



310B

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

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 23, 2010

**SUBJECT:** Subsequent Research Implementation Agreement to Conduct a Regional Bioassessment Monitoring Program

**RECOMMENDED MOTION:**

1. Approve the agreement between the District, San Bernardino County Flood Control District, County of Orange, Los Angeles County Flood Control District, County of San Diego, Ventura County Watershed Protection District, City of Los Angeles, California Regional Water Quality Control Boards - Los Angeles, Santa Ana and San Diego Regions, and the Southern California Coastal Water Research Project (SCCWRP).
2. Authorize the Chairman to execute the Amendment on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions for a regional bioassessment project that develops a comprehensive program that will assess the health of ecosystems and aquatic life in Southern California watersheds. This effort builds upon existing monitoring programs of the governmental entities listed above to minimize financial and resource impacts to each agency; this agreement establishes SCCWRP as the lead agency to coordinate activities of the integrated program between all parties.

Continued on Page 2.

ABC:cw

*Steve Thomas*  
**FOR WARREN D. WILLIAMS**  
**General Manager-Chief Engineer**

<b>FINANCIAL DATA</b>	F.Y. 2009-2010 District Cost:	\$9,375.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Net District Cost:	\$37,500.00	For Fiscal Year:	10-11 to 13-14

<b>SOURCE OF FUNDS:</b>			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
25190	527240	43140 NPDES Contributions (Santa Ana Assessment)	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
25200	527240	43140 NPDES Contributions (Santa Margarita Assessment)		

**C.E.O. RECOMMENDATION:**

**APPROVE**  
BY: *Alex Gann*  
**Alex Gann**

**County Executive Office Signature**

Consent  Policy   
Consent  Policy

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

**11.1**

FISCAL PROCEDURES APPROVED  
 MAN M. CHANG, FINANCE DIRECTOR  
 3/23/10  
 DAVID H.K. HUFF  
 DATE 3/4/10  
 Departmental Concurrence

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

**SUBJECT:** Subsequent Research Implementation Agreement  
to Conduct a Regional Bioassessment Monitoring Program

**SUBMITTAL DATE:** March 23, 2010

**Page 2**

**BACKGROUND:** (continued)

Riverside County, the District and 15 Cities in western Riverside County are required to manage urban runoff from their storm drain systems to comply with stormwater permit conditions based on Basin Plan objectives. Participation in this Regional Bioassessment Monitoring Program is specifically stated in the provisions of the 2010 Santa Ana NPDES MS4 Permit.

**FINANCIAL:**

Multi-year agreement; FY 2009-2010 through 2013-2014. \$46,875 total District cost over five years; costs will be included in future budgets. FY 2009-2010 costs are included in the current year's budget.

The District contributes funds as a coalition partner with the Counties of Orange and San Bernardino, and other public agencies and private parties. Subsequent work plan implementation costs are identified and shared among the Counties and other contributing agencies and parties as set forth in the referenced Agreement. Funding for the District contribution will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana and Santa Margarita Benefit Assessment areas and budgeted in the next fiscal year.

ABC:cw



1 naming the counties, cities and flood control/watershed protection districts as co-  
2 permittees; and,

3 WHEREAS, certain MUNICIPAL PARTIES to this AGREEMENT are acting on behalf of the  
4 co-permittees with respect to their countywide NPDES stormwater permit pursuant to  
5 local agreements; and,

6 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES have  
7 requirements for extensive monitoring and encourage inter-jurisdictional cooperation  
8 in monitoring; and,

9 WHEREAS, the mission of the SCCWRP, a Joint Powers Authority, is to contribute  
10 to the scientific understanding of linkages among human activities, natural events and  
11 the health of the southern California coastal environment, and whose goal is to  
12 develop, participate in and coordinate programs to further this mission; and

13 WHEREAS, all of the PARTIES, through Agreement D06-049 dated June 4, 2008 have  
14 agreed to collaborate on a cooperative research/monitoring program to develop  
15 methodologies and assessment tools to more effectively understand urban stormwater and  
16 non-stormwater (anthropogenic) impacts to receiving waters and to conduct  
17 research/monitoring through Subsequent Research Implementation Agreements between  
18 interested PARTIES; and

19 WHEREAS, many of the scientific and technical tools for stormwater program  
20 implementation, assessment and monitoring remain not fully developed; and,

21 WHEREAS, a regional bioassessment monitoring program ("BIOASSESSMENT PROGRAM")  
22 has been developed to answer specific questions on the health of the ecosystem, the  
23 stressors to aquatic life, and whether conditions are getting better or worse; and

24 WHEREAS, the California Regional Water Quality Control Board, Los Angeles  
25 Region, the California Regional Water Quality Control Board, Santa Ana Region, the  
26 California Regional Water Quality Control Board, San Diego Region, intend to  
27 incorporate the BIOASSESSMENT PROGRAM in stormwater permits; and

28 WHEREAS, the MUNICIPAL PARTIES' participation in the BIOASSESSMENT PROGRAM is  
29 expected to be mandated by current or future stormwater permits; and

1 WHEREAS, the State of California Surface Water Ambient Monitoring Program will  
 2 integrate its bioassessment monitoring in southern California with the BIOASSESSMENT  
 3 PROGRAM including quality assurance, sampling and analysis, and information  
 4 management; and

5 WHEREAS, SCCWRP has agreed to manage the BIOASSESSMENT PROGRAM; and

6 WHEREAS, the MUNICIPAL PARTIES and SCCWRP have agreed to fund the \$375,000 cost  
 7 of the BIOASSESSMENT PROGRAM over a five year period according to the cost allocations  
 8 set forth in Exhibit B of this AGREEMENT, which is attached hereto and made a part  
 9 hereof, and subject to the availability of funds set forth in Section 10; and

10 NOW, THEREFORE, IT IS AGREED by and between the PARTIES hereto as follows:

11 Section 1. PURPOSE. This AGREEMENT is entered into as a Subsequent Research  
 12 Implementation Agreement, pursuant to Agreement D06-049, for the purpose of conducting  
 13 the BIOASSESSMENT PROGRAM.

14 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and  
 15 execution of this document by the last signatory to this AGREEMENT and shall continue  
 16 for a period of five (5) years from that date.

17 Section 3. BIOASSESSMENT PROGRAM. SCCWRP is designated as the Lead Agency for  
 18 conducting the BIOASSESSMENT PROGRAM. As Lead Agency, SCCWRP shall coordinate all  
 19 portions of the scope of work described in Exhibit A of this AGREEMENT, collect funds  
 20 from the MUNICIPAL PARTIES and the California Department of Transportation, provide  
 21 progress reports to the Steering Committee, established by Agreement D06-049, on the  
 22 work completed and the monies expended, and perform other administrative functions  
 23 necessary to ensure the update of the BIOASSESSMENT PROGRAM. Exhibit A is attached  
 24 hereto and made a part hereof.

25 Section 4. FUNDING. Exhibit B describes the cost share allocations for  
 26 the MUNICIPAL PARTIES, California Department of Transportation and SCCWRP for  
 conducting the BIOASSESSMENT PROGRAM. Exhibit B is attached hereto and made a part  
 hereof.

1 Section 5. PAYMENT. The MUNICIPAL PARTIES and the California Department of  
2 Transportation will each make the payment of their first year cost share allocation,  
3 identified in Exhibit B of this AGREEMENT, to SCCWRP within ninety (90) days of the  
4 approval date of this AGREEMENT and subsequent payments at one year intervals.

5 At the completion of the work described in Exhibit A of this AGREEMENT, SCCWRP  
6 shall provide a final written accounting of expenditures to each of the MUNICIPAL  
7 PARTIES and the California Department of Transportation for conducting the  
8 BIOASSESSMENT PROGRAM. If the expenditures are less than the cost share payments made  
9 by the MUNICIPAL PARTIES and the California Department of Transportation, SCCWRP shall  
10 reimburse to each PARTY its prorated share of the excess within forty-five (45) days  
11 of the final accounting.

12 Section 6. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually  
13 understood and agreed that, merely by virtue of entering into this AGREEMENT, the  
14 regulatory responsibilities and obligations of each PARTY are in no manner modified.  
15 Any such responsibilities and obligations remain the same, while this AGREEMENT is in  
16 force, as they were before this AGREEMENT was made.

17 Section 7. AMENDMENT. This AGREEMENT may be amended upon the written approval of  
18 all of the PARTIES. Any amendment to this AGREEMENT must be in writing and fully  
19 executed by all PARTIES to be effective.

20 Section 8. LIABILITY. It is mutually understood and agreed that, merely by  
21 virtue of entering into this AGREEMENT, each PARTY neither relinquishes liability for  
22 its own actions nor assumes liability for the actions of other PARTIES. It is the  
23 intent of the PARTIES that liability of each PARTY shall remain the same, while this  
24 AGREEMENT is in force, as it was before this AGREEMENT was made.

25 Section 9. TERMINATION. Any PARTY wishing to terminate its participation in this  
26 AGREEMENT shall provide ninety (90) days prior written notice to all the other PARTIES  
of its intent to withdraw. Such termination shall be effective ninety (90) days after  
the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION"). The

1 terminating PARTY shall continue to be responsible for its share of the financial  
 2 obligations incurred, as described in Exhibit B to this AGREEMENT, up to the EFFECTIVE  
 3 DATE OF TERMINATION. The remaining PARTIES may continue in the performance of the  
 4 terms and conditions of this AGREEMENT on the basis of a revised allocation of the  
 5 costs in Exhibit B pursuant to Section 7 of this agreement or may elect to terminate  
 6 the AGREEMENT.

7 Section 10. AVAILABILITY OF FUNDS. The obligation of each PARTY is subject to  
 8 the availability of funds appropriated for this purpose, and nothing herein shall be  
 9 construed as obligating the MUNICIPAL PARTIES to expend money in excess of  
 10 appropriations authorized by law.

11 Section 11. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this  
 12 AGREEMENT is intended or shall be construed to give any person, other than the PARTIES  
 13 hereto, and any permitted successors, any legal or equitable right, remedy or claim  
 14 under or in respect of this AGREEMENT or any provisions herein contained. This  
 15 AGREEMENT and any conditions and provisions hereof is intended to be and is for the  
 16 sole and exclusive benefit of the PARTIES hereto and the others mentioned above, and  
 17 for the benefit of no other person.

18 Section 12. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or  
 19 "days" herein shall mean calendar day or calendar days, respectively, unless otherwise  
 20 expressly provided.

21 Section 13. ATTORNEYS FEES. In any action or proceeding brought to enforce or  
 22 interpret any provision of this AGREEMENT, or where any provision hereof is validly  
 23 asserted as a defense, each PARTY shall bear its own attorneys' fees and costs.

24 Section 14. ENTIRE AGREEMENT. Except as stated in Agreement D06-049, this  
 25 AGREEMENT is intended by the PARTIES as a final expression of their agreement and is  
 26 intended to be a complete and exclusive statement of the agreement and understanding  
 of the PARTIES hereto in respect of the subject matter contained herein and supersedes

1 all prior agreements and understandings between the PARTIES with respect to such  
 2 matter. There are no restrictions, promises, warranties or undertakings, other than  
 3 those set forth or referred to herein.

4 Section 15. SEVERABILITY. If any part of this AGREEMENT is held, determined or  
 5 adjudicated to be illegal, void, or unenforceable by a court of competent  
 6 jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest  
 7 extent reasonably possible.

8 Section 16. SUCCESSORS AND ASSIGNS. The terms and provisions of this AGREEMENT  
 9 shall be binding upon and inure to the benefit of the PARTIES hereto and their  
 10 successors and assigns.

11 Section 17. NOTICES. All notices required or desired to be given under this  
 12 AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified  
 13 mail, return receipt requested or (c) sent by telefacsimile communication followed by  
 14 a mailed copy, to the addresses specified below, provided each PARTY may change the  
 15 address for notices by giving the other PARTIES at least ten (10) days written notice  
 16 of the new address. Notices shall be deemed received when actually received in the  
 17 office of the addressee or when delivery is refused, as shown on the receipt of the  
 18 U.S. Postal service, or other person making the delivery, except that notices sent by  
 19 telefacsimile communication shall be deemed received on the first business day  
 20 following delivery.

21 Director, OC Public Works  
 County of Orange  
 22 P.O. Box 4048  
 Santa Ana, CA 92702-4048

General Manager-Chief Engineer  
 Riverside County FC&WCD  
 1995 Market St.  
 Riverside, CA 92501

23 Director of Public Works  
 County of Los Angeles  
 24 900 S. Fremont Ave.  
 Alhambra, CA 91803

Asst. Director of Public Works  
 County of San Diego  
 9325 Hazard Way  
 San Diego, CA 92123

25 Director  
 26 Ventura County W.P. District  
 800 S. Victoria  
 Ventura, CA 93009

Flood Control Engineer  
 County of San Bernardino FCD  
 825 E. 3<sup>rd</sup> Street  
 San Bernardino, CA 92415-0835



1 President, Board of Public  
2 Works  
3 200 North Spring St, Suite 361  
Los Angeles, CA 90012.

Executive Officer  
San Diego RWQCB  
9174 Sky Park Court, Ste 100  
San Diego, CA 92123

4 Executive Officer  
5 Los Angeles RWQCB  
320 W. 4<sup>th</sup> St., Suite 200  
6 Los Angeles, CA 90013

Executive Director  
SCCWRP  
3535 Harbor Blvd  
Costa Mesa, CA 92626

7 Executive Officer  
8 Santa Ana RWQCB  
3737 Main St., Suite 500  
9 Riverside, CA 92501

10 Section 18. OWNERSHIP OF DOCUMENTS. Upon completion of each written task  
11 deliverable described in Exhibit A of this AGREEMENT , SCCWRP shall provide each of  
12 the PARTIES with a copy of the work product. The PARTIES, individually or jointly,  
13 shall not be limited in any way in their use of all data in the work product,  
14 including but not limited to reports, files, plans, drawings, specifications,  
15 proposals, sketches, diagrams and calculations, provided that any such use not within  
the purposes of this AGREEMENT shall be at the sole risk of the PARTY making that use.

16 Section 19. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in  
17 counterpart and the signed counterparts shall constitute a single instrument.

18 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the  
19 dates opposite their respective signatures:  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

COUNTY OF ORANGE

A political subdivision of the State of California

Date: \_\_\_\_\_

By \_\_\_\_\_  
Director, OC Public Works

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
A body corporate and politic of the State of  
California

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chief Engineer

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board of Supervisors of  
County of Los Angeles, California

APPROVED AS TO FORM:  
ROBERT E. KALUNIAN  
Acting County Counsel

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

COUNTY OF SAN DIEGO  
A political subdivision of the State of  
California

Date: \_\_\_\_\_

By \_\_\_\_\_  
Director, Purchasing and Contracting

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

VENTURA COUNTY WATERSHED PROTECTION DISTRICT  
A body corporate and politic

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair of the Board of Supervisors of the  
Ventura County Watershed Protection District

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Clerk of the Board of Supervisors of  
Ventura County, California and ex-officio  
Clerk of the Board of the Ventura County  
Watershed Protection District

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT  
A body corporate and politic

RECOMMENDED FOR APPROVAL:

*Steve Thomas*

*FOR* WARREN D. WILLIAMS  
General Manager-Chief Engineer

APPROVED AS TO FORM:

Pamela Walls  
County Counsel

By *David H.K. Huff*  
DAVID H.K. Huff  
Deputy County Counsel

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT  
A body corporate and politic

By \_\_\_\_\_  
Marion Ashley, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

P8/

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
A body corporate and politic

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PAUL BIANE,  
Chairman, Board of Supervisors  
Acting as the Governing Body of the District

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

DENA SMITH  
Clerk of the Board of Supervisors of the County  
of San Bernardino

By: \_\_\_\_\_  
Deputy

APPROVED AS TO LEGAL FORM  
RONALD D. REITZ  
County Counsel

By: \_\_\_\_\_  
CHRISTOPHER MARSHALL  
Deputy County Counsel

Date: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

CITY OF LOS ANGELES

Date: \_\_\_\_\_

By \_\_\_\_\_  
Cynthia Ruiz, President, Board of Public Works

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
ROCKARD J. DELGADILLO, CITY ATTORNEY

By \_\_\_\_\_  
Keith Pritsker, Deputy City Attorney

Date: \_\_\_\_\_



1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION  
2

3 Date: \_\_\_\_\_  
4

By: \_\_\_\_\_  
Executive Officer

5 APPROVED AS TO FORM:  
6

7 \_\_\_\_\_  
8 Attorney for the Regional Water Quality  
Control Board, Los Angeles Region  
9

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION  
2

3 Date: \_\_\_\_\_  
4

By: \_\_\_\_\_

Executive Officer

5 APPROVED AS TO FORM:  
6

7 \_\_\_\_\_  
8 Attorney for the Regional Water Quality  
Control Board, Santa Ana Region  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Regional Water Quality  
Control Board, San Diego Region

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

1 SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

2

3 Date: \_\_\_\_\_

By: \_\_\_\_\_

STEPHEN B. WEISBERG  
Executive Director

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

H:\Agreements\D08-026 - SMC Bioassessment Program Agreement Final 10-26-09.doc

## **EXHIBIT A**

### **Scope of Work**

### **Regional Bioassessment Monitoring Program**

#### **INTRODUCTION**

Assessment of receiving waters is an important component of all stormwater monitoring programs. Receiving water assessments allow stormwater agencies to determine the status of their natural resources including potential impacts induced by discharges of urban runoff. State regulatory agencies also value receiving water monitoring for assessing beneficial use conditions. Regulatory agencies need these data for determining compliance with discharge regulations (NPDES), reports to Congress (305b), and listing impaired waterbodies (303d). Both the regulated and regulatory communities rely on measures that include water quality, toxicity, and/or biological communities.

The southern California Stormwater Monitoring Coalition (SMC) produced a guidance document in 2004 describing a model monitoring program. The SMC described an ideal program consisting of compliance monitoring, special studies, and regional monitoring. The regional monitoring component was a particularly important element that did not currently exist. The BIOASSESSMENT PROGRAM will create a number of valuable products to both regulated and regulatory stormwater managers. These advantages include the ability to place local site specific data in context with the range of natural variability found in the region, comparison to other runoff discharges, comparison to nonrunoff discharges, creation of new assessment tools only capable through a large scale monitoring design, amongst others. The guidance provided in the model monitoring program was for the SMC member agencies to collaboratively create and implement regional monitoring, in order to save resources rather than creating these products individually.

The State Water Resources Control Board (SWRCB) has supported the Surface Water Ambient Monitoring Program (SWAMP). This program was subjected to critical external review that determined it lacked sufficient interaction with other monitoring agencies, stormwater NPDES agencies in particular, that have similar goals. As a result, SWAMP joined the SMC to begin the process of developing the BIOASSESSMENT PROGRAM.

The SMC and SWAMP created a technical Bioassessment Working Group to define a written Workplan. This Group has identified three basic regional monitoring questions:

- What is the ecosystem health of watersheds in the Southern California Bio Region?
- What are the major stressors to aquatic life?
- Are conditions in locations of special interest getting better or worse?

In order to answer these questions, the Bioassessment Working Group has defined all of the spatial and temporal sampling design requirements, listed necessary indicators, addressed quality assurance and information management concerns, and identified data products for the BIOASSESSMENT PROGRAM.

The regional design developed by the Bioassessment Working Group has two basic working assumptions:

- 1) The regional design should integrate the monitoring needs of both the NPDES permittees and SWAMP; and
- 2) Monitoring should be done collaboratively so that no single party shoulders the burden of the entire sampling and analysis program.

Each party does a small amount and the data are compiled into a larger whole keeping the amount of new resources minimal. Inefficiencies in existing monitoring programs will be exchanged for the necessary regional monitoring needs. This model has already been used successfully in the Southern California Bight Regional Marine Monitoring Program coordinated by the Southern California Coastal Water Research Project (SCCWRP).

Although the resource exchange will fund sampling and analysis, a single Lead Agency is needed to coordinate the integrated program since multiple parties will be involved. Without leadership, no single agency will bear responsibility for achieving milestones and the collaborative program will not fledge.

## **GENERAL APPROACH**

This project focuses on the coordination role of the Lead Agency. The Lead Agency shall be responsible for:

- 1) Assigning sampling sites;
- 2) Conducting presurvey quality assurance checks;
- 3) Compiling data from analyzed samples; and
- 4) Conducting data analysis and producing a draft and final report of watershed and regional conditions.

### **Assigning sample sites**

The BIOASSESSMENT PROGRAM will consist of number of probabilistic (i.e. randomly selected) additional sites to sample each year. The Lead Agency shall be responsible for assigning these sites to individual agencies including latitude/longitude, altitude, watershed, and reach segment. A predetermined number of secondary sites shall be provided in case primary sites are unsampleable due to flow, access, safety, or other reason. A Field Manual will be compiled to ensure consistency and comparability is assured by each party.

### **Conducting Presurvey Quality Assurance Checks**

The Lead Agency shall be responsible for conducting presurvey quality assurance checks. These presurvey quality assurance checks shall include, at a minimum:

- 1) Field audits and/or training;
- 2) Laboratory audits and/or checks; and
- 3) Participation in the SMC chemical and biological laboratory intercalibrations, as necessary.

The field and laboratory checks shall be consistent with existing protocols developed by the SMC in coordination with SWAMP.

**Data Compilation**

The Lead Agency shall be responsible for information management (IM). IM shall include data from field activities, laboratory analysis, and quality assurance evaluations. Data shall be submitted online to the Lead Agency through the SMC’s standardized data transfer formats. All data shall be checked for quality assurance including errors in data entry or formatting. The Lead Agency shall append all QA’d data to create the regionwide database. All sample data shall be georeferenced for GIS analysis, if necessary. All data shall be made publicly available.

**Draft and Final Report**

The Lead Agency shall use the data collected and compiled in Task 3 for analyzing and creating an annual report of watershed condition. The report shall answer all three of the management questions identified above. The draft report shall be reviewed by the Bioassessment Working Group and SMC Member Agencies participating in the program. The Final Report shall be approved by the SMC Steering Committee

**PRODUCTS AND SCHEDULE**

This study will produce four products. The first product will be maps and tables of sample sites. These will be distributed annually, not less than 6 months prior to sampling. The second product will be post-season sampling success reports documenting sampling activities for the year. The third product will be the database with all of the regional watershed monitoring data, including metadata. The fourth product will be the draft and final reports of watershed condition.

This will be a five-year study; data will be compiled every year, but it is designed to provide a final assessment after five years of cumulative data collection. The table outlines the task schedule.

Proposed timeline for project phases.

Phase	Months from Project Initiation									
	6	12	18	24	36	48	54	60	66	
Sample assignment	■		■		■		■			
Presurvey Quality Assurance Checks	■									
Data compilation		■		■	■	■		■	■	
Draft and Final Report			■				■	■	■	■



## EXHIBIT B

This will be a five year study costing a total of \$375,000 for Lead Agency services. Sampling and analysis will be paid for through the Parties existing monitoring programs. The tables provide estimated costs by task and estimated proposed cost shares for participating agencies. This estimate assumes an equal share can be paid each year.

### Cost for project phases

Task	Total
Sample assignment	\$60,000
Presurvey Quality Assurance Checks	\$75,000
Data compilation	\$160,000
Draft and Final Report	\$80,000
<b>Total</b>	<b>\$375,000</b>

### Cost share among participating organizations

Phase	Cost per Agency					Total per Agency
	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	
County of Orange	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
Los Angeles FCD	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
County of San Diego	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
Riverside County FCD	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
San Bernardino FCD	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
Ventura County WPD	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
City of Los Angeles*	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875
SCCWRP	\$9,375	\$9,375	\$9,375	\$9,375	\$9,375	\$46,875

\*City of Los Angeles may provide payment through in kind provision of services to Lead Agency