



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

429 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 6, 2010

SUBJECT: Subsequent Research Implementation Agreement to Update Stormwater Monitoring Coalition 5-Year Research Needs Agenda

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, City of Long Beach, California Regional Water Quality Control Boards – Los Angeles, Santa Ana and San Diego Regions, California Department of Transportation, and the Southern California Coastal Water Research Project (SCCWRP).
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions for the update of the Stormwater Monitoring Coalition (SMC) 5-Year Research Needs Agenda. The objective of this project is to identify data gaps that inhibit effective stormwater management and/or regulation and subsequently prescribe specific studies to address them. The Agreement names two lead agencies; one to develop the research agenda and the other to expand the SMC's website capabilities.

Continued on Page 2
ABC:cw

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2009-2010 District Cost:	\$ 0.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Net District Cost:	\$6,842.11	For Fiscal Year:	10-11

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:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 6, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: District: All Agenda Number: **11.1**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FINANCIAL SERVICES AFFILIATED
MAN M. CHAND, FINANCE DIRECTOR

APPROVED COUNTY COUNSEL
BY: [Signature]
DAVID H.K. HUFF
DATE: 3/9/10

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

Policy Policy
 Consent Consent
 Consent Consent

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

SUBJECT: Subsequent Research Implementation Agreement to Update Stormwater Monitoring
Coalition 5-Year Research Needs Agenda

SUBMITTAL DATE: April 6, 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 the SMC is specifically stated in the provisions of the 2010 Santa Ana NPDES MS4 Permit. Studies that will be identified in the research agenda are intended to result in specific actions or recommendations that will benefit the stormwater community within Riverside County, the District, and the 15 Cities in western Riverside County.

FINANCIAL:

Multi-year agreement; FY 2009-2010 through 2010-2011. \$6,842.11 total District cost. One-time payment cost will be included in FY 2010-2011 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

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

Agreement No.D07-025

1 SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENT TO UPDATE STORMWATER MONITORING COALITION
2 5-YEAR RESEARCH NEEDS AGENDA

3 THIS AGREEMENT, for purposes of identification numbered D07-025, is made and
4 entered into this 14th day of August, 2018, by and between the County of Orange, the
5 Los Angeles County Flood Control District, the County of San Diego, the Ventura County
6 Watershed Protection District, the Riverside County Flood Control and Water
7 Conservation District, the San Bernardino County Flood Control District, the City of
8 Los Angeles, the City of Long Beach, the California Department of Transportation, the
9 California Regional Water Quality Control Board, Los Angeles Region, the California
10 Regional Water Quality Control Board, Santa Ana Region, the California Regional Water
11 Quality Control Board, San Diego Region, and the Southern California Coastal Water
12 Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred
13 to as the "PARTIES" and individually as "PARTY". The County of Orange, the Los Angeles
14 County Flood Control District, the County of San Diego, the Ventura County Watershed
15 Protection District, the Riverside County Flood Control and Water Conservation
16 District, the San Bernardino County Flood Control District, the City of Long Beach and
17 the City of Los Angeles are jointly referred to as "MUNICIPAL PARTIES".

18 WITNESSETH

19 WHEREAS, Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) contain
20 provisions for applications for municipal and industrial stormwater discharge permits;
21 and,

22 WHEREAS, these provisions require the control of pollutants from stormwater
23 discharges by requiring a National Pollutant Discharge Elimination System (NPDES)
24 permit under authority granted by the United States Environmental Protection Agency to
25 allow the lawful discharge of stormwater into waters of the United States; and,

26 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

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

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

6 WHEREAS, the City of Long Beach has received an individual NPDES stormwater
7 permit from the Regional Water Quality Control Board, Los Angeles Region; and

8 WHEREAS, the California Department of Transportation has received a statewide
9 NPDES stormwater permit from the State Water Board; and,

10 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES and
11 the California Department of Transportation have requirements for extensive monitoring
12 and encourage inter-jurisdictional cooperation in monitoring; and,

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

17 WHEREAS, the County of Orange, the County of Los Angeles, the County of San
18 Diego, the Ventura County Watershed Protection District, the Riverside County Flood
19 Control and Water Conservation District, the San Bernardino County Flood Control
20 District, the City of Long Beach, the Regional Water Quality Control Board, Los
21 Angeles Region, the Regional Water Quality Control Board, Santa Ana Region, the
22 Regional Water Quality Control Board, San Diego Region, and SCCWRP through Agreement
23 D99-072 dated February 8, 2001, with SCCWRP as the project lead agency, identified and
24 prioritized the research needs to begin to develop the methodologies and assessment
25 tools to understand more effectively urban stormwater and non-stormwater
26 (anthropogenic) impacts on receiving waters and undertook some initial cooperative
27 projects; and,

28 WHEREAS, all of the PARTIES, through Agreement D06-049 dated June 4, 2008 have
29 agreed to collaborate on a cooperative research/monitoring program to develop
30 methodologies and assessment tools to more effectively understand urban stormwater and

1 non-stormwater (anthropogenic) impacts to receiving waters and to conduct
 2 research/monitoring through Subsequent Research Implementation Agreements between
 3 interested PARTIES; and

4 WHEREAS, many of the scientific and technical tools for stormwater program
 5 implementation, assessment and monitoring remain not fully developed and there is a
 6 need to update and reprioritize the research needs agenda ("AGENDA") and expand web
 7 capabilities to make Stormwater Monitoring Coalition products more readily available
 8 ("WEB EXPANSION"); and,

9 WHEREAS, SCCWRP has agreed to manage the update of the AGENDA; and

10 WHEREAS, the County of Orange has agreed to manage the WEB EXPANSION; and

11 WHEREAS, the MUNICIPAL PARTIES, the California Department of Transportation and
 12 SCCWRP have agreed to fund the \$65,000 cost of the update of the AGENDA and WEB
 13 EXPANSION according to the cost allocations set forth in Exhibit B of this AGREEMENT,
 14 which is attached hereto and made a part hereof, and subject to the availability of
 15 funds set forth in Section 10; and

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

17 Section 1. PURPOSE. This AGREEMENT is entered into as a Subsequent Research
 18 Implementation Agreement, pursuant to Agreement D06-049, for the purpose of updating
 19 the AGENDA and WEB EXPANSION.

20 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and
 21 execution of this document by the last signatory to this AGREEMENT and shall continue
 22 for a period of two (2) years from that date.

23 Section 3. UPDATE OF AGENDA. SCCWRP is designated as the Lead Agency for the
 24 update of the AGENDA and the County of Orange for the WEB EXPANSION. As Lead Agencies,
 25 SCCWRP and the County of Orange shall coordinate all portions of the scope of work
 26 described in Exhibit A of this AGREEMENT, collect funds from the MUNICIPAL PARTIES,
 provide progress reports to the Steering Committee, established by Agreement D06-049,
 on the work completed and the monies expended, and perform other administrative
 functions necessary to ensure the update of the AGENDA and WEB EXPANSION. Exhibit A is
 attached hereto and made a part hereof.

1 Section 4. FUNDING. Exhibit B of this AGREEMENT describes the cost share
2 allocations for the MUNICIPAL PARTIES, California Department of Transportation and
3 SCCWRP for the update of the AGENDA and the WEB EXPANSION.

4 Section 5. PAYMENT. The MUNICIPAL PARTIES and the California Department of
5 Transportation will each make the payment of their respective cost share allocation,
6 identified in Exhibit B of this AGREEMENT, to SCCWRP within ninety (90) days of the
7 approval date of this AGREEMENT. The County of Orange will retain five thousand
8 dollars (\$5,000) of its project contribution for the WEB EXPANSION.

9 At the completion of the work described in Exhibit A of this AGREEMENT, SCCWRP
10 and the County of Orange shall provide a final written accounting of expenditures to
11 each of the MUNICIPAL PARTIES and the California Department of Transportation for
12 completing the update of the AGENDA and the WEB EXPANSION. If the expenditures are
13 less than the cost share payments made by the MUNICIPAL PARTIES and the California
14 Department of Transportation, SCCWRP shall reimburse to each PARTY its prorated share
15 of the excess within forty-five (45) days of the final accounting.

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

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

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

1 Section 9. TERMINATION. Any PARTY wishing to terminate its participation in this
2 AGREEMENT shall provide ninety (90) days prior written notice to all the other PARTIES
3 of its intent to withdraw. Such termination shall be effective ninety (90) days after
4 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION"). The
5 terminating PARTY shall continue to be responsible for its share of the financial
6 obligations incurred, as described in Exhibit B to this AGREEMENT, up to the EFFECTIVE
7 DATE OF TERMINATION. The remaining PARTIES may continue in the performance of the
8 terms and conditions of this AGREEMENT on the basis of a revised allocation of the
9 costs in Exhibit B pursuant to section 7 of this AGREEMENT or may elect to terminate
10 the AGREEMENT.

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

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

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

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

1 Section 14. ENTIRE AGREEMENT. Except as stated in Agreement D06-049, this
 2 AGREEMENT is intended by the PARTIES as a final expression of their agreement and is
 3 intended to be a complete and exclusive statement of the agreement and understanding
 4 of the PARTIES hereto in respect of the subject matter contained herein. There are no
 5 restrictions, promises, warranties or undertakings, other than those set forth or
 6 referred to herein. This AGREEMENT supersedes all prior agreements and understandings
 7 between the PARTIES with respect to such matter.

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

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

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

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

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

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

Chief Environmental Engineer
California Department of
Transportation MS-27
P.O. Box 942874
Sacramento, CA 94274-0001

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

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

Director of Public Works
City Hall, 9th Floor
333 West Ocean Boulevard
Long Beach CA 90802

Executive Officer
Los Angeles RWQCB
320 W. 4th St., Suite 200
Los Angeles, CA 90013

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

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

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

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

Executive Director
SCCWRP
3535 Harbor Blvd, Suite 110
Costa Mesa, CA 92626

Section 18. OWNERSHIP OF DOCUMENTS. Upon completion of each written task deliverable described in Exhibit A of this AGREEMENT, SCCWRP shall provide each of the PARTIES with a copy of the work product for the AGENDA. The PARTIES, individually or jointly, shall not be limited in any way in their use of all data in the work product, including but not limited to reports, files, plans, drawings, specifications, 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.

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

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

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COUNTY OF ORANGE

A political subdivision of the State of California

Date: 9.12.2011

By Tony Burand
Deputy Purchasing Agent, OC Public Works


APPROVED AS TO FORM
COUNTY COUNSEL

By [Signature]
Deputy

Date: 9/9/2011


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

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4 Date: 6/30/10

By  _____
Director, Department of Public Works

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7 APPROVED AS TO FORM:

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9 ANDREA SHERIDAN ORDIN
County Counsel

10
11 By  _____
12 Deputy

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

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4 Date: 4/12/10
5 532903

By 
Director, Purchasing and Contracting
WINSTON F. McCOLL

ATTEST:

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9 Date: 3/26/2010

By 
Director of Public Works
JOHN L. SNYDER

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11 APPROVED AS TO FORM
12 COUNTY COUNSEL

13
14 By Thomas L. Bosworth
15 Senior Deputy
THOMAS L. BOSWORTH

16
17 Date: 3/16/10

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VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic

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4 Date: January 26, 2010

By *Hathy 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

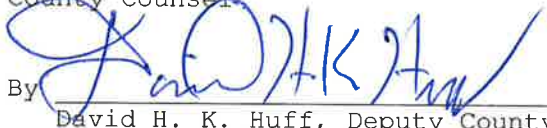
RECOMMENDED FOR APPROVAL:



WARREN D. WILLIAMS
General Manager-Chief Engineer

APPROVED AS TO FORM:

Pamela Walls
County Counsel



By 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

By 
Deputy

Date: APR 06 2010


P8/129697

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.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

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4 Date: MAY 11 2010


By: 
Gary C. Ovitt,
Chairman, Board of Directors
Acting as the Governing Body of the District

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

10 Laura H. Welch, Secretary
11 Clerk of the Board of Supervisors of the County
12 of San Bernardino

By: 
Deputy


13 APPROVED AS TO LEGAL FORM
14 Ruth Stringer
15 County Counsel

16 By: 
17 Scott Runyan
18 Deputy County Counsel

19 Date: 5-3-10

CITY OF LONG BEACH

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Date: 7.28.12

By  Assistant City Manager

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ATTEST:

Date: AUG 14 2012

By  City Clerk

APPROVED AS TO FORM
CITY ATTORNEY

By _____
Deputy

Date: _____

APPROVED AS TO FORM

7-16, 2012

ROBERT E. SHANNON, City Attorney



AMY R. WEBBER
DEPUTY CITY ATTORNEY

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CITY OF LOS ANGELES

Date: 9/30/2010

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

ATTEST:

Date: 10-4-10

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

APPROVED AS TO FORM
CARMEN A. TRUTANICH, CITY ATTORNEY

By Edward Jordan
Edward Jordan, Deputy City Attorney

C-117944



Date: 10-1-10

1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION
2

3 Date: Feb. 18, 2011
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By: Samuel Unger
Executive Officer

5 APPROVED AS TO FORM:
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8 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. Bltlf
Executive Officer

APPROVED AS TO FORM:

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

1 REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

2
3 Date: 4/27/2010

4 By: *Paul W. R.*
Executive Officer

5 APPROVED AS TO FORM:

6
7 *Catherine Henry Hagan*
8 Attorney for the Regional Water Quality
Control Board, San Diego Region

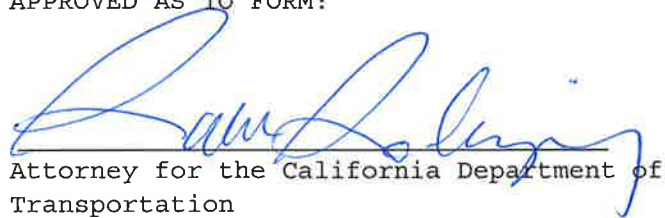
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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: _____

By:  7/2/11
Scott McGowen, Asst. Division Chief
Division of Environmental Analysis

APPROVED AS TO FORM:


Attorney for the California Department of
Transportation

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

2
3 Date:

12/14/10

4 By:



STEPHEN B. WEISBERG
Executive Director

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EXHIBIT A

Scope of Work: Update 5-Year Research Needs Agenda

INTRODUCTION

As a result of the increasing regulatory focus and the lack of scientific knowledge base, both stormwater regulators and municipal stormwater management agencies throughout southern California have developed a collaborative working relationship. The goal of this relationship is to develop the technical information necessary to better understand stormwater mechanisms and impacts, and then develop the tools that will effectively and efficiently improve stormwater decision-making. There was early recognition that these issues are oftentimes not localized, but typically cross watershed and jurisdictional boundaries. This relationship culminated in a formal agreement (D99-072), signed in 2001, by the Phase I municipal stormwater NPDES lead permittees, the NPDES regulatory agencies in southern California and SCCWRP to create the Stormwater Monitoring Coalition (SMC).

The SMC's initial project was to create a five-year research agenda to base its interactions and focus attention. The research agenda was created by a team of 16 experts in a variety of disciplines including engineering, chemistry, biology, toxicology, modeling, statistics, hydrology, etc. The team of experts convened a three-day workshop that, after listening to a day of testimony regarding the SMC management issues, created a five-year research plan around 15 projects focused around three main themes; building a monitoring infrastructure, understanding mechanisms and processes, and assessing receiving water impacts.

The original five-year research plan has served the SMC well. Projects in ten of the 15 project areas in the five-year agenda were completed and nearly all have had an immediate impact on the regulatory structure for municipal stormwater agencies. As a result, a number of the initial issues raised by the SMC have been addressed and a new set of issues has arisen. For example, three new agencies have joined the SMC with their own unique set of perspectives and needs.

The goal of this project is to update the original SMC five-year research agenda. The objective will be to 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.

SCOPE OF WORK

This project will entail the development and prioritization of a research agenda (“AGENDA”) with the assistance of water quality/resource management/regulatory experts and expansion of web capabilities to make Stormwater Monitoring Coalition products more readily available (“WEB EXPANSION”).

The Southern California Coastal Water Research Project (SCCWRP) will manage the update of the AGENDA. The AGENDA shall be a list of proposed projects, designed by the water quality/resource management/regulatory experts, which shall form the focus of research/monitoring program for the SMC over the next 5 years.

The scope of work for the AGENDA will involve four main tasks:

- The first task will be to assemble the panel of experts to design the AGENDA. The panel of experts shall be a diverse group of technical specialists in a variety of stormwater disciplines.
- The second task will be to convene the experts through a workshop format. The workshop shall include a summary of SMC progress to date and shall also include summaries from other stormwater agencies interested in similar topics such as Caltrans, California Stormwater Quality Association (CASQA), and Water Environment Federation (WEF).
- The third task will be detailing the AGENDA produced by the expert panel. The AGENDA shall be documented in a draft report and shall include a technical prioritization of scientific projects, the technical tasks necessary to address each research project, a proposed schedule for implementing these research tasks, and estimated costs for each research project. The draft report shall also be submitted to the SMC Steering Committee in an oral format.
- The fourth task shall incorporate comments from the draft and oral reports, and shall use the SMC Steering Committee to rank the research projects for management needs. It is this ranked AGENDA by the SMC Steering Committee that will become the research/monitoring focus over the next five years.

The County of Orange will manage the WEB EXPANSION including establishment of the web domain, design of the site with input from the SMC Steering Committee, and population of the website with current SMC products and information.

Composition of the Expert Panel

The makeup of the expert panel will be designed by scientific discipline to ensure an adequate representation of the wide breadth of issues that face stormwater managers. This will also help to ensure the cross-fertilization necessary to address some of these issues. Moreover, a diversity of opinions and viewpoints will likely improve the product. The list of scientific disciplines shall include:

- *Hydrologist/Civil Engineer*: Specialty in hydrological processes, specifically surface waters, flood control, sediment transport, structural and non-structural BMPs.
- *Water Quality Chemist*: Specialty in chemical measurements and analyses of surface water. Good knowledge of regulatory thresholds. Interested in addressing non-routine measurements or target analytes.
- *Public Health Specialist*: Strong background in public health risk assessment. Can identify the research needed to evaluate public health risk for water contact recreation, shellfish harvesting, or other beneficial uses.
- *Environmental Specialist*: Specialist in ecology and toxicology of receiving water environments such as rivers, creeks, wetlands, bays and/or oceans. Can evaluate the ecological risk assessment needs for stormwater inputs.
- *TMDL Specialist*: Someone who has background and experience in TMDL development. Cognizant of the regulatory requirements and practical necessities for conducting TMDLs.
- *Regulated Community Nominated Specialist / Environmental Advocacy Group Nominated Specialist*: Two individuals, one selected from each group, that have a strong technical background in stormwater science. Individuals must be capable of adding to the scientific and research goals of the panel.
- *Modeling Specialist*: Specialty in integrating environmental data into functional predictive models.
- *Information Specialist/Statistician*: Someone with experience in data management and designing monitoring programs for environmental managers.

Selection Process

The panel will be selected from regional or statewide personnel. This is a departure from the original research agenda, which conducted a nationwide search. The SMC Steering Committee feels that regional/state expertise is sufficient to cover the technical issues and that these members will have a better grasp of southern California specific needs.

There are likely numerous individuals that could fill each of these expert panel disciplines. The selection of the individual for each discipline shall follow a three-step process.

- SCCWRP will generate a list of three names for each of the proposed panel member disciplines. This list will be submitted to the SMC Steering Committee along with background information on each individual.
- The SMC Steering Committee will provide additional names to the list as necessary.

- SCCWRP will rank each of the candidates by discipline and provide the rankings to the SMC Steering Committee for an approval.

DELIVERABLES

There will be five deliverables for this project.

- *List of approved panel members.* SCCWRP shall produce a list of approved panel members for invitation to the Research Agenda Workshop
- *Research Agenda Workshop.* A three-day workshop shall be convened for the expert panel. The workshop shall be the primary mechanism to engage the panel members in designing the research program. Panel members may be asked for additional critical pieces of information following the workshop.
- *Draft Report.* SCCWRP shall produce a draft report summarizing the workshop findings and detailing the research agenda for the SMC Steering Committee. The draft report shall include a list of research/monitoring projects, technical prioritization of these projects, a proposed schedule of implementation for each project, and estimated costs per project. Accompanying the draft report shall be a verbal presentation to the SMC Steering Committee. The goal of the presentation is to gather consensus on which projects are of the greatest management need.
- *Final Report.* SCCWRP shall produce a final report 45 days after receiving comments from the SMC Steering Committee. The SMC Steering Committee will adopt the five-year research agenda.
- *Web Site Expansion.* The task shall create a web site for the SMC to display the results of the workshop and other SMC materials

TIMELINES

This initial project tasks shall be completed in six months from project inception. A conceptual timeline includes:

Task	Months from Project Inception					
	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6
Select panel members	█	█				
Research Agenda Workshop		█	█			
Draft Report				█	█	
Final Report					█	█
Web site expansion					█	█

Ongoing WEB EXPANSION postings may occur for the balance of the AGREEMENT term.

EXHIBIT B

Budget

PROJECT COSTS

This budget provides estimates for the tasks described in Exhibit A. SCCWRP will be responsible for management of the AGENDA, including facilitating selection of panel members, coordinating and facilitating the Research Agenda Workshop, and draft and final reports. The County of Orange will be responsible for the WEB EXPANSION. Total cost for this project is estimated at \$65,000.

Task	Project Category	Cost
Selection of Panel Members	AGENDA	\$10,000
Research Needs Agenda Workshop	AGENDA	\$30,000
Draft Report	AGENDA	\$15,000
Final Report	AGENDA	\$5,000
Web site expansion	WEB EXPANSION	\$5,000
Total		\$65,000

MONETARY DISTRIBUTION AMONG PARTIES

The \$65,000 cost of this project shall be distributed among ten of the PARTIES as follows:

Agency	Total
County of San Diego	\$6842.11
County of Orange*	\$6842.11
Los Angeles County Flood Control District	\$6842.11
San Bernardino County Flood Control District	\$6842.11
Riverside County Flood Control and Water Conservation District	\$6842.11
City of Long Beach	\$3421.01
City of Los Angeles	\$6842.11
County of Ventura Watershed Protection Division	\$6842.11
Southern California Coastal Water Research Project	\$6842.11
California Department of Transportation	\$6842.11
Total	\$65,000.00

*\$5,000 for WEB EXPANSION, \$1,842.11 to SCCWRP for AGENDA