

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



ITEM  
11.1  
(ID # 9221)

**MEETING DATE:**  
Tuesday, March 19, 2019

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Participation in the Southern California Stormwater Monitoring Coalition 5-Year Agreement, CEQA Exempt, All Districts. [\$500,000 – District Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that this Cooperative Agreement (Agreement) is exempt from the California Environmental Quality Act (CEQA) as it has been determined that the Agreement is exempt under Section 15061(b)(3), 15307, and 15308 of the State CEQA Guidelines; and
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (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, Colorado, 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) (collectively, the Parties); and
3. Authorize the Chairwoman to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**ACTION:** Policy

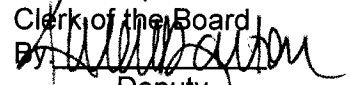
  
Bob Cullen, Assistant Chief Engineer 3/6/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 19, 2019  
xc: Flood, Recorder

Kecia Harper  
Clerk of the Board  
  
Deputy  
11.1

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$100,000	\$500,000	\$0
<b>NET COUNTY COST</b>	\$0	\$100,000	\$500,000	\$0
<b>SOURCE OF FUNDS:</b> See page 2.			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 19/20-23/24	

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

**BACKGROUND:**

**Summary**

On January 27, 2015 (Agenda Item No. 11-2) and July 17, 2007 (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.

This 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 has been 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 Cities within Riverside County.

The District is not obligated to make any financial contributions to the SMC, however, 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. District contributions will be limited to a not-to-exceed amount of \$100,000 per fiscal year.

No further CEQA analysis is required. The Agreement will not in and of itself result in a physical change to the environment. The Agreement does not authorize to any extent whatsoever actual physical development. Therefore, the Agreement is not a project within the meaning of CEQA. Assuming the Agreement is, in fact, a project within the meaning of CEQA, it is exempt therefrom because it can be seen with certainty that there is no possibility that it may have a significant impact on the environment. Furthermore, actions taken by regulatory agencies to protect the environment are also exempt from CEQA. Therefore, the Agreement is exempt from CEQA review by State CEQA Guidelines Sections 15307, 15308, and 15061(b)(3).

**Prev. Agn. Ref.:** 11-2 of 01/27/15  
11.1 of 07/17/07

**Impact on Residents and Businesses**

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

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 Whitewater, 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.

**Additional Fiscal Information**

Funding for the District contribution will be provided by the District's annual NPDES Benefit Assessments levied in the Whitewater, Santa Ana, and Santa Margarita Benefit Assessment areas. Sufficient funding is available in the District's budget for Fiscal Year 2019-20 and will be included in the District's recommended budget(s) for Fiscal Years 2020-21 through 2023-24, as appropriate and necessary.

**SOURCE OF FUNDS**

25180 947540 527240 NPDES Whitewater Assessment 17%  
25190 947560 527240 NPDES Santa Ana Assessment 50%  
25200 947580 527240 NPDES Santa Margarita Assessment 33%

**ATTACHMENTS:**

1. 2019 SMC Agreement
2. Notice of Exemption
3. Riverside County Clerk-Recorder Authorization to Bill

  
\_\_\_\_\_  
Jeanine Rey, Finance Director

3/5/2019

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel

3/6/2019

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel

3/6/2019

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

Agreement No. MA-080-19010685

COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER  
MONITORING COALITION

1  
2 THIS AGREEMENT, for purposes of identification numbered MA-080-19010685, is made  
3 and entered into this 28 day of June, 2019, by and between the County of Orange, the  
4 Los Angeles County Flood Control District, the County of San Diego, the Ventura County  
5 Watershed Protection District, the Riverside County Flood Control and Water  
6 Conservation District, the San Bernardino County Flood Control District, the City of  
7 Long Beach, the City of Los Angeles, the City of San Diego, the Regional Water Quality  
8 Control Board - Los Angeles Region (Los Angeles Regional Board), the Regional Water  
9 Quality Control Board - Santa Ana Region (Santa Ana Regional Board), the Regional  
10 Water Quality Control Board - San Diego Region (San Diego Regional Board), the State  
11 Water Resources Control Board (State Water Board), the California Department of  
12 Transportation (CALTRANS), and the Southern California Coastal Water Research Project  
13 (SCCWRP). These entities are hereinafter sometimes jointly referred to as the  
14 "PARTIES" and individually as "PARTY". The County of Orange, the Los Angeles County  
15 Flood Control District, the County of San Diego, the Ventura County Watershed  
16 Protection District, the Riverside County Flood Control and Water Conservation  
17 District, the San Bernardino County Flood Control District, the City of Long Beach,  
18 the City of Los Angeles, and the City of San Diego are sometimes jointly referred to  
19 as "MUNICIPAL PARTIES". These MUNICIPAL PARTIES with CALTRANS are sometimes referred  
20 to as "FUNDING PARTIES" and individually referred to as "FUNDING PARTY". The Los  
21 Angeles Regional Board, the Santa Ana Regional Board, and the San Diego Regional  
22 Boards are sometimes jointly referred to as "REGIONAL BOARDS."

23 WITNESSETH

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

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

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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

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, the parties to Agreement D06-049, subsequently approved Agreement D13-  
12 014 to continue the work started under Agreement D13-014 for an additional five year  
13 period through June 30, 2019; and,

14 WHEREAS, many of the scientific and technical tools for stormwater program  
15 implementation, assessment and monitoring are still not fully developed, as described  
16 in the updated SMC 2014 Research Agenda, and the collaborative experience of  
17 participation in the Southern California Stormwater Monitoring Coalition ("SMC") has  
18 proven beneficial in acquiring knowledge about urban stormwater and non-stormwater  
19 (anthropogenic) impacts on receiving waters; and,

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

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

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

Section 1. PURPOSE. This AGREEMENT is entered into for the purpose of  
continuing the implementation of the SMC 2014 Research Agenda ("PROGRAM") in southern

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1 California that was updated under Agreement D13-014. The key focus of the PROGRAM is  
2 to develop scientific and technical tools for stormwater program implementation,  
3 assessment, and monitoring that are currently not fully developed or require updating  
4 and, as a result, impede effective stormwater management.

5 Section 2. TERM. The term of this AGREEMENT shall commence July, 2019 or the  
6 date this Agreement is fully executed, whichever is later, and shall continue until  
7 June 30, 2024.

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

24 Section 4. PROGRAM BUDGET AND COSTS.

25 a. In the first year of the Agreement the SMC Steering Committee shall develop a  
26 BUDGET and work plan ("WORK PLAN") for first year activities within 60 days of  
the effective date of the AGREEMENT and provide to the FUNDING PARTIES. In  
subsequent years, before December 15 of each year, the SMC Steering Committee  
shall develop and provide to the FUNDING PARTIES a BUDGET and WORK PLAN for the

1 following fiscal year that starts the following July 1. The BUDGET and WORK  
2 PLAN shall contain an estimate of all planned expenditures, an estimate of the  
3 payment required from each FUNDING PARTY for the following fiscal year based on  
4 the specific projects each FUNDING PARTY seeks to fund, and a description of the  
5 planned work and designated lead PARTY for each project. FUNDING PARTIES are not  
6 required to fund any project they choose not to participate in.

- 7 b. The funding shares for projects identified in the BUDGET and WORK PLAN shall be  
8 equal for each FUNDING PARTY who chooses to participate, except for the City of  
9 Long Beach, which shall pay a half funding share for each project.
- 10 c. The maximum BUDGET shall be one hundred thousand dollars (\$100,000) per fiscal  
11 year individually for each FUNDING PARTY.
- 12 d. The FUNDING PARTIES included in the BUDGET and WORKPLAN shall be permitted to  
13 review and approve the BUDGET for the forthcoming year. Written approval of the  
14 annual BUDGET and WORKPLAN shall be affirmative written responses provided by at  
15 least seven of the nine FUNDING PARTIES (or at least seventy-five percent of  
16 FUNDING PARTIES if fewer than nine FUNDING PARTIES participate).
- 17 e. Research studies that cannot be accommodated under the current BUDGET of that  
18 fiscal year shall be accomplished through RESEARCH IMPLEMENTATION AGREEMENTS,  
19 which shall be prepared by the SMC Steering Committee. These RESEARCH  
20 IMPLEMENTATION AGREEMENTS shall designate a lead PARTY or other agency to manage  
21 the research study and shall identify funding sources sufficient to complete the  
22 research study. The PARTIES to this AGREEMENT, as well as other entities not  
23 signatory to this AGREEMENT, may, by written agreement, become parties to these  
24 RESEARCH IMPLEMENTATION AGREEMENTS. Parties to these RESEARCH IMPLEMENTATION  
25 AGREEMENTS may provide funding or other in-kind resources. Each of these  
26 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 within 30 days of approval of the initial BUDGET.  
4 For subsequent fiscal years, the BUDGET MANAGER shall invoice each FUNDING PARTY for  
5 its share of the approved BUDGET at the beginning (July 1st) of each fiscal year. Each  
6 FUNDING PARTY shall pay its share of the BUDGET within 45 days of the date of the  
7 invoice. Each FUNDING PARTY invoice shall be based on its share of the approved  
8 BUDGET, reduced for any surplus identified in the prior fiscal year end accounting and  
9 any interest earned. Interest will not be paid but will be credited against the  
10 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  
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1 request. The PARTIES shall be notified of the intent to issue contracts to perform the  
2 WORK PLAN, shall be permitted to participate in the preparation and review of the  
3 scope of work for such contracts, and to serve on the committee evaluating consultant  
4 qualifications / proposals.

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

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

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

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

24 Section 8. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually  
25 understood and agreed that, merely by entering into this AGREEMENT, the regulatory  
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1 responsibilities and obligations of each PARTY are in no manner modified. Any such  
2 responsibilities and obligations remain the same, while this AGREEMENT is in force, as  
3 they were before this AGREEMENT was made.

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

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

13 Section 11. TERMINATION. Any PARTY wishing to terminate its participation in  
14 this AGREEMENT shall provide ninety (90) days written notice to all the other PARTIES  
15 of its intent to withdraw. Such termination shall be effective ninety (90) days after  
16 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION").

17 The remaining PARTIES may continue in the performance of the terms and conditions of  
18 this AGREEMENT or may elect to terminate this AGREEMENT. Termination does not release  
19 the withdrawing party from commitments of resources to projects made prior to the  
20 notice of termination.

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

1 Budget Act authority, and the allocation of funds by the California Transportation  
2 Commission.

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

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

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

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

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

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

21 Section 19. NOTICES. All notices required or desired to be given under this  
22 AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified  
23 mail, return receipt requested or (c) sent by telefacsimile communication followed by  
24 a mailed copy, to the addresses specified below, provided each PARTY may change the  
25 address for notices by giving the other PARTIES at least ten (10) days written notice  
26

1 of the new address. Notices shall be deemed received when actually received in the  
 2 office of the addressee or when delivery is refused, as shown on the receipt of the  
 3 U.S. Postal service, or other person making the delivery, except that notices sent by  
 4 telefacsimile communication shall be deemed received on the first business day  
 5 following delivery.

6 Director, OC Public Works County of Orange P.O. Box 4048 Santa Ana, CA 92702-4048	San Diego, CA 92123  Commissioner, Board of Public Works 200 North Spring St, Suite 361 Los Angeles, CA 90012.
8 Chief Engineer Los Angeles County Flood Control District Stormwater Quality Division 900 S. Fremont Ave. Alhambra, CA 91803	Executive Officer Los Angeles RWQCB 320 W. 4 <sup>th</sup> St., Suite 200 Los Angeles, CA 90013 Fax: (213) 576-6640
11 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
13 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
16 Flood Control Engineer County of San Bernardino FCD 825 E. 3 <sup>rd</sup> Street San Bernardino, CA 92415-0835	Chief Environmental Engineer CALTRANS MS-27 P.O. Box 942874 Sacramento, CA 94274-0001
18 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
20 Director of Public Works City Hall, 9th Floor 411 W. Ocean Boulevard, Long Beach, CA 90802	Executive Director SCCWRP 3535 Harbor Blvd. Costa Mesa, CA 92626
22 Director, Transportation & Storm Water Department City of San Diego 9370 Chesapeake Dr., Suite 100	Executive Director SCCWRP 3535 Harbor Blvd. Costa Mesa, CA 92626

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Section 20. 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:

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

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Date: 7/1/19

By   
FOR Mark Pestrella, Chief Engineer

APPROVED AS TO FORM:  
Mary C. Wickham  
County Counsel

By   
Deputy

Date: 6-19-19



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

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Date: 5/21/19

By Richard E Crompton  
Director of Public Works  
RICHARD E. CROMPTON

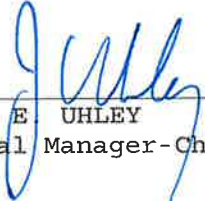
APPROVED AS TO FORM  
COUNTY COUNSEL


By Thomas Deak  
Senior Deputy County Counsel  
Thomas Deak

Date: 5/8/19

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

RECOMMENDED FOR APPROVAL:

By   
JASON E. UHLEY  
General Manager-Chief Engineer

By   
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
AARON C. GETTIS  
Deputy County Counsel

By   
Deputy

MAR 19 2019


Date 3-5-19

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SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
A body corporate and politic

Date: FEB 12 2019


By:   
CURT HAGMAN  
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 H. Welch  
Clerk of the Board of Supervisors of the County  
of San Bernardino

By:   
 Deputy

APPROVED AS TO LEGAL FORM  
MICHELLE BLAKEMORE  
County Counsel

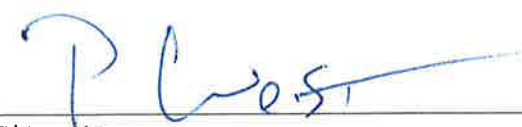
By:   
SOPHIE AKINS  
Deputy County Counsel

Date: 2-7-19

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CITY OF LONG BEACH

Date: 6/25/19

By   
City Manager

ATTEST:


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

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

APPROVED AS TO FORM  
CITY ATTORNEY

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

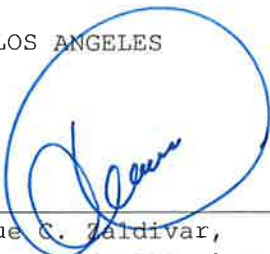
Date: \_\_\_\_\_

APPROVED AS TO FORM  
6-20, 2019  
CHARLES PARKIN, City Attorney  
By   
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

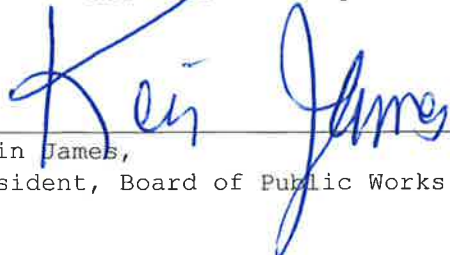
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CITY OF LOS ANGELES

Date: 9/30/19

By   
Enrique C. Zaldivar,  
Director and General Manager, LASAN

Date: 10/2/19

By   
Kevin James,  
President, Board of Public Works

ATTEST:


Date: 10/4/19

By  - Deputy  
City Clerk

APPROVED AS TO FORM  
CITY ATTORNEY

C-134150



By   
Deputy City Attorney

Date: 10/2/19

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CITY OF SAN DIEGO

Date: 23 May 2019

By   
Director, Purchasing & Contracting

APPROVED AS TO FORM  
DEPUTY CITY ATTORNEY

By   
Deputy City Attorney

Date: 29 May 2019

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

Date: 3/4/19

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: 11/13/19

By:   
Executive Officer

APPROVED AS TO FORM:



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



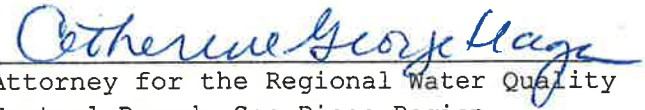
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REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

Date: 26 November 2018

By:   
Executive Officer

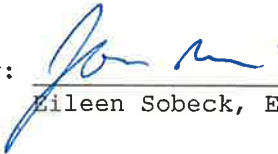
APPROVED AS TO FORM:

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

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STATE WATER RESOURCES CONTROL BOARD

Date: 2/14/19

By:   
Eileen Sobeck, Executive Director

APPROVED AS TO FORM:

  
Michael A.M. Lauffer, Chief Counsel

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CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: 5/30/19

By: Shaila Chowdhury  
Shaila Chowdhury, Chief Environmental Engineer  
Division of Environmental Analysis

APPROVED AS TO FORM:

[Signature]  
Attorney for the California Department of  
Transportation (CALTRANS)

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

3  
4 Date: 2/21/18

By: 

5 STEPHEN B. WEISBERG  
6 Executive Director  
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COUNTY OF ORANGE

A political subdivision of the State of California

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Date: 5-21-19

By   
Chairwoman of the Board of Supervisors

Date: 5-21-19

By   
XXXXX  
Clerk of the Board of Supervisors of Orange County, California




APPROVED AS TO FORM  
COUNTY COUNSEL

By   
Deputy

Date: 5/17/19

VENTURA COUNTY WATERSHED PROTECTION DISTRICT  
A body corporate and politic

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5 Date: 2/12/19

By   
Glenn Shephard, Director  
Ventura County Watershed Protection District

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10 APPROVED AS TO FORM  
11 COUNTY COUNSEL

12  
13 By   
Principal Assistant County Counsel

14 Date: 2/11/19  
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**LETTER OF TRANSMITTAL**

To:  
  
Southern California Storm Water  
Monitoring Coalition Member

DATE: 12/30/19  
 MBI JOB No: 154740  
 REFERENCE: MA-080-19010685  
 DESCRIPTION: Coalition Agreement with signature pages

ATTN: \_\_\_\_\_

SENT TO YOU VIA:  Certified Mail     Blueprinter     Overnight Delivery  
 E-Mail     Your Pick-Up     MBI Messenger     Messenger (Other Courier)

No. of Copies	No. of Originals	DESCRIPTION
	1	Final 5-year Storm Water Monitoring Coalition Agreement MA-080-19010685

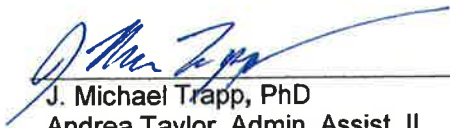
SENT FOR YOUR:     Approval     Review     Comments     Per Your Request  
 Files     Signature     Use     Information

REMARKS:

**RECEIVED**  
JAN 02 2020

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**MICHAEL BAKER INTERNATIONAL, INC.**

BY:   
 J. Michael Trapp, PhD  
 Andrea Taylor, Admin. Assist. II

COPIES TO:  
 \_\_\_\_\_  
 Project File

**Notice of Exemption**

To:  County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507  
Contact: Gene Jennings, 951.955.8377

From: Riverside County Flood Control District  
1995 Market Street  
Riverside, CA 92501

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, California 95814

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerk for posting on.

3/20/19  
Date

KL  
Initial

**Project Title:** Cooperative Agreement for Participation in the Southern California Monitoring Coalition

**Project location:** This Agreement is not tied to a specific location. **Project Location – County:** N/A

**Project Description:** The District is entering into a cooperative agreement to participate in the Southern California Monitoring Coalition (SMC) to develop scientific and technical tools for stormwater program implementation, assessment, and monitoring that are currently not fully developed or require updating. As part of this participation, the District may choose to fund special studies and/or programs that may be necessary to comply with the National Pollutant Discharge Elimination System (NPDES) requirements.

**Name of Public Agency Approving Project:** Riverside County Flood Control and Water Conservation District

**Name of Person or Agency Carrying out Project:** N/A

**Exempt Status:** Review for Exemption. State CEQA Guidelines Sections 15307, 15308, 15378(b)(4), and 15061(b)(3)

**Reasons why project is exempt:** The Cooperative Agreement (Agreement) is not a project within the meaning of CEQA because it will not, in and of itself, result in a physical change to the environment. Section 15378(b)(4), states the definition of a project does not include, "the creation of government funding mechanisms or other government fiscal activities which do not involve the commitment to a specific project which may result in a potentially significant physical impact on the environment". Assuming the Agreement is, in fact, a project within the meaning of CEQA, it is exempt therefrom because Sections 15307 and 15308 apply to actions taken by regulatory agencies to protect the environment. The agreement is also exempt, under the Common Sense Exemption, as it can be seen with certainty that there is no possibility that it may have a significant impact on the environment. The Agreement does not authorize to any extent whatsoever any actual physical development. The Agreement proposes funding for future research and development of stormwater monitoring programs and equipment and is not linked to a current or proposed project. Based upon the identified exemptions above, the Riverside County Flood Control and Water Conservation District hereby concludes that the Agreement is exempt from CEQA.

Signature: J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer  
Riverside County Flood Control  
and Water Conservation District

Date: 2-28-19

GCJ:mcv  
P8\224098

MAR 19 2019 11.1