

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

812B



FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 1/12/15
 FISCAL PROCEDURES APPROVED
 JEANINE J. REY, FINANCE DIRECTOR
 BY: [Signature] 1/14/15
 JEANINE J. REY

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
January 27, 2015

SUBJECT: Approval of Cooperative Agreement for Participation in the Southern California Stormwater Monitoring Coalition, 4.6 years, [\$423,659 total]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement between the District, the County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the San Bernardino County Flood Control District, the City of Long Beach, the City of Los Angeles, the City of San Diego, the Regional Water Quality Control Boards – Los Angeles, Santa Ana and San Diego Regions, the State Water Resources Control Board, the California Department of Transportation, and the Southern California Coastal Water Research Project (SCCWRP); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary
See Page 2

AMR:bad
P8/167176

[Signature]

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 23,659	\$ 100,000	\$ 423,659	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 23,659	\$ 100,000	\$ 423,659	\$ N/A	

SOURCE OF FUNDS: See Page 2

Budget Adjustment: No
For Fiscal Year: 14/15 – 18/19

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 11.1 of 07/17/07; 11.1 of 04/06/10

District: All

Agenda Number:

11-2

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

**FORM 11: Approval of Cooperative Agreement for Participation in the Southern California Stormwater
Monitoring Coalition, 4.6 years, [\$423,659 total]; District Funds 100%**

DATE: January 27, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

On July 17, 2007 (Agenda Item No. 11.1) and April 6, 2010 (Agenda Item No. 11.1), the Board of Supervisors approved prior cooperative agreements with the Stormwater Monitoring Coalition (SMC) parties to develop scientific and technical tools for stormwater program implementation, assessment, and monitoring not fully developed or requiring updating to facilitate effective stormwater management and/or regulation.

The Agreement sets forth the terms and conditions by which the District and the other SMC parties will continue to work collaboratively on the implementation of the Stormwater Research Needs Program. Based on the collaboration of the SMC parties, a stormwater research agenda will be established and specific studies will be undertaken. The goal is to identify specific actions or recommendations that will benefit the stormwater community within Riverside County, the District and the 15 Cities in Western Riverside County.

The District is not obligated to make any financial contributions to the SMC in any subsequent fiscal years. The District may choose to fund special studies and/or programs that may be necessary to comply with National Pollutant Discharge Elimination System (NPDES) requirements. Any future District contributions will be limited to a not-to-exceed amount of \$100,000 per fiscal year.

Impact on Residents and Businesses

This Agreement allows Southern California's municipal stormwater programs to manage urban runoff from their storm drain systems in a more cost effective manner. Costs incurred under this Agreement will be funded by i) the existing Benefit Assessments for the Santa Ana and Santa Margarita watersheds, as appropriate and ii) contributions from the other SMC funding parties, as appropriate. Execution of the Agreement imposes no additional impacts to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

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. Sufficient funding is available in the District's budget for Fiscal Year 2014-2015 and will be included in the District's recommended budget(s) for Fiscal Years 2015-2016 through 2018-2019, as appropriate and necessary.

SOURCE OF FUNDS

25190 947560 527240 NPDES Santa Ana Assessment
25200 947580 527240 NPDES Santa Margarita Assessment

AMR: bad
P8/167176

COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER
MONITORING COALITION

THIS AGREEMENT, for purposes of identification numbered D13-014, is made and entered into this __ day of _____, 2015, by and between the County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach, the City of Los Angeles, the City of San Diego, the Regional Water Quality Control Board - Los Angeles Region (Los Angeles Regional Board), the Regional Water Quality Control Board - Santa Ana Region (Santa Ana Regional Board), the Regional Water Quality Control Board - San Diego Region (San Diego Regional Board), the State Water Resources Control Board (State Water Board), the California Department of Transportation (CALTRANS), and the Southern California Coastal Water Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY". The County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach, the City of Los Angeles, and the City of San Diego are sometimes jointly referred to as "MUNICIPAL PARTIES". These MUNICIPAL PARTIES with CALTRANS are sometimes referred to as "FUNDING PARTIES" and individually referred to as "FUNDING PARTY". The Los Angeles Regional Board, the Santa Ana Regional Board, and the San Diego Regional Boards are sometimes jointly referred to as "REGIONAL BOARDS."

WITNESSETH

WHEREAS, Section 402(p) of the Clean Water Act (33 U.S.C. 1342(p)) contains provisions for municipal and industrial stormwater discharge permits; and,

WHEREAS, these provisions require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES)

1 permit under authority granted by the United States Environmental Protection Agency to
2 allow the lawful discharge of stormwater into waters of the United States; and,

3 WHEREAS, in southern California, NPDES stormwater permits have been issued by
4 the REGIONAL BOARDS in the respective counties of Los Angeles, Orange, Riverside, San
5 Bernardino, San Diego and Ventura naming the counties, cities and flood
6 control/watershed protection districts as co-permittees; and,

7 WHEREAS, certain counties or districts that are PARTIES to this AGREEMENT are
8 acting on behalf of the co-permittees with respect to their countywide NPDES
9 stormwater permit pursuant to local agreements; and,

10 WHEREAS, the City of Long Beach has received an individual NPDES stormwater
11 permit from the Los Angeles Regional Board; and

12 WHEREAS, CALTRANS has received a statewide NPDES stormwater permit from the
13 State Water Board; and,

14 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES and
15 CALTRANS have requirements for extensive monitoring and encourage inter-jurisdictional
16 cooperation in monitoring; and,

17 WHEREAS, the State Water Board has established a Surface Water Ambient
18 Monitoring Program to integrate existing water quality monitoring activities of the
19 State Water Board and the REGIONAL BOARDS, and to coordinate with other monitoring
20 programs; and,

21 WHEREAS, the mission of SCCWRP, a Joint Powers Authority established in 1969, is
22 to contribute to the scientific understanding of linkages among human activities,
23 natural events and the health of the southern California coastal environment, and
24 whose goal is to develop, participate in and coordinate programs to further this
25 mission; and,

26 WHEREAS, the County of Orange, Los Angeles County Flood Control District, the
County of San Diego, the Ventura County Watershed Protection District, the Riverside
County Flood Control and Water Conservation District, the San Bernardino County Flood
Control District, the City of Long Beach, the REGIONAL BOARDS, and SCCWRP through
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1 Agreement D99-072 identified and prioritized the research needs to begin to develop
2 the methodologies and assessment tools to understand more effectively the urban
3 stormwater and non-stormwater (anthropogenic) impacts on receiving waters and
4 undertook some initial collaborative projects; and,

5 WHEREAS, Agreement D99-072 had a term of 5 years and expired on February 8,
6 2006; and,

7 WHEREAS, the parties to Agreement D99-072, as well as the City of Los Angeles,
8 the State Water Board, and CALTRANS, subsequently approved Agreement D06-049 to
9 continue the work started under Agreement D99-072 for an additional five year period
10 through June 4, 2013; and,

11 WHEREAS, many of the scientific and technical tools for stormwater program
12 implementation, assessment and monitoring are still not fully developed and the
13 collaborative experience of participation in the Southern California Stormwater
14 Monitoring Coalition ("SMC") has proven beneficial in acquiring knowledge about urban
15 stormwater and non-stormwater (anthropogenic) impacts on receiving waters; and,

16 WHEREAS, the PARTIES desire to continue the work of the SMC for future years and
17 to streamline the approval of collaborative projects through annual operating budgets
18 reflecting the specific projects each PARTY seeks to fund; and,

19 WHEREAS, the PARTIES agree that some monies currently directed to NPDES
20 compliance monitoring by the MUNICIPAL PERMITTEES and CALTRANS may be appropriately
21 directed to cooperative efforts to develop these needed scientific and technical tools
22 for stormwater program implementation, assessment and monitoring.

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

24 Section 1. PURPOSE. This AGREEMENT is entered into for the purpose of
25 continuing the implementation of the cooperative Stormwater Research Needs Program
26 ("PROGRAM") in southern California that was developed under Agreement D99-072 and
updated under Agreement D06-049. The key focus of the PROGRAM is to develop scientific
and technical tools for stormwater program implementation, assessment, and monitoring

1 that are currently not fully developed or require updating and, as a result, impede
2 effective stormwater management.

3 Section 2. TERM. The term of this AGREEMENT shall commence January 31, 2015
4 or the date this Agreement is fully executed, whichever is later, and shall continue
5 until June 30, 2019.

6 Section 3. STORMWATER MONITORING COALITION. The Program shall be overseen by the
7 SMC Steering Committee. Each PARTY shall appoint a member and an alternate, who will
8 act for the member in their absence, to the SMC Steering Committee. Each year, the
9 members of the SMC Steering Committee shall, by majority vote, elect a chair from
10 amongst its membership to serve a one-year term. The SMC Steering Committee shall meet
11 from time to time upon the request of the chair, but at least every six months. The
12 SMC Steering Committee shall be responsible for the preparation and oversight of an
13 annual operating budget ("BUDGET") and separate research implementation agreements
14 ("RESEARCH IMPLEMENTATION AGREEMENTS"), as necessary, to fund stormwater program
15 implementation, assessment and monitoring studies that exceed the maximum BUDGET, as
16 described below in Section 4.f. Water quality data from research studies will be made
17 available to the PARTIES in California Environmental Data Exchange Network compatible
18 format. The SMC Steering Committee shall prepare an annual report for the PARTIES by
19 October 1 of each year, describing the progress made in the prior year ending June 30.

20 Section 4. PROGRAM BUDGET AND COSTS.

- 21 a. Before December 15 of each year, the SMC Steering Committee shall develop and
22 provide to the FUNDING PARTIES a BUDGET and work plan ("WORK PLAN") for the
23 following fiscal year that starts the following July 1. The BUDGET and WORK
24 PLAN shall contain an estimate of all planned expenditures, an estimate of the
25 payment required from each FUNDING PARTY for the following fiscal year based on
26 the specific projects each FUNDING PARTY seeks to fund, and a description of the
planned work and designated lead PARTY for each project. FUNDING PARTIES are not
required to fund any project they choose not to participate in.

- b. The BUDGET and WORK PLAN for the first fiscal year through June 30, 2015 are included as Exhibit A to this AGREEMENT, attached hereto and made a part hereof.
- c. The funding shares for projects identified in the BUDGET and WORK PLAN shall be equal for each FUNDING PARTY who chooses to participate, except for the City of Long Beach, which shall pay a half funding share for each project.
- d. The maximum BUDGET shall be three hundred thousand dollars (\$300,000) for each fiscal year for the FUNDING PARTIES collectively and one hundred thousand dollars (\$100,000) per fiscal year individually for each FUNDING PARTY.
- e. The FUNDING PARTIES included in the BUDGET and WORKPLAN shall be permitted to review and approve the BUDGET for the forthcoming year. Written approval of the annual BUDGET and WORKPLAN shall be affirmative written responses provided by at least seven of the nine FUNDING PARTIES (or at least seventy-five percent of FUNDING PARTIES if fewer than nine FUNDING PARTIES participate).
- f. Research studies that cannot be accommodated under the current BUDGET of that fiscal year shall be accomplished through RESEARCH IMPLEMENTATION AGREEMENTS, which shall be prepared by the SMC Steering Committee. These RESEARCH IMPLEMENTATION AGREEMENTS shall designate a lead PARTY or other agency to manage the research study and shall identify funding sources sufficient to complete the research study. The PARTIES to this AGREEMENT, as well as other entities not signatory to this AGREEMENT, may, by written agreement, become parties to these RESEARCH IMPLEMENTATION AGREEMENTS. Parties to these RESEARCH IMPLEMENTATION AGREEMENTS may provide funding or other in-kind resources. Each of these RESEARCH IMPLEMENTATION AGREEMENTS will be submitted for approval to the appropriate governing board and/or official with authority to enter into contracts and are not binding on the parties to that agreement until so approved.

1 Section 5. INVOICES AND FISCAL MANAGEMENT. SCCWRP shall serve as budget manager
2 ("BUDGET MANAGER") for the SMC. The BUDGET MANAGER shall invoice each FUNDING PARTY
3 for its share of the approved BUDGET, as shown on Exhibit A, within 30 days of the
4 initial approval of this AGREEMENT. For subsequent fiscal years, the BUDGET MANAGER
5 shall invoice each FUNDING PARTY for its share of the approved BUDGET at the beginning
6 (July 1st) of each fiscal year. Each FUNDING PARTY shall pay its share of the BUDGET
7 within 45 days of the date of the invoice. Each FUNDING PARTY invoice shall be based
8 on its share of the approved BUDGET, reduced for any surplus identified in the prior
9 fiscal year end accounting and any interest earned. Interest will not be paid but will
10 be credited against the FUNDING PARTY'S share of the approved BUDGET.

11 The BUDGET MANAGER shall notify each FUNDING PARTY if it appears that costs may
12 exceed the total BUDGET, or project costs identified in the BUDGET, approved by the
13 FUNDING PARTIES in any fiscal year. The BUDGET MANAGER shall prepare a fiscal year end
14 accounting within 60 days of the end of the fiscal year. If the fiscal year end
15 accounting results in costs (net of interest earnings) exceeding the sum of deposits,
16 and the BUDGET MANAGER has notified and obtained approval from the FUNDING PARTIES in
17 the form of a revised approved BUDGET, the BUDGET MANAGER shall invoice each FUNDING
18 PARTY for its prorated share of the excess cost up to the amount of the revised
19 approved BUDGET. Each FUNDING PARTY shall pay the invoice within 45 calendar days of
20 the date of the invoice. If a revised BUDGET is not approved, the BUDGET MANAGER shall
21 provide recommendations for review and approval of the FUNDING PARTIES, including
22 steps from modification to termination of research studies, to assure that costs do
23 not exceed the total BUDGET while preserving completed research to the maximum extent.

24 The BUDGET MANAGER shall issue and manage contracts for the SMC consistent with
25 its established policies and procedures, which shall be provided to PARTIES upon
26 request. The PARTIES shall be notified of the intent to issue contracts to perform the
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1 WORK PLAN, shall be permitted to participate in the preparation and review of the
2 scope of work for such contracts, and to serve on the committee evaluating consultant
3 qualifications / proposals.

4 The BUDGET MANAGER shall be entitled to charge administrative costs, not to
5 exceed 5 percent of the annual BUDGET, for the services provided.

6 Upon termination of this AGREEMENT, a final accounting shall be performed by the
7 BUDGET MANAGER. If costs (net of interest earnings) exceed the sum of the deposits and
8 the BUDGET MANAGER has notified and obtained approval from the FUNDING PARTIES in the
9 form of a revised approved BUDGET, the BUDGET MANAGER shall invoice each FUNDING PARTY
10 for its prorated share of the excess. Each FUNDING PARTY shall pay the invoice within
11 45 days of the date of the invoice. If the sum of the deposits exceeds the costs, the
12 BUDGET MANAGER shall reimburse to each PARTY its prorated share of the excess, within
13 45 days of the final accounting. Interest earnings will be used to offset the FUNDING
14 PARTIES' share of program costs and will not be refunded to the FUNDING PARTIES except
15 upon final termination of the AGREEMENT.

16 Section 6. GRANTS. All PARTIES, excepting the State Water Board and the REGIONAL
17 BOARDS, shall use their best efforts to obtain grants to provide funding for the
18 BUDGET and RESEARCH IMPLEMENTATION AGREEMENTS.

19 Section 7. ADDITIONAL PARTIES. It is recognized that there may be other parties
20 who wish to participate in and provide funding for the PROGRAM. Nothing in this
21 AGREEMENT is intended to preclude additional participants being added by an amendment
22 to this AGREEMENT pursuant to Section 9.

23 Section 8. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually
24 understood and agreed that, merely by entering into this AGREEMENT, the regulatory
25 responsibilities and obligations of each PARTY are in no manner modified. Any such

1 responsibilities and obligations remain the same, while this AGREEMENT is in force, as
2 they were before this AGREEMENT was made.

3 Section 9. AMENDMENT. This AGREEMENT may be amended upon the written approval of
4 all of the PARTIES.

5 Section 10. LIABILITY. It is mutually understood and agreed that, merely by
6 virtue of entering into this AGREEMENT, each PARTY neither relinquishes liability for
7 its own action nor assumes liability for the actions of other PARTIES. It is the
8 intent of the PARTIES that liability of each PARTY shall remain the same, while this
9 AGREEMENT is in force, as it was before this AGREEMENT was made. Liability provisions
10 in RESEARCH IMPLEMENTATION AGREEMENTS shall be addressed separately in each such
11 agreement.

12 Section 11. TERMINATION. Any PARTY wishing to terminate its participation in
13 this AGREEMENT shall provide ninety (90) days written notice to all the other PARTIES
14 of its intent to withdraw. Such termination shall be effective ninety (90) days after
15 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION").
16 The remaining PARTIES may continue in the performance of the terms and conditions of
17 this AGREEMENT or may elect to terminate this AGREEMENT. Termination does not release
18 the withdrawing party from commitments of resources to projects made prior to the
19 notice of termination.

20 Section 12. AVAILABILITY OF FUNDS. The obligation of each FUNDING PARTY is
21 subject to the availability of funds appropriated for this purpose, and nothing herein
22 shall be construed as obligating the FUNDING PARTIES to expend money in excess of
23 appropriations authorized by law. All obligations of CALTRANS under the terms of this
24 Agreement are subject to the appropriation of resources by the Legislature, State
25 Budget Act authority, and the allocation of funds by the California Transportation
26 Commission.

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

8 Section 14. ACKNOWLEDGEMENT BY SIGNATORIES. Each of the PARTIES (and all
9 subsequent parties to this AGREEMENT) hereby acknowledge that the State Water Board
10 and the REGIONAL BOARDS serve in regulatory capacities over many of the PARTIES and
11 subsequent parties to this Agreement, including (without limitation) as the permitting
12 authorities for NPDES stormwater permits. Nothing in this Agreement is intended to
13 alter the nature or scope of those regulatory relationships in any manner whatsoever.

14 Section 15. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or
15 "days" herein shall mean calendar day or calendar days, respectively, unless otherwise
16 expressly provided.

17 Section 16. SEVERABILITY. If any part of this AGREEMENT is held, determined or
18 adjudicated to be illegal, void, or unenforceable by a court of competent
19 jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest
20 extent reasonably possible.

21 Section 17. DISPUTE RESOLUTION. The PARTIES desire to resolve as quickly and as
22 amicably as possible any disputes as to the meaning of any portion of this AGREEMENT,
23 the validity of any determination or calculation, or the rights or obligations of the
24 PARTIES pursuant hereto. Therefore, prior to initiation by a PARTY of any litigation
25 or other proceeding in connection with this AGREEMENT, the PARTIES shall meet and make
26 good-faith efforts to resolve any such disputes on an informal basis. The PARTY that
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1 first raises a claim against other PARTIES in connection with a dispute shall be
2 responsible for providing written notice to such other PARTIES and thereby initiating
3 the informal dispute resolution efforts. Such informal efforts may include mediation
4 of the dispute if agreed to by the PARTIES involved in the dispute. Not sooner than
5 thirty (30) days after diligent efforts to resolve a dispute have been initiated, if
6 the PARTIES have been unable to resolve the dispute on such informal basis, any PARTY
7 involved in the dispute may, in its discretion and after providing written notice to
8 the other PARTIES that the informal dispute-resolution efforts are being terminated,
9 proceed to take any and all such action to enforce or protect its rights as permitted
10 by law and/or this AGREEMENT. If a PARTY initiates informal dispute resolution with
11 respect to a dispute, any statutory limitation for filing of a court action or
12 commencement of any other proceeding shall be tolled for a period of days equal to the
13 number of days that elapsed between delivery of the notice initiating informal dispute
14 resolution and the notice terminating informal dispute-resolution.

15 Section 18. SUCCESSORS AND ASSIGNS. The terms and provisions of this AGREEMENT
16 shall be binding upon and inure to the benefit of the PARTIES hereto and their
17 successors and assigns.

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

1 telefacsimile communication shall be deemed received on the first business day
 2 following delivery.

3 Director, OC Public Works County of Orange P.O. Box 4048 Santa Ana, CA 92702-4048	Commissioner, Board of Public Works 200 North Spring St, Suite 361 Los Angeles, CA 90012
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5 Chief Engineer Los Angeles County Flood Control District Watershed Management Division 900 S. Fremont Ave. Alhambra, CA 91803	Executive Officer Los Angeles RWQCB 320 W. 4 th St., Suite 200 Los Angeles, CA 90013 Fax: (213) 576-6640
--	---

8 Director Ventura County W.P. District 800 S. Victoria Ventura, CA 93009-1610	Executive Officer Santa Ana RWQCB 3737 Main St., Suite 500 Riverside, CA 92501 Fax: (951) 781-6288
---	--

11 General Manager-Chief Engineer Riverside County FC&WCD 1995 Market St. Riverside, CA 92501	Executive Officer San Diego RWQCB 2375 Northside Drive, Suite 100 San Diego, CA 92108 Fax: (619) 516-1994
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13 Flood Control Engineer County of San Bernardino FCD 825 E. 3 rd Street San Bernardino, CA 92415-0835	Chief Environmental Engineer CALTRANS MS-27 P.O. Box 942874 Sacramento, CA 94274-0001
---	--

15 Asst. Director of Public Works County of San Diego 5510 Overland Ave., Suite 410 San Diego, CA 92123	Executive Director State Water Resources Control Board P.O. Box 100 Sacramento, CA 95812-0100
--	---

17 Director of Public Works City Hall, 9th Floor 333 West Ocean Boulevard Long Beach CA 90802	Executive Director SCCWRP 3535 Harbor Blvd. Costa Mesa, CA 92626
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20 Director, Transportation & Storm Water Department City of San Diego 9370 Chesapeake Dr., Suite 100 San Diego, CA 92123	Executive Director SCCWRP 3535 Harbor Blvd. Costa Mesa, CA 92626
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22 Section 20. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in
 23 counterpart and the signed counterparts shall constitute a single instrument.

24 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates
 25 opposite their respective signatures:

1 COUNTY OF ORANGE

2 A political subdivision of the State of
3 California

4
5 Date: _____ By _____
6 Chair of the Board of Supervisors

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8 Date: _____ By _____
9 Susan Novak
10 Clerk of the Board of Supervisors of
11 Orange County, California

12 APPROVED AS TO FORM
13 COUNTY COUNSEL

14
15 By _____
16 Deputy

17 Date: _____

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

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Date: _____

By _____
GAIL FARBER, Chief Engineer

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
Deputy

Date: _____

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

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Date: _____

By _____
Chairman of the Board of Supervisors

ATTEST:

Date: _____

By _____

Clerk of the Board of Supervisors of
San Diego County, California

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy

Date: _____

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VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic

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: _____

RIVERSIDE COUNTY FLOOD CONTROL AND
AND WATER CONSERVATION DISTRICT

RECOMMENDED FOR APPROVAL:


By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:
KEICIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Date _____

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

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Date: _____

By: _____
JANICE RUTHERFORD,
Chair, 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:

Laura Welch
Clerk of the Board of Supervisors of the County
of San Bernardino

By: _____
Deputy

APPROVED AS TO LEGAL FORM
JEAN-RENE BASLE
County Counsel

By: _____
MITCHELL L. NORTON
Deputy County Counsel

Date: _____

CITY OF LONG BEACH

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Date: _____

By _____
Mayor

ATTEST:

Date: _____

By _____
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY

By _____
Deputy

Date: _____

CITY OF LOS ANGELES

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Date: _____

By _____
Commissioner, Board of Public Works

ATTEST:

Date: _____

By _____
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY

By _____
Deputy

Date: _____

CITY OF SAN DIEGO

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Date: _____

By _____
Mayor

ATTEST:

Date: _____

By _____
City Clerk

APPROVED AS TO FORM
DEPUTY CITY ATTORNEY

By _____
Deputy City Attorney

Date: _____

1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

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3 Date: _____

By: _____
Executive Officer

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APPROVED AS TO FORM:

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Attorney for the Regional Water Quality
Control Board, Los Angeles Region

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1 REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

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3 Date: _____

By: _____
Executive Officer

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APPROVED AS TO FORM:

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Attorney for the Regional Water Quality
Control Board, Santa Ana Region

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1 REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

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3 Date: _____

By: _____
Executive Officer

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APPROVED AS TO FORM:

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

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1 STATE WATER RESOURCES CONTROL BOARD

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3 Date: _____

By: _____
Executive Director

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APPROVED AS TO FORM:

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Attorney for the State Water Resources
Control Board

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1 CALIFORNIA DEPARTMENT OF TRANSPORTATION

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3 Date: _____

By: _____
Scott McGowen, Asst. Division Chief
Division of Environmental Analysis

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APPROVED AS TO FORM:

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Attorney for the California Department of
Transportation (CALTRANS)

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

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3 Date: _____

By: _____

STEPHEN B. WEISBERG
Executive Director

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EXHIBIT A**Southern California Stormwater Monitoring Coalition WORK PLAN and BUDGET
for first fiscal year through June 30, 2015****WORK PLAN**

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1. Laboratory Intercalibration Study for Total Suspended Solids, Nutrients, Trace metals and Organics – Project Lead SCCWRP

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The laboratory intercalibration for TSS, nutrients, trace metals and organics will follow a similar pattern as the previous intercalibrations (described in detail in the SMC Laboratory Guidance Manual). In brief, this involves creating a laboratory working group, selection of samples and constituents, and iterative testing. All previously participating laboratories will be invited to take part in the exercise, but any new laboratory that wishes to participate will be included. There will be three matrices used for intercalibration. The first will be a reference material, created especially for this exercise, with levels of constituents similar to those found in stormwater. The second matrix will be a runoff sample from an urban catchment. The third matrix will be a runoff sample from an undeveloped catchment. As in the previous intercalibration exercise, artificial rainfall may be used to generate runoff depending on sampling needs and logistics. Triplicate samples of the two runoff matrices will be distributed blind to each of the participating laboratories. The testing on these three matrices will be conducted at least twice so laboratories can correct measurement deficiencies detected in the first round of testing.

2. Research Agenda Follow-up Studies – Project Lead to be determined

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The update of the SMC five-year research agenda (to be completed in early 2014) will identify data gaps that inhibit effective stormwater management and/or regulation, then prescribe specific studies to address them. Each study is intended to result in specific actions or recommendations that benefit the stormwater community. Funding is allocated to conduct initial follow-up studies upon completion of the updated research agenda.

3. SMC Regional Monitoring Program Implementation – Project Lead SCCWRP

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The SMC regional monitoring program has completed the first five year cycle and is embarking on planning for the next five-year implementation. Planning for the 2015-2019 sampling will include consideration of program design changes to address new or revised questions, addition of new monitoring partners, and/or modifications to the list of indicators included in the program. Tasks include: developing a design for the 2015-19 monitoring program; producing a monitoring plan, including sampling procedures and QA measures as well as an overall budget for the program; conducting training, intercalibrations, and audits; and, conducting field reconnaissance and sampling coordination.

4. SMC Workplan Administration – Project Lead SCCWRP

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Task administrative costs for contractor to support SMC Steering Committee in managing the services in this workplan.

5. SCCWRP Administrative Costs

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Costs for SCCWRP as BUDGET MANAGER to provide administration based on a five percent charge.

BUDGET

The monetary obligation of the WORK PLAN shall be distributed among the FUNDING PARTIES as follows:

	Intercalibration Study	Research Agenda Follow-up	SMC Regional Monitoring	SMC Workplan Admin.	SCCWRP Admin. Costs*	Total
County of Orange	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
Los Angeles County FCD	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
County of San Diego	\$7,647.06**	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75**
Riverside County FCD	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
San Bernardino FCD	0	\$4,761.90	\$8,218.42	\$1,904.76	\$744.25	\$15,629.33
Ventura County WPD	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
City of Los Angeles	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
City of San Diego	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
CALTRANS	0	\$4,761.90	0	\$1,904.76	\$333.31	\$6,999.97
SCCWRP	\$7,647.06	\$4,761.90	\$8,218.42	\$1,904.76	\$1,126.61	\$23,658.75
City of Long Beach (half share)	\$3,823.52	\$2,381.00	\$4,109.22	\$952.40	\$563.31	\$11,829.15
Total	\$65,000.00	\$50,000.00	\$78,075.00	\$20,000.00	\$10,653.75	\$223,728.45

*5% charge based on project participation


**County of San Diego to pay \$6,801.86 (total \$22,813.55) this fiscal year and the balance of \$845.20 in 2014-15 subject to appropriations

Total Budget \$223,728.45

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RIVERSIDE COUNTY FLOOD CONTROL AND
AND WATER CONSERVATION DISTRICT

RECOMMENDED FOR APPROVAL:

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

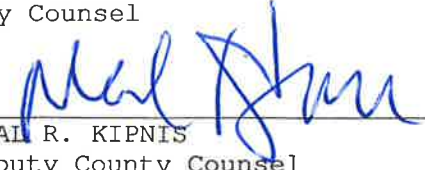
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KEICIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Date _____