to share O&M costs for the Aeration System shall also continue to be preserved in accordance with the same terms and conditions specified for similar books and records generated in support of this AGREEMENT.
- i. **Inspection:** To permit inspection of the Aeration System by representatives of the COUNTY, CITY, LESJWA or other federal or state regulatory authorities upon request.
- j. **Safety:** The DISTRICT shall be responsible for the safety of all persons and property relative to the Aeration System. This responsibility shall be continuous and not be limited to normal working hours. The DISTRICT's duty to ensure safety shall include, without limitation, the placement of warning signs and markers (e.g. buoys and lights) to protect the Aeration System and all persons working or recreating in Lake Elsinore and along its shoreline (safety activities). Because the CITY has rights and responsibilities related to recreation on Lake Elsinore that are separate from those of the DISTRICT, including but not limited to enforcement of CITY ordinances and the Lake Elsinore Lake Use Guidelines, the DISTRICT shall coordinate all safety activities undertaken pursuant to this AGREEMENT, to the maximum extent practicable prior to commencing such activities. The PARTIES

acknowledge that it may be necessary, from time to time, to modify existing CITY ordinances and the Lake Use Guidelines in order for the DISTRICT to implement necessary safety activities. The cost of such modifications, when needed, shall be shared equally among the PARTIES.

3. **CITY's Obligations.** Subject to all of the provisions of this AGREEMENT, the CITY hereby agrees to:
- a. **Hold Title to the Axial Flow Water Pump Destratification System (Mixing System):** To continue holding title to the Mixing System for the term of this AGREEMENT.
 - b. **Provision of Services:** To provide, or cause to be provided, all labor, tools, equipment, vehicles, materials, supplies and qualified personnel necessary to manage, operate, monitor, maintain and repair the Mixing System in accordance with the annual budget approved by the PARTIES and the SOP established by the TOC.
 - c. **Regulatory Compliance:** To comply with the federal and state statutes, rules, regulations and other requirements governing the Mixing System, and all direction given by the TOC.
 - d. **Reports:** To prepare and submit annual reports summarizing the operation, maintenance and monitoring activities and other matters of interest as agreed by the PARTIES or otherwise required by federal or state authorities. At a minimum, the CITY shall provide a report summarizing the daily hours of operation for the Mixing System. The CITY shall also provide such other written or oral reports regarding the operation and maintenance of the Mixing System as may be reasonably requested by any of the other two PARTIES.
 - e. **Budget:** To prepare, in cooperation with the TOC, and submit an annual proposed budget for continued operation and maintenance of the Mixing System in the forthcoming fiscal year (July 1st to June 30th). Said budget must be submitted to the DISTRICT and COUNTY for review and approval no later than 90 days (March 1st) prior to the commencement of the new fiscal year. The budget shall estimate the expenditures necessary to operate and maintain the Mixing System in good working order. The budget should include a contingency fund, as agreed to by the TOC, to cover extraordinary and unforeseen expenses or to be used to replace, expand or otherwise enhance the Mixing System when mutually agreed. A template form for the budget proposal is attached as Exhibit 3 to this AGREEMENT. In the event that a budget acceptable to all PARTIES is not obtained prior to the start of the fiscal year, the CITY shall continue to operate and maintain the Mixing System to the fullest extent possible, subject to the reasonable discretion and available resources of the CITY and at the level of expenditure authorized by the most recently approved budget, and the PARTIES shall fund such budget until a new budget is approved. The CITY may draw upon any available contingency funds that have been set aside in prior years to support on-going operation of the Mixing System while a new budget is being reviewed and approved.

- f. **Cost Accounting:** To provide a financial statement itemizing and summarizing all expenses and charges incurred to operate and maintain the Mixing System for each calendar year. The CITY will provide the financial statement at the same time the budget proposal is submitted on March 1st of each year. A template form for the financial statement is attached as Exhibit 4 to this AGREEMENT. The CITY shall maintain copies of receipts as necessary to substantiate all cost accounting for a period of not less than 3 years after the expense is incurred and shall provide copies to PARTIES upon request.
 - g. **Books and Records:** Maintain, and retain for a period of not less than three (3) years following the termination of this AGREEMENT, full and accurate books and accounts in accordance with the practices established by or consistent with those utilized by the Controller of the State of California for public agencies. Such books and accounts shall be maintained on a fiscal year basis (July 1st to June 30th). Such books and accounts shall be maintained by the CITY as public records. All books and records developed in association with prior agreements between the PARTIES to share O&M costs for the Mixing System shall also continue to be preserved in accordance with the same terms and conditions specified for similar books and records generated in support of this AGREEMENT.
 - h. **Inspection:** To permit inspection of the Mixing System by representatives of the COUNTY, DISTRICT, LESJWA or other federal or state regulatory authorities upon request.
 - i. **Safety:** The CITY shall be responsible for the safety of all persons and property relative to the Mixing System. This responsibility shall be continuous and not be limited to normal working hours. The CITY's duty to ensure safety shall include, without limitation, the placement of warning signs and markers (e.g. buoys and lights) to protect the Mixing System and all persons working or recreating in Lake Elsinore and along its shoreline (safety activities). Because the CITY has rights and responsibilities related to recreation on Lake Elsinore that are separate from those of the DISTRICT, including but not limited to enforcement of CITY ordinances and the Lake Elsinore Lake Use Guidelines, the CITY shall coordinate all safety activities undertaken pursuant to this AGREEMENT, to the maximum extent practicable prior to commencing such activities. The PARTIES acknowledge that it may be necessary, from time to time, to modify existing CITY ordinances and the Lake Use Guidelines in order for the DISTRICT to implement necessary safety activities. The CITY shall not unreasonably withhold such modifications and will grant temporary authorization for the DISTRICT to implement necessary safety activities pending formal revision of related ordinances or Lake Use Guidelines for Lake Elsinore.
4. **COUNTY's Obligations.** Subject to all of the provisions of this AGREEMENT, the COUNTY hereby agrees to:
- a. **Reports:** Coordinate and supervise LESJWA's preparation of an annual report to (i) estimate the number of offset credits generated by LEAMS in the prior year; (ii) estimate the number of offset credits needed by each of the PARTIES to maintain compliance with the TMDL and their respective NPDES discharge permits; and (iii) estimate the number of excess, unused offset credits that may be available for licensing to other stakeholders named in the TMDL. Report shall be distributed to all PARTIES by March 1st each year.

- b. **Coordinate with LESJWA** to license any excess, unused offset credits that the TOC elects to make available to other stakeholders named in the TMDL. However, all such licenses must be approved by unanimous consent of the TOC. Such consent shall not be unreasonably withheld.
- c. **Coordinate with the REGIONAL BOARD** to ascertain what documentation is required to: (i) corroborate the number of offset credits generated by LEAMS; (ii) corroborate the number of offset credits required by each of the PARTIES to ensure on-going compliance with the TMDL and their respective NPDES discharger permits; (iii) the number of offset credits that may be made available for licensing to other stakeholders named in the TMDL; and (iv) determine the duration and period for which a given set of offset credits remains valid for the purpose of demonstrating compliance with the TMDL load allocations or wasteload allocations.
- d. **Licensing Fees:** Make periodic recommendations to the TOC regarding reasonable fees to license excess, unused offset credits. The final fee structure must be approved by the TOC prior to entering into any licensing agreement with LESJWA or any other stakeholders named in the TMDL.

5. **Miscellaneous Provisions**

- a. **Independent Contractors:** The PARTIES shall perform all duties under this AGREEMENT as independent contractors and NOT as employees of one another.
- b. **Subcontractors:** The PARTIES may employ competent and qualified professionals, consultants and subcontractors as they deem necessary to fulfill their duties and obligations under this AGREEMENT provided that all related costs remain within the approved budget. Costs which exceed the approved budget must be approved, in advance, by the TOC unless said costs are required to address a bona fide emergency condition.
- c. **Assignment:** Neither this AGREEMENT nor any part of LEAMS may be assigned or otherwise transferred without prior written consent from all PARTIES.
- d. **Amendment:** This AGREEMENT may only be amended by mutual written agreement of all PARTIES. This AGREEMENT may not be amended by verbal agreement or through separate written agreements not contemplated within the AGREEMENT.
- e. **10-year Term:** The duty to meet all obligations and responsibilities identified in this AGREEMENT commences on the effective date shown on page 1 (above) and, unless subsequently extended by mutual written agreement of all PARTIES, terminates on June 30, 2027. During this term, no PARTY may abandon, sell, lease, dispose or substantially discontinue the use of LEAMS without prior written consent of all PARTIES.
- f. **Distribution of Surplus Funds:** If, upon termination of this AGREEMENT without extension, there are any unexpended funds in the custody and control of the PARTIES, including but not limited to any contingency or replacement funds, these funds shall be distributed to the PARTIES in proportion to the respective original contributions to such funds.

- g. **Early termination.** Any PARTY may terminate their participation in this AGREEMENT by providing one year's written notice to the other PARTIES. However, if a PARTY elects to terminate their participation prior to June 30, 2027 that PARTY forfeits and waives any claim for reimbursement of unexpended contingency and replacement funds collected in all prior years. In the event one PARTY elects an early termination, the other two PARTIES shall continue to implement the terms of this AGREEMENT but shall be absolved of any on-going duty or obligation to the departing PARTY.
- h. **Third Party Beneficiary.** The PARTIES acknowledge that the Lake Elsinore San Jacinto Watershed Authority (LESJWA) shall be a third-party beneficiary to this AGREEMENT in so far as reliable operation and maintenance of LEAMS is necessary to fulfill the terms and conditions set forth in any Exclusive License Agreement for Excess Offset Credits executed between the PARTIES and LESJWA. There are no other third party beneficiaries to this AGREEMENT.
- i. **Interpretation.** All provisions of this AGREEMENT shall be construed in a manner which best assures the long-term viability of LEAMS. All PARTIES share equal responsibility for drafting the language of this AGREEMENT.
- j. **Severability.** If any term, clause, sentence, provision, or paragraph of this AGREEMENT shall be held invalid, such invalidity shall not affect the other provisions of the AGREEMENT which can be given effect without the invalid provision, and to this end, the remainder of the AGREEMENT shall remain in full force and effect.
- k. **Budget Authority.** All PARTIES acknowledge that final authority to accept and approve a final budget for LEAMS rests with their respective governing Boards, Commissions and Councils. Members of the TOC can make agreement to recommend specific budgets actions, but cannot bind, their respective governing authorities. Consequently, no budget shall be deemed final until it is approved by the governing authorities for each of the PARTIES.
- l. **Arbitration:** Any dispute which may arise by and between the PARTIES to this AGREEMENT shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial arbitration service that the PARTIES mutually agree upon in accordance with its rule in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. The arbitrator chosen must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction, only for material errors of fact or law. Upon a showing of good cause, the arbitrator may permit limited discovery in the arbitration proceeding. Unless the PARTIES enter into a written stipulation to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the PARTIES mutually agree upon in accordance with its rules for such mediation.

- m. **Enforced Delay; Extension of Times of Performance:** In addition to specific provisions of this AGREEMENT, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this AGREEMENT shall be extended, where delays or defaults are due to war; terrorism, moratorium, insurrection, strikes; lockouts; riots; floods, earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargos; litigation; unusually severe weather; acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of the PARTIES); or any other cause(s) beyond the control or without the fault of the PARTY claiming an extension of time to perform, provided such cause would prevent the claiming PARTY from performing the provisions of this AGREEMENT. Notwithstanding any to the contrary in this AGREEMENT, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, or notice by the PARTY claiming such extension is sent to the other PARTIES with thirty (30) days of the commencement of the cause.
- n. **Attorney's Fees.** In the event any of the PARTIES hereto shall bring an action to enforce any term of this AGREEMENT to recover any damages for and on account of any breach of any term or condition of this AGREEMENT, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees.
- o. **COUNTERPART EXECUTION.** This AGREEMENT may be executed simultaneously, or in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The AGREEMENT may be signed by fax or scanned by email signature.
- p. **Effective Date.** This AGREEMENT is deemed effective upon execution by all of the PARTIES and, for budgeting and funding purposes, is retroactive to July 1, 2016.

IN WITNESS WHEREOF, the PARTIES acknowledge their acceptance of this AGREEMENT by affixing their signature(s) below.

[SIGNATURE PAGE(S) TO FOLLOW]

For the CITY OF LAKE ELSINORE:

_____	_____
Date	Mayor

Approved As To Form

_____	_____
Date	Counsel for the City of Lake Elsinore

For the ELSINORE VALLEY MUNICIPAL WATER DISTRICT

_____	_____
Date	President, Board of Directors

Approved As To Form

_____	_____
Date	Counsel for EVMWD

For the COUNTY OF RIVERSIDE

_____	_____
Date	Chairman, Board of Supervisors

Approved As To Form

_____	_____
Date	Counsel for the County of Riverside

Attested

_____	_____
Date	Clerk for the Board of Supervisors



Is LEAMS an approved offset program?

The Regional Board approved the use of LEAMS to demonstrate compliance with the TMDL-WLA as part of the Comprehensive Nutrient Reduction Plan (CNRP):

"Through agreements established with other stakeholders and as part of CNRP implementation, the MS4 Permittees will participate in the operation of the in-lake aeration system. At this time, based on lake modeling and compliance analyses, the MS4 Permittees believe the aeration system will provide the necessary nutrient load reductions to comply with urban WLAs."

CNRP §2.2.2 @ pg. 2-10

"The Lake Elsinore aeration system, incorporated into the CNRP, is already being implemented. During CNRP implementation the MS4 permittees will support the continued operation of this system as needed to comply with urban WLAs."

CNRP §E.2.2 @ pg. E-2

"RCFCD, the County of Riverside, and the Cities of Riverside, Lake Elsinore, Canyon Lake, Hemet, San Jacinto, Perris, Moreno Valley, Murrieta, Menifee, Wildomar and Beaumont are in compliance with Section VI.D.2.d of the Riverside County MS4 permit provided that the CNRP is implemented in a timely manner."

Santa Ana Regional Board Res. No. R8-2013-0044 (approving the CNRP)

Note: Section VI.D.2.d of the MS4 permit refers to the Final Water Quality Based Effluent Limits for the Lake Elsinore/Canyon Lake (San Jacinto Watershed) Nutrient TMDLs.



How was the \$300/hour license fee determined?

- 1) The total cost of LEAMS operation is approximately \$500,000/year.
- 2) LEAMS must operate a minimum of 2,000 hours/year.
- 3) Therefore, the baseline O&M cost is about \$250/hour ($\$500,000 / 2000 \text{ hrs.}$)
- 4) The three original project partners are need a total of 1,280 hours/year to meet their own compliance obligations.
- 5) $1,280 \text{ hours} * \$250/\text{hr.} = \$320,000/\text{year}$ (\$106,667 each).
- 6) $\$500,000 - \$320,000 = \$180,000$
- 7) Estimated number of offset credit hours likely to be sold = 600 hours/year
- 8) $\$180,000 / 600 \text{ hours} = \300 per offset credit hour.

Why do licensees pay a higher hourly rate than the three original project partners?

- 1) Because the original project partners must bear 100% of the cost and 100% of the risk of operating the project for a full year (2,000) before licenses are offered for sale.
- 2) Because the original project partners have no guarantee regarding the number of offset credit hours likely to be licensed.
- 3) Because the original project partners provided nearly \$1,000,000 in capital cost to help construct the project.
- 4) Because the original project partners bore 100% of the operating costs for the first 8 years of the project and incurred 100% of the expense associated with validating the effectiveness of LEAMS (and, thus, the availability of offset credits).



Summary of Phosphorus and Nitrogen Offset Credits for the Lake Elsinore Aeration and Mixing System (LEAMS)

1. How many PHOSPHORUS offset credits are generated by LEAMS?

Phosphorus	Without LEAMS	With LEAMS
A) Total Maximum Daily Load (TMDL)	28,584 kg/yr	28,584 kg/yr
B) Sediment Releases*	33,160 kg/yr	21,554 kg/yr
C) Offset Credits Available (Line A – Line B)	-4,576 kg/yr	7,030 kg/yr

** The approved TMDL stipulates that LEAMS will reduce phosphorus loads released from lake bottom sediments by 35%.*

$$35\% \text{ of } 33,160 \text{ kg/yr} = 11,606 \text{ kg/yr}$$

$$33,160 \text{ kg/yr} - 11,606 \text{ kg/yr} = 21,554 \text{ kg/yr}$$

$$28,584 \text{ kg/yr} - 21,554 \text{ kg/yr} = 7,030 \text{ kg/yr}$$

$$7,030 \text{ kg-per-yr} / 2,000 \text{ hours-per-year} = 3.515 \text{ kg/hr}$$

2. How many NITROGEN credits are generated by LEAMS?

$$52,616 \text{ kg/yr TN offset w/ } 2,340 \text{ operating hours} = 22.49 \text{ kg/hr (Dr. Alex Horne; Dec., 2012)}$$

$$65,310 \text{ kg/yr TN offset w/ } 4,824 \text{ operating hours} = 13.54 \text{ kg/hr (Dr. Alex Horne; Mar., 2015)}$$

Dr. Horne states that the number of offset credits generated by LEAMS is not linearly related to the number of operational hours. It is a diminishing-returns function. Therefore, for purposes of developing the offset credit licensing agreement, we will assume that the first 2,000 hours of LEAMS operation will offset 44,000 kg of nitrogen (22 kg per hour).

LESJWA Administration Budget - LEAMS Credit Licensing Program

	FY 2016-17		FY 2017-18	
	Hours	Budget	Hours	Budget
Task 1 - Establish the Number and Cost of the Available Credits				
Implement a regular annual process to coordinate with LEAMS Operators to acquire LEAMS operating costs and employed/excess offset credit data.	8	\$ 1,560	4	\$ 840.00
Estimate pro-rated discounted costs for excess offset credits to stakeholders generated in calendar years prior to 2016 based upon a 10 year rolling average, subject to the written approval by the LEAMS Operators.	8	\$ 1,560	4	\$ 840.00
Complie LEAMS project operating costs and offset credits into a "LEAMS Operating Costs and Offset Credits spreadsheet". Design and maintain spreadsheet to track by year 1) annual LEAMS operator costs 2) number of annual LEAMS offset credits employed by individual operator 3) number and cost of current year excess annual LEAMS offset credits 4) number and cost of previous years excess LEAMS offset credits and 5) purchased excess LEAMS offset credits by stakeholders.	20	\$ 3,880	4	\$ 840.00
Obtain Operators approval of completed annual "LEAMS Operating Costs and Offset Credits spreadsheet" prior to sharing with stakeholders.	8	\$ 1,560	2	\$ 450.00
Task 2 – Stakeholder Coordination				
LESJWA, operating as the exclusive agent to administer licenses for excess offset credits, will provide notice to stakeholders of the availability and cost of offset credits.	4	\$ 850	4	\$ 890.00
Perform sharing and follow-up coordination activities with stakeholders including the preparation of materials to share with stakeholders Board of Directors.	16	\$ 2,720	16	\$ 2,860.00
Task 3 – Stakeholder Credit and Contribution Tracking				
Manage updates to the "LEAMS Costs and Credits spreadsheet" for annual year purchases of LEAMS offset credits by stakeholders.	12	\$ 2,360	4	\$ 890.00
Perform all accounting functions of LEAMS including invoice letter preparation and management of all financial transactions using accepted accounting practices and a dedicated interest bearing account.	8	\$ 1,070	8	\$ 1,120.00
Prepare annual reports for submittal to Regional Board detailing and summarizing participation in the LEAMS offset program. Additionally, LESJWA will provide copies of all such reports to the LEAMS Operators, as well as participating stakeholders at the same time such reports are submitted to the Regional Board.	20	\$ 3,880	8	\$ 1,690.00
Total:	104	\$ 19,440	54	\$ 10,420

LESJWA BOARD MEMORANDUM NO. 810

DATE: April 19, 2017

SUBJECT: Phase 2 TMDL Compliance Monitoring Program – Hazardous Algal Bloom (HAB) Monitoring and Water Quality Data Management Change Order

TO: LESJWA Board of Directors

FROM: Mark Norton, P.E., Authority Administrator

RECOMMENDATION

The Lake Elsinore and Canyon Lake Nutrient TMDL Task Force and LESJWA staff recommends that the Board of Directors approve Change Order No. 2 to Task Order No. AMEC160-02 with AMEC Foster Wheeler Environment & Infrastructure, Inc. for an amount not-to-exceed \$33,252. This Change Order provides additional technical support to the LE&CL TMDL Task Force for the following:

- 1) Hazardous Algal Bloom (HAB) monitoring to perform the following:
 - a. Evaluate the relationship between cyanotoxin concentrations and nutrient concentrations (\$23,632)
 - b. Optional: Address Public Health Information, as needed (subject to the City of Canyon Lake funding support of \$4,620)
- 2) Water Quality Data Management (\$5,000)

DISCUSSION

To address the need for additional technical support in the implementation of activities relating to the Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring program, the members of the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Technical Advisory Committee recommended a change order for AMEC Foster Wheeler Environment & Infrastructure, Inc. to conduct the following:

- 1) Hazardous Algal Bloom (HAB) monitoring
In response to the detection of cyanotoxins in Lake Elsinore and Canyon Lake in 2016, conduct one year of monitoring for cyanotoxins as part of the routine TMDL compliance monitoring of both lakes. This monitoring will address two questions of concern:
 - A) What is the relationship between cyanotoxin concentrations and nutrient concentrations? and,
 - B) Are cyanotoxin concentrations above levels of concern for public health?
- 2) Water Quality Data Management
Additional QA/QC, formatting and data upload related efforts toward the submittal of historic TMDL-related monitoring results to the California Environmental Data Exchange Network (CEDEN)

The attached Change Order details the additional work by AMEC Foster Wheeler Environment & Infrastructure, Inc. to support the LE&CL TMDL Task Force in tasks related to the Phase 2 Compliance Monitoring program. Included with this Task Order is a scope of work and budget providing a detailed description of support services to be performed by the Consultant through FY 2017-18.

In 2015, the State Water Resources Control Board initiated an assessment of Freshwater Harmful Algal Blooms. This assessment implemented by the Southern California Coastal Water Research Project (SCCWRP) includes monitoring for cyanotoxins in both Lake Elsinore and Canyon Lake. In 2015, no cyanotoxins were reported for either lake, however in 2016, most likely due to conditions exacerbated the drought resulted in both lakes reporting high levels of a number of cyanotoxins. It is anticipated that SCCWRP will conduct additional monitoring of Lake Elsinore and Canyon Lake in 2017. The final results of this assessment are expected to be released to the public in early 2018.

In March 2017, the LE/CL TMDL Task Force heard a presentation by Dr. Meredith Howard with SCCWRP who discussed the latest efforts by SCCWRP to support the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board in evaluating the impacts of freshwater harmful algal blooms. It is anticipated that a record of monitoring data for HAB at both lakes will assist with the revised TMDL development.

In discussions with the City of Lake Elsinore, their staff was supportive of the Task Force HAB sampling and analysis for purposes of further investigating the relationship between cyanotoxin concentrations and nutrient concentrations and believe the program will offset some of their future HAB sampling at Lake Elsinore. However, if algae toxicity levels were to rise this summer, they preferred the flexibility to direct their consultant to sample at specific frequencies and locations. Consequently, they will conduct their own investigation for cyanotoxin concentrations above levels of concern for public health as needed. Since the City of Canyon Lake has no ongoing HAB sampling program, the Optional task is available to conduct public health investigations at key locations in Canyon Lake if needed and the City of Canyon Lake agrees to fund this cost.

The change order includes the additional uploading of historical data into CEDEN which is particularly important based on the use of CEDEN under the recent 303(d) impaired water bodies listing and because past TMDL data was not fully entered into CEDEN.

BACKGROUND

In June 2015, the LESJWA Board approved a contract to conduct the Phase 2 nutrient TMDL Compliance monitoring program in response to a request for proposals. Through this agreement, AMEC Foster Wheeler Environment & Infrastructure, Inc. provides the following services to the LE&CL TMDL Task Force, as described in the April 2015, Lake Elsinore and Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring Work Plan:

- Wet season watershed-wide compliance monitoring
- Bi-monthly in-lake monitoring for Lake Elsinore
- Bi-monthly in-lake monitoring for Canyon Lake
- Pre alum Application Effectiveness Monitoring
- Contract and coordinate with Babcock laboratories for analytical laboratory services
- Coordinate with EVMWD on data sondes operating in Lake Elsinore
- Contract and coordinate with Blue Water Satellite for bi-monthly analyses of in-lake chlorophyll-a using satellite imagery
- Coordinate with RCFC&WCD staff on tracking weather for wet season storm events
- Prepare annual TMDL Water Quality Compliance Monitoring Reports for Regional Board submittal
- Management of Water Quality Monitoring Data
- Provide status updates to the TMDL Task Force.

RESOURCES IMPACT

The TMDL Task Force account holds sufficient reserves to conduct additional HAB Monitoring and CEDEN Data Management to support the proposed effort by the Lake Elsinore and Canyon Lake TMDL Task Force. All staff contract administration time for this contract will be taken from the TMDL budget and funded by the TMDL Stakeholders.

MN/RW/dm

Attachment:

1. Rationale for Adding Cyanotoxins – Risk Sciences
2. Change Order No.2 AMEC160-02



Rationale for Adding Cyanotoxins to the List of Analytes Evaluated in the TMDL Water Quality Monitoring Program for Lake Elsinore and Canyon Lake.

Lake Elsinore was added to the California's 303(d) list of impaired waterbodies for "Unknown Toxicity" in 1996. However, new water quality data from samples collected in 2015 and 2016 suggest that elevated concentrations of cyanotoxins may be causing or contributing to the aquatic toxicity problem. Studies in other lakes also indicate that high cyanotoxin concentrations can cause fish kills. Toxicity tests have not yet been performed at Canyon Lake.

When the TMDL was developed and approved in 2004, it was assumed that ammonia might be causing the unknown toxicity and that the nutrient TMDL would likely address that toxicity. While it is true that controlling nutrient loads will reduce algae infestations in both lakes, the exact relationship between chlorophyll-a concentrations and cyanotoxin concentrations is not well-defined and appears to be highly site-specific.

The revised TMDL, currently under development, is likely to recommend causal and response targets based re-attaining water quality conditions that were expected to occur under natural, pre-development conditions. However, the revised TMDL also recognizes that both lakes would occasionally be impaired by excessive algae even before there was any anthropogenic influence on water quality. If so, this raises the possibility that elevated cyanotoxin concentrations may also have occurred from time-to-time.

The revised TMDL is founded on a complex, dynamic model that correlate water chemistry (nitrogen, phosphorus, salinity) to water quality (DO, Chlorophyll-a, fish kills). Additional data will be needed in order to understand how cyanotoxin concentrations are related to these other variables.

Ideally, the new monitoring data can be used to demonstrate that the revised TMDL is adequate to address potential cyanotoxin impairments as well. The new data may also be useful to show that current and planned algae control projects (e.g. Alum, LEAMS, etc.) are effective at reducing the frequency, duration and magnitude of cyanotoxins "events" in the lakes.

For these reasons, it is advisable that the list of analytes evaluated in the routine TMDL monitoring program for both lakes be expanded to include the following cyanotoxins at all of the current sampling stations: Microcystin, Anatoxin-a, and Cylindrospermopsin. Based on previous study results, there does not appear to be any need to analyze water samples for Lyngbatoxin, Saxitoxin or Nodularin. In addition, representative samples should be preserved so that relative abundance of different algae species can be estimated if necessary.

It should be noted that the type of data used to support development of the revised TMDL, and especially the water quality modeling for both lakes, is different from the type of data needed to make decisions on when and where to post public health warnings. TMDL-related sampling data can only supplement, not replace, similar cyanotoxin monitoring programs initiated by the lake managers.

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LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

CHANGE ORDER NO. 2 To Task Order No. AMEC160-02

CONSULTANT: AMEC Foster Wheeler Environment & Infrastructure, Inc. **VENDOR NO.** 1734
9210 Sky Park Court
San Diego, Ca 92123

PROJECT: Lake Elsinore & Canyon Lake Nutrient TMDL Phase 2 Compliance Monitoring

COST: NTE \$33,252

REQUESTED BY: Rich Whetsel, Sr. Watershed Planner

April 19, 2017

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding: 160-TMDL-6113-01
Acct. Description: TMDL Task Force

BOARD AUTHORIZATION REQUIRED: YES (X) NO ()

Funding for the task order was authorized on 12-15-16; ref Board Memo No. LES805

Contractor is hereby directed to provide the extra work necessary to comply with this change order.

DESCRIPTION / JUSTIFICATION OF CHANGE: This change order is to reimburse the Consultant the costs for the following work, and as shown on the attached proposals (Attachments A and B):

1. Hazardous algal bloom (HAB) sampling for both Lake Elsinore and Canyon Lake - \$33,252
This sampling will:

A) Evaluate the relationship between cyanotoxin concentrations and nutrient concentrations - \$23,632

B) **Optional:** Address public health information, as needed. Cyanotoxin sampling will match the schedule of the routine TMDL compliance sampling, including the collection of samples for Canyon Lake (subject to City of Canyon Lake funding support) - \$4,620; and

2. Additional work to complete historical in-lake water quality data management activities (\$5,000).

CHANGE IN CONTRACT TIME: No change - June 30, 2018

CHANGE IN TASK ORDER PRICE:	Original Task Order Amount	\$156,634
	Change Order No. 1 Amount	\$ 20,252
	Change Order No. 2 Amount	<u>\$ 33,252</u>
	Amended Contract Total	\$210,138

ACCEPTANCE:

Contractor accepts the terms and conditions stated above as full and final settlement of any claims arising from or related to this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Specifications. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Provisions of the Contract Specifications.

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

Robert Magee, LESJWA Chair

Date

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

(Signature)

Date

Typed/Printed Name



ATTACHMENT A

April 14, 2017

Santa Ana Watershed Project Authority (SAWPA)
11615 Sterling Avenue
Riverside, CA 92503

Attention: Rick Whetsel, Mark Norton

Subject: **Scope of Work for Cyanobacteria Toxin Monitoring and Out of Scope Funds Request for CEDEN Data Submittal**

1.0 PURPOSE

The purpose of this document is 2-fold: 1) to provide a scope and costs to the Lake Elsinore and San Jacinto Watershed Authority (LESJWA) nutrient total maximum daily loads (TMDL) Task Force for cyanobacterial toxin monitoring in Lake Elsinore and Canyon Lake, and 2) to request additional funds for out-of-scope labor to provide LESJWA additional QA/QC and formatting related efforts toward the submittal of historic TMDL-related monitoring results to the California Environmental Data Exchange Network (CEDEN).

A scope of work description is provided in Section 2.0, a schedule is presented in Section 3.0, and costs are summarized in Section 4.0.

2.0 SCOPE OF WORK

Cyanobacteria Toxin Monitoring

A large cyanobacterial bloom was observed in Lake Elsinore over the summer of 2016, leading to the closure of the lake for an extended period. Cyanotoxin monitoring was initiated on Lake Elsinore by Amec Foster Wheeler (Amec FW) staff in July 2016 through a direct contract with the City of Lake Elsinore. This contract is funded through June 2017, and consists of sampling Lake Elsinore on a bi-monthly basis concurrent with TMDL sampling.

At the Nutrient TMDL Task Force meeting on March 22, 2017 it was decided that cyanotoxin monitoring would be incorporated into the routine TMDL monitoring of both lakes. Two areas are being addressed with this monitoring. The primary driver of this monitoring will be to investigate the relationship between nutrient concentrations and cyanotoxin concentrations within the water column. A secondary optional task will be to determine if cyanotoxin concentrations in Canyon Lake are above levels of concern for public health. Public health samples on Lake Elsinore will continue to be collected under a separate contract with the City of Lake Elsinore. To adequately address these two questions, slightly different sample designs are required as outlined below.

To address the primary question, the routine nutrient TMDL stations on Lake Elsinore (LE02) and Canyon Lake (CL07, CL08, CL09, and CL10) will be used for cyanotoxin sampling. Depth-integrated composite samples are currently collected at these locations and analyzed for a suite of nutrients. In order to provide an “apples-to-apples” comparison with cyanotoxin concentrations, the sample for cyanotoxins will also be collected from the depth-integrated composite. Additionally, at one TMDL station for each lake (LE02 for



Lake Elsinore and CL07 for Canyon Lake), a surface grab will be collected to determine if surface concentrations of cyanotoxins are higher and/or provide a better correlation with nutrient levels. Sampling events will occur during regularly scheduled routine TMDL monitoring (see Section 3 for schedule). A total of seven samples will be collected per sampling event to address this question. Samples will be analyzed for the cyanotoxins presented in Table 1.

Monitoring of cyanotoxins in Canyon Lake for public health concerns will be an optional task if requested and funded by the City of Canyon Lake based on in-lake evidence suggesting cyanotoxins may be present. Locations monitored and number of samples collected in Canyon Lake will be determined in consultation with the City of Canyon Lake staff prior to each sampling event. For these public health samples, cyanobacterial scum or foam will be prioritized over water samples, as these tend to contain much higher concentrations of algal toxins and provide a worst case scenario. Unless otherwise directed, sampling events will occur during regularly scheduled routine TMDL monitoring (see Section 3 for schedule). Samples will be analyzed for the cyanotoxins presented in Table 1.

Table 1: Analyte List

Analyte	Volume / Recommended Container	Field Preservation
Microcystin	500ml Poly	<4°C
Cylindrospermopsin	500ml Poly	<4°C
Anatoxin-a	500ml Poly	<4°C

Two laboratories will be used for these analyses. Greenwater Labs in Florida is more expensive, but provides a quicker 2-3 day turn-around time (TAT) needed to inform posting of signage for public warning. Therefore, Greenwater Labs will be used for the public health samples. The University of California, Santa Cruz laboratory is less expensive, but typically has a longer TAT of 1-2 weeks. Hence, this lab will be used for the samples investigating the cyanotoxin/nutrient relationship.

A brief report summarizing results will be produced for each event. In addition, at the completion of the annual monitoring cycle, results for the entire year will be incorporated in the nutrient TMDL annual monitoring report.

CEDEN Formatting and Upload

To enhance the usability of historic monitoring data, at the request of the TMDL Task Force, Amec FW previously conducted a thorough QA/QC review of available in-lake field and laboratory analytical water quality data for both Lake Elsinore and Canyon Lake provided by Mr. Rick Whetsel, spanning a period between 2001 and 2012. Furthermore, monitoring data for Canyon Lake collected by Dr. Jim Noblet of California State University-San Bernardino also went through a thorough QA/QC process and was merged with this historic database including appropriate QA flags, when necessary. The effort included a reorganization of station nomenclature to maintain consistency throughout the database, standardization of analyte names, identification of analyte concentration values outside of what would be considered expected ranges, and revision of analyte names to be compatible with CEDEN controlled vocabulary.



Additionally, all data collected by Amec FW since taking over the Lake Elsinore San Jacinto Watershed Nutrient TMDL monitoring in 2015 has been kept in a separate CEDEN-compatible database.

A CEDEN datamart output was recently provided by Mr. Peter Vitt of SAWPA. Amec FW will cross-check this output with data in its databases to ensure duplicate records are not submitted to CEDEN. Station names within the database will also be cross-checked and standardized with that in the datamart output to ensure consistency in naming convention. Once complete, historic data not already in CEDEN will be uploaded.

3.0 SCHEDULE OF WORK

Cyanobacteria Toxin Monitoring

Cyanotoxin sampling will match the schedule of the routine Nutrient TMDL sampling (Table 2). Lake Elsinore will be sampled 8 times annually (bi-monthly October to May, and monthly June to September). Canyon Lake will be sampled 6 times annually, on a bi-monthly frequency.

Table 2: Sampling Frequency

Water Body	Month Monitored											
	J	F	M	A	M	J	J	A	S	O	N	D
Lake Elsinore		•		•		•	•	•	•	•		•
Canyon Lake		•		•		•		•		•		•

CEDEN Formatting and Upload

Every effort will be made to complete the QA/QC process and upload data to CEDEN by May 3, 2017.

4.0 COST

Cyanobacteria Toxin Monitoring

Table 3 summarizes the 2017-18 FY annualized costs for the cyanotoxin monitoring outlined above. This is inclusive of shipping and laboratory coordination. While the Canyon Lake public health sampling is an optional task for each event, two samples per monitoring event are included here as a contingency. Cost of sampling, analysis, and reporting for the entire 2017-18 FY monitoring year is \$28,252.

Table 3: Cyanotoxin Annual Monitoring Costs July 2017 – June 2018

Task	Unit Price	# LE Samples per Event	# LE Events per Year	# CL Samples per Event	# CL Events per Year	Total Samples/ Events per Year	Total
Amec FW coordination & shipping ¹	--	--	--	--	--	8	\$2,500
Amec FW Reporting ²	--	--	--	--	--	8	\$10,000
University of California, Santa Cruz Lab ³	\$242	2	8	5	6	46	\$11,132
GreenWater Labs ⁴	\$385	--	--	2	6	12	\$4,620
						Grand Total	\$28,252

Notes:

LE = Lake Elsinore, CL = Canyon Lake

¹ To cover sample shipping and coordination.

² Summarize and report results.

³ Lab used for samples related to TMDL monitoring.

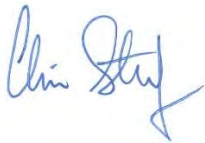
⁴ Lab used for samples related to optional public health monitoring.

CEDEN Formatting and Upload

The total requested funds to complete the formatting and upload of data to CEDEN is \$5,000.

If you have any questions, please contact us at your convenience. We look forward to continuing our work with the LESJWA on these important projects.

Sincerely,



Chris Stransky
Amec Foster Wheeler
Aquatic Sciences Group Manager/
Client Project Manager

LESJWA BOARD MEMORANDUM NO. 811

DATE: April 19, 2017
SUBJECT: Stormflow Runoff to Lake Elsinore and Canyon Lake Report
TO: LESJWA Board of Directors
FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors receive and file this status report on the impacts of the winter storms runoff to Lake Elsinore and Canyon Lake.

BACKGROUND

Kyle Gallup of the Riverside County Flood Control and Water Conservation District will provide a PowerPoint presentation and overview of the January 2017 storm runoff impacts to Lake Elsinore and Canyon Lake from the San Jacinto River Watershed. This presentation was shared with the Lake Elsinore and Canyon Lake TMDL Task Force on Feb. 16, 2017.

RESOURCES IMPACT

All staff administration time applied to the TMDL Task Force comes from the TMDL budget and is funded only by the TMDL Task Force parties.

MN:dm

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LESJWA BOARD MEMORANDUM NO. 812

DATE: April 19, 2017

SUBJECT: Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Agreement, Amendment No. 1

TO: LESJWA Board of Directors

FROM: Mark R. Norton, P.E., Authority Administrator

RECOMMENDATION

Staff recommends that the Board of Directors approve Amendment No. 1 to the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Agreement effectively extending the existing Task Force through June 2020, with the option for another two years thereafter.

BACKGROUND

In 2006, a multi-agency task force agreement was signed to form the Lake Elsinore and Canyon Lake TMDL Task Force. Since its formation, the Task Force has focused on the implementation tasks of the Nutrient TMDL for Canyon Lake and Lake Elsinore, and has served as an effective forum for the TMDL compliance for all parties named as responsible TMDL parties by the Santa Ana Regional Board. The Task Force has conducted necessary watershed and lake nutrient modeling, water quality monitoring of the watershed and lakes, analysis and evaluation to determine the nutrient contributions to the two lakes. Using the watershed model and dataset associated with these models, greater understanding of the necessary implementation actions to achieve the TMDL has been attained. Further work is underway to update the TMDL to reflect the changes in the watershed land use, improved runoff calculations and application of the best science available in modeling and analysis to achieve compliance at both lakes in a cost effective and efficient manner.

Among the parties to this Task Force Agreement is the Santa Ana Regional Water Quality Control Board in an advisory role capacity. In previous years, the Regional Board helped to fund some activities of the Task Force, as well as providing allowances to forego lake monitoring for two years to allow task force funding to be directed to lake improvements.

Another party to the Task Force Agreement is LESJWA in a non-funding role and as administrator for the task force. Overall, the Task Force in essence serves as a working group or committee by cooperative agreement, but is not separate governance from LESJWA. All required contracts, task orders, work orders and purchase agreements pass through LESJWA as the government overseeing the LE/CL TMDL Task Force.

The Amendment No. 1 amends the existing Task Force Agreement for a three year term extending into 2020 with the option to extend it two additional years to 2022. The Agreement continues allowance of in-kind credit as agreed upon by the Task Force. The agreement reflects the inclusion of all the same parties as the previous Task Force Agreement with the exception of the U.S. Forest Service, who has elected to discontinue its involvement. The Regional Board is working with the US Forest Service at a statewide level to ensure that the Forest Services is taking actions to comply with the TMDL.

As LESJWA is a non-funding party to the Agreement, staff recommends approval of this Amendment No. 1 to the existing Lake Elsinore and Canyon Lake Nutrient TMDL Task Force Agreement.

RESOURCES IMPACT

The TMDL Task Force Agreement includes preparation of the Task Force Budget for LESJWA's administrative services, nutrient offset determinations, and data management services. All staff contract administration time for this contract will be taken from the TMDL Budget and funded by the TMDL Stakeholders.

MN/dm

Attachments:

1. Amendment No. 1 to the Lake Elsinore/Canyon Lake TMDL Task Force Agreement

**AMENDMENT NO. 1
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE**

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and therefore is set to expire on the date of June 30, 2017, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A), **hereby agree to the following changes:**

- I. Extend the term of the Task Force Agreement to **June 30, 2020**, and
- II. Stipulate the option that the Agreement, while still in full force and effect, may be extended an additional two years, to **June 30, 2022**, by means of Administrative Action by the Task Force Administrator.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 1 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY _____
Authority Administrator Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below

***Note:** Each Agency to have a separate signature page, which may be customized to the Agency's particular signature block format*

(AGENCY NAME)

Approved:

By:_____

Title:_____

Date:_____