



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

FINANCIAL DATA	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

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

C.E.O. RECOMMENDATION:

Alex Gann
BY: Alex Gann
County Executive Office Signature

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, **IT WAS ORDERED** that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: March 23, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11.1

MAN M. CHANG, FINANCE DIRECTOR
Man M. Chang
3/14/10
DATE

FORM APPROVED COUNTY COUNSEL
David H.K. Huff
3/14/10
DATE

Dep't Recommendations Consent Policy
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Per Exec. Off.

**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

SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENT TO CONDUCT A REGIONAL BIOASSESSMENT
MONITORING PROGRAM

THIS AGREEMENT, for purposes of identification numbered D08-026, is made and entered into this 26th day of March, 201~~0~~¹², 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 Los Angeles, the California Regional Water Quality Control Board, Los Angeles Region, the California Regional Water Quality Control Board, Santa Ana Region, the California Regional Water Quality Control Board, San Diego Region, 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, 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, and the City of Los Angeles are sometimes jointly referred to as "MUNICIPAL PARTIES".

WITNESSETH

WHEREAS, Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) contain provisions for applications 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) permit under authority granted by the United States Environmental Protection Agency to allow the lawful discharge of stormwater into waters of the United States; and,

WHEREAS, in southern California NPDES stormwater permits have been issued by the Los Angeles, San Diego and Santa Ana Regional Water Quality Control Boards in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura

03.23.10 11.1

2012-8-114314

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
 incorporate the BIOASSESSMENT PROGRAM in stormwater permits; and

WHEREAS, the MUNICIPAL PARTIES' participation in the BIOASSESSMENT PROGRAM is
 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
 25 9325 Hazard Way
 San Diego, CA 92123

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

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

1 President, Board of Public
2 Works
3 200 North Spring St, Suite 361
4 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
6 320 W. 4th St., Suite 200
7 Los Angeles, CA 90013

Executive Director
SCCWRP
3535 Harbor Blvd
Costa Mesa, CA 92626

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

8 Section 18. OWNERSHIP OF DOCUMENTS. Upon completion of each written task
9 deliverable described in Exhibit A of this AGREEMENT , SCCWRP shall provide each of
10 the PARTIES with a copy of the work product. The PARTIES, individually or jointly,
11 shall not be limited in any way in their use of all data in the work product,
12 including but not limited to reports, files, plans, drawings, specifications,
13 proposals, sketches, diagrams and calculations, provided that any such use not within
14 the purposes of this AGREEMENT shall be at the sole risk of the PARTY making that use.
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16 Section 19. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in
17 counterpart and the signed counterparts shall constitute a single instrument.

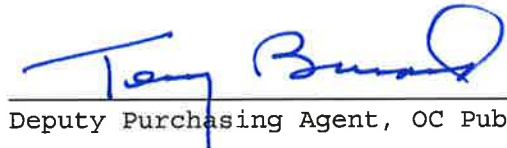
18 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the
19 dates opposite their respective signatures:
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COUNTY OF ORANGE

A political subdivision of the State of California

Date: 3.26.2012

By 
Deputy Purchasing Agent, OC Public Works

APPROVED AS TO FORM
COUNTY COUNSEL

By 
Deputy

Date: 3/14/2012

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

Date: 12/1/09

By 
Chief Engineer

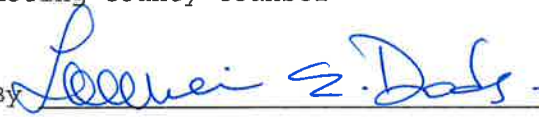
ATTEST:

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: 11-18-09

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

Date: 4/12/10
533156

By 
Director, Purchasing and Contracting
WINSTON F. McCOLL

ATTEST:

Date: 3/26/2010

By 
Director of Public Works
JOHN L. SNYDER

APPROVED AS TO FORM
COUNTY COUNSEL

By Thomas L. Bosworth
Senior Deputy
THOMAS L. BOSWORTH

Date: March 16, 2010

VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic

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4 Date: January 26, 2010

By *Wally Long*
Chair of the Board of Supervisors of the
Ventura County Watershed Protection District

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8 ATTEST:

9 Date: January 26, 2010

By *[Signature]*
Clerk of the Board of Supervisors of
Ventura County, California and ex-officio
Clerk of the Board of the Ventura County
Watershed Protection District

12 APPROVED AS TO FORM
13 COUNTY COUNSEL

14 By *Albert B.L.*
15 Deputy



16 Date: February 17, 2010
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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*
Marion Ashley, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By *Opie Eklund*
Deputy

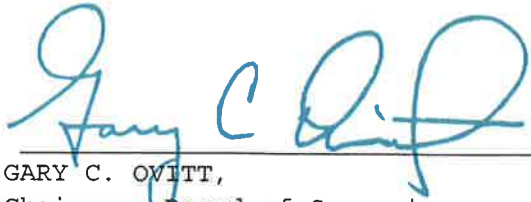
Date: MAR 23 2010

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

P8/

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

Date: JUL 27 2010

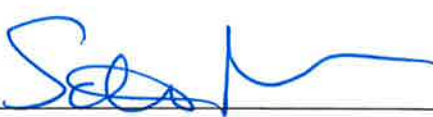
By: 
GARY C. OVITT,
Chairman, Board of Supervisors
Acting as the Governing Body of the District

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

LAURA H. WELCH, Secretary
Clerk of the Board of Supervisors of the County
of San Bernardino

By:  Deputy


APPROVED AS TO LEGAL FORM
RUTH E. STRINGER
County Counsel

By: 
SCOTT M. RUNYAN
Deputy County Counsel

Date: 7-14-10

CITY OF LOS ANGELES

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3 Date: 9/30/2010

By Cynthia M. Ruiz
Cynthia Ruiz, President, Board of Public Works

ATTEST:

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8 Date: 10-5-10

By June A. Lagmay
June A. Lagmay, City Clerk

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10 APPROVED AS TO FORM
CARMEN A. TRUTANICH, CITY ATTORNEY

11
12 By Ed MJ
Edward Jordan, Deputy City Attorney



C-117947
C-117947

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14 Date: 10-1-10

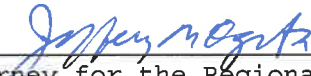
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REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

Date: 12/21/09

By: 
Executive Officer

APPROVED AS TO FORM:


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

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REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

Date: 6/9/11

By: Kt V. Bluff
Executive Officer

APPROVED AS TO FORM:


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

1 REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

2
3 Date: 11 January 2010

4 By: 
Executive Officer

5 APPROVED AS TO FORM:

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

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

2
3 Date:

11/31/09

By:



STEPHEN B. WEISBERG
Executive Director

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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
Total	\$375,000

Cost share among participating organizations

Phase	Cost per Agency					Total per Agency
	Year 1	Year 2	Year 3	Year 4	Year 5	
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