



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 18, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

55 of November 18, 2014

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**PARTICIPATION IN THE  
SOUTHERN CALIFORNIA STORMWATER MONITORING COALITIONS COOPERATIVE  
AGREEMENT AND RESEARCH IMPLEMENTATION AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Cooperative Agreement to continue its participation in the Southern California Stormwater Monitoring Coalition and its Stormwater Research Needs Program and enter into subsequent Research Implementation Agreements to fund research studies that cannot be accommodated by the Cooperative Agreement and authorize the Director of Public Works or her designee to enter into Research Implementation Agreements, on behalf of the County of Los Angeles, with parties to the aforementioned Cooperative Agreement, as well as other entities, to fund research studies that are not part of the Collaborative Agreement and are of particular benefit to the County. The estimated total cost of these actions shall not exceed \$800,000 for the Los Angeles County Flood Control District nor \$300,000 for the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project in the recommendations below is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Cooperative Agreement to continue its participation in the Southern California

Stormwater Monitoring Coalition and its Stormwater Research Needs Program through June 30, 2019, and approve associated annual contributions not to exceed \$100,000.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into subsequent Research Implementation Agreements by June 30, 2019, for a total amount not to exceed \$300,000, with parties to the aforementioned Cooperative Agreement, as well as other entities, to fund research studies that cannot be accommodated by the annual contributions of the Cooperative Agreement. Authorization will be limited to special studies that are related to regulatory requirements and/or designed to obtain reasonable water quality standards.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES:

1. Find that the proposed project in the recommendations below is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.

2. Authorize the Director of Public Works or her designee to enter into Research Implementation Agreements by June 30, 2019, on behalf of the County of Los Angeles, with parties to the aforementioned Cooperative Agreement, as well as other entities, for a total amount not to exceed \$300,000, to fund research studies that are not part of the Collaborative Agreement and are of particular benefit to the County. Authorization will be limited to special studies that are related to regulatory requirements and/or designed to obtain reasonable water quality standards.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purposes of the recommended actions are to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a Cooperative Agreement, substantially similar to Enclosure A, to continue its participation in the Southern California Stormwater Monitoring Coalition (SMC) and its Stormwater Research Needs Program through June 30, 2019, and approve associated annual contributions not to exceed \$100,000; to authorize the Chief Engineer of the LACFCD or her designee to enter into subsequent Research Implementation Agreements by June 30, 2019, for a total amount not to exceed \$300,000, with parties to the aforementioned Cooperative Agreement, as well as other entities, to fund research studies that cannot be accommodated by the annual contributions of the Cooperative Agreement; to authorize the Director of Public Works or her designee to enter into Research Implementation Agreements by June 30, 2019, on behalf of the County of Los Angeles, with parties to the aforementioned Cooperative Agreement, as well as other entities, for a total amount not to exceed \$300,000, to fund research studies that are not part of the Collaborative Agreement and are of particular benefit to the County; and to find that these actions are statutorily exempt from the California Environmental Quality Act (CEQA). Participation will be limited to research projects or monitoring programs that are regulatory requirements and/or designed to improve stormwater management or obtain reasonable water quality standards.

On June 4, 2008, the Board authorized the LACFCD's continued participation in the SMC and its Stormwater Research Needs Program for a period of 5 years, which ended in 2013. On April 21, 2009, the Board authorized the Chief Engineer of the LACFCD to enter into an agreement with the SMC member agencies to fund stormwater-related scientific studies during the aforementioned period.

The SMC and its Stormwater Research Needs Program seek to gather technical information and develop tools necessary to effectively manage stormwater by coordinating the efforts of participating agencies. During the previous 5-year agreement period, the LACFCD contributed approximately \$200,000, plus in-kind services, toward several stormwater-related research projects conducted by the SMC. Those efforts have helped the LACFCD and the County comply with regulatory requirements and enhanced the LACFCD's and County's overall scientific understanding of stormwater management issues. Should the requested authorizations be approved, the LACFCD and unincorporated communities of the County would continue to benefit from the SMC projects.

Formed in 2001, SMC is a collaboration of stormwater management and regulatory agencies in Southern California with the goal of developing stormwater-related research projects. Parties to the Collaborative Agreement include the LACFCD; the Counties of Orange and 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 Cities of Long Beach, Los Angeles, and San Diego; the California Department of Transportation; the Los Angeles Regional, Santa Ana Regional, and San Diego Regional Water Quality Control Boards; the State Water Resources Control Board; and the Southern California Coastal Water Research Project.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). Participation in the SMC and funding of research studies by the SMC supports the capacity to sustain essential services through proactive and prudent fiscal policies and stewardship. This is accomplished by enhancing the LACFCD's and the County's ability to generate scientific knowledge on stormwater and urban runoff management issues required for decision making and policy formation through a cooperative partnership that allows the LACFCD and County to effectively leverage the LACFCD's and County's resources using a collaborative effort.

### **FISCAL IMPACT/FINANCING**

As shown in Exhibit A of Enclosure A, the LACFCD's estimated annual contribution for the period ending in June 30, 2015, is \$23,658.75. Funds to cover that annual contribution are available in the LACFCD Fiscal Year 2014-15 Budget.

The LACFCD's annual contribution during the remaining 4 years of the Cooperative Agreement (i.e., Fiscal Years 2015-16 through 2018-19) will vary from year to year depending on the number of SMC projects in which the LACFCD agrees to participate. However, the annual contributions will not exceed \$100,000. In addition, the LACFCD's total contribution to fund the aforementioned subsequent Research Implementation Agreements will not exceed \$300,000. Thus, the total cost of the LACFCD's contributions associated with the Cooperative Agreement and contributions associated with the subsequent Research Implementation Agreements shall not exceed \$700,000. Funds sufficient to cover these contributions will be requested through the LACFCD's annual budget process for Fiscal Years 2015-16 through 2018-19.

The County's contribution associated with the aforementioned subsequent Research Implementation Agreements, in which the County agrees to participate, will not exceed \$300,000. Funds sufficient to cover these contributions will be requested through the annual budget process for the Public Works General Fund under the Unincorporated Area Stormwater Program for Fiscal Years 2015-16 through 2018-19.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This authorization will allow the Chief Engineer of the LACFCD or her designee to enter into a Cooperative Agreement substantially similar to the Cooperative Agreement in Enclosure A. The Cooperative Agreement in Enclosure A has been reviewed and approved as to form by County Counsel. This authorization will also allow the Chief Engineer of the LACFCD or her designee and the Director of Public Works or her designee to enter into subsequent Research Implementation Agreements. Pursuant to the Board's delegation of authority, subsequent Research Implementation Agreements will be reviewed and approved as to form by County Counsel prior to execution.

**ENVIRONMENTAL DOCUMENTATION**

The proposed activities are statutorily exempt from CEQA. The proposed agreements with the SMC and associated funding for conducting stormwater-related scientific studies involve feasibility or planning studies for possible future actions which have not been approved, adopted, or funded, and therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. Public Works will return to the Board for approval of any projects recommended as a result of the SMC studies, along with the appropriate environmental documentation.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no adverse impact on current LACFCD or County services or projects.

**CONCLUSION**

Please return an adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER  
Director

GF:ARG:ba

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

1 COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER  
2 MONITORING COALITION

3 THIS AGREEMENT, for purposes of identification numbered D13-014, is made and  
4 entered into this \_\_ day of \_\_\_\_\_, 2014, 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 Long Beach, the City of Los Angeles, the City of San Diego, the Regional Water Quality  
9 Control Board - Los Angeles Region (Los Angeles Regional Board), the Regional Water  
10 Quality Control Board - Santa Ana Region (Santa Ana Regional Board), the Regional  
11 Water Quality Control Board - San Diego Region (San Diego Regional Board), the State  
12 Water Resources Control Board (State Water Board), the California Department of  
13 Transportation (CALTRANS), and the Southern California Coastal Water Research Project  
14 (SCCWRP). These entities are hereinafter sometimes jointly referred to as the  
15 "PARTIES" and individually as "PARTY". The County of Orange, the Los Angeles County  
16 Flood Control District, the County of San Diego, the Ventura County Watershed  
17 Protection District, the Riverside County Flood Control and Water Conservation  
18 District, the San Bernardino County Flood Control District, the City of Long Beach,  
19 the City of Los Angeles, and the City of San Diego are sometimes jointly referred to  
20 as "MUNICIPAL PARTIES". These MUNICIPAL PARTIES with CALTRANS are sometimes referred  
21 to as "FUNDING PARTIES" and individually referred to as "FUNDING PARTY". The Los  
22 Angeles Regional Board, the Santa Ana Regional Board, and the San Diego Regional  
23 Boards are sometimes jointly referred to as "REGIONAL BOARDS."

24 WITNESSETH

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

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

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

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

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

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

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

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

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

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

26 WHEREAS, the County of Orange, Los Angeles County Flood Control District, the  
County of San Diego, the Ventura County Watershed Protection District, the Riverside  
County Flood Control and Water Conservation District, the San Bernardino County Flood  
Control District, the City of Long Beach, the REGIONAL BOARDS, and SCCWRP through

1 Agreement D99-072 identified and prioritized the research needs to begin to develop  
2 the methodologies and assessment tools to understand more effectively the urban  
3 stormwater and non-stormwater (anthropogenic) impacts on receiving waters and  
4 undertook some initial collaborative projects; and,

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

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

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

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

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

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

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

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

3 Section 2. TERM. The term of this AGREEMENT shall commence December 16, 2014  
4 or the date this Agreement is fully executed, whichever is later, and shall continue  
5 until June 30, 2019.

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

20 Section 4. PROGRAM BUDGET AND COSTS.

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



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

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

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

24 The BUDGET MANAGER shall issue and manage contracts for the SMC consistent with  
25 its established policies and procedures, which shall be provided to PARTIES upon  
26 request. The PARTIES shall be notified of the intent to issue contracts to perform the

1 WORK PLAN, shall be permitted to participate in the preparation and review of the  
2 scope of work for such contracts, and to serve on the committee evaluating consultant  
3 qualifications / proposals.

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

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

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

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

23 Section 8. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually  
24 understood and agreed that, merely by entering into this AGREEMENT, the regulatory  
25 responsibilities and obligations of each PARTY are in no manner modified. Any such  
26

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

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

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

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

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

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

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

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

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

21 Section 17. DISPUTE RESOLUTION. The PARTIES desire to resolve as quickly and as  
22 amicably as possible any disputes as to the meaning of any portion of this AGREEMENT,  
23 the validity of any determination or calculation, or the rights or obligations of the  
24 PARTIES pursuant hereto. Therefore, prior to initiation by a PARTY of any litigation  
25 or other proceeding in connection with this AGREEMENT, the PARTIES shall meet and make  
26 good-faith efforts to resolve any such disputes on an informal basis. The PARTY that

1 first raises a claim against other PARTIES in connection with a dispute shall be  
2 responsible for providing written notice to such other PARTIES and thereby initiating  
3 the informal dispute resolution efforts. Such informal efforts may include mediation  
4 of the dispute if agreed to by the PARTIES involved in the dispute. Not sooner than  
5 thirty (30) days after diligent efforts to resolve a dispute have been initiated, if  
6 the PARTIES have been unable to resolve the dispute on such informal basis, any PARTY  
7 involved in the dispute may, in its discretion and after providing written notice to  
8 the other PARTIES that the informal dispute-resolution efforts are being terminated,  
9 proceed to take any and all such action to enforce or protect its rights as permitted  
10 by law and/or this AGREEMENT. If a PARTY initiates informal dispute resolution with  
11 respect to a dispute, any statutory limitation for filing of a court action or  
12 commencement of any other proceeding shall be tolled for a period of days equal to the  
13 number of days that elapsed between delivery of the notice initiating informal dispute  
14 resolution and the notice terminating informal dispute-resolution.

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

18 Section 19. NOTICES. All notices required or desired to be given under this  
19 AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified  
20 mail, return receipt requested or (c) sent by telefacsimile communication followed by  
21 a mailed copy, to the addresses specified below, provided each PARTY may change the  
22 address for notices by giving the other PARTIES at least ten (10) days written notice  
23 of the new address. Notices shall be deemed received when actually received in the  
24 office of the addressee or when delivery is refused, as shown on the receipt of the  
25 U.S. Postal service, or other person making the delivery, except that notices sent by  
26

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

<p>3 4 5 Director, OC Public Works County of Orange 6 P.O. Box 4048 Santa Ana, CA 92702-4048</p>	<p>9370 Chesapeake Dr., Suite 100 San Diego, CA 92123</p>
<p>7 Chief Engineer 8 Los Angeles County Flood Control District 9 Watershed Management Division 900 S. Fremont Ave. Alhambra, CA 91803</p>	<p>Commissioner, Board of Public Works 200 North Spring St, Suite 361 Los Angeles, CA 90012.</p>
<p>10 Director 11 Ventura County W.P. District 800 S. Victoria Ventura, CA 93009-1610</p>	<p>Executive Officer Los Angeles RWQCB 320 W. 4<sup>th</sup> St., Suite 200 Los Angeles, CA 90013 Fax: (213) 576-6640</p>
<p>12 General Manager-Chief Engineer 13 Riverside County FC&amp;WCD 1995 Market St. 14 Riverside, CA 92501</p>	<p>Executive Officer Santa Ana RWQCB 3737 Main St., Suite 500 Riverside, CA 92501 Fax: (951) 781-6288</p>
<p>15 Flood Control Engineer 16 County of San Bernardino FCD 825 E. 3<sup>rd</sup> Street San Bernardino, CA 92415-0835</p>	<p>Executive Officer San Diego RWQCB 2375 Northside Drive, Suite 100 San Diego, CA 92108 Fax: (619) 516-1994 Chief Environmental Engineer CALTRANS MS-27 P.O. Box 942874 Sacramento, CA 94274-0001</p>
<p>17 Asst. Director of Public Works 18 County of San Diego 5510 Overland Ave., Suite 410 San Diego, CA 92123</p>	<p>Executive Director State Water Resources Control Board P.O. Box 100 Sacramento, CA 95812-0100</p>
<p>19 Director of Public Works 20 City Hall, 9th Floor 333 West Ocean Boulevard Long Beach CA 90802</p>	<p>Executive Director SCCWRP 3535 Harbor Blvd. Costa Mesa, CA 92626</p>
<p>21 Director, Transportation &amp; 22 Storm Water Department City of San Diego</p>	

23 Section 209. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in  
24 counterpart and the signed counterparts shall constitute a single instrument.

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

3 COUNTY OF ORANGE

4 A political subdivision of the State of  
5 California

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

By \_\_\_\_\_

7 Chair of the Board of Supervisors

8  
9 Date: \_\_\_\_\_

By \_\_\_\_\_

10 Susan Novak  
11 Clerk of the Board of Supervisors of  
12 Orange County, California

13 APPROVED AS TO FORM  
14 COUNTY COUNSEL

15 By \_\_\_\_\_  
16 Deputy

17 Date: \_\_\_\_\_  
18  
19  
20  
21  
22  
23  
24



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

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

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

By \_\_\_\_\_  
GAIL FARBER, Chief Engineer

APPROVED AS TO FORM:  
MARK J. SALADINO  
County Counsel

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

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



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

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

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

By \_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

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

By \_\_\_\_\_  
Clerk of the Board of Supervisors of  
San Diego County, California

APPROVED AS TO FORM  
COUNTY COUNSEL

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

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

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

VENTURA COUNTY WATERSHED PROTECTION DISTRICT  
A body corporate and politic

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

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

ATTEST:

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

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

APPROVED AS TO FORM  
COUNTY COUNSEL

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

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

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

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

RECOMMENDED FOR APPROVAL

By \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA WALLS  
County Counsel

ATTEST:  
KEICIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
NEAL KIPNIS  
Assistant County Counsel

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
A body corporate and politic

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

By: \_\_\_\_\_  
JANICE RUTHERFORD,  
Chair, Board of Supervisors  
Acting as the Governing Body of the District

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

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

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

APPROVED AS TO LEGAL FORM  
JEAN-RENE BASLE  
County Counsel

By: \_\_\_\_\_  
MITCHELL L.NORTON  
Deputy County Counsel

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

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

CITY OF LONG BEACH

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

By \_\_\_\_\_  
Mayor

ATTEST:

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

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

APPROVED AS TO FORM  
CITY ATTORNEY

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

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

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

CITY OF LOS ANGELES

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

By \_\_\_\_\_  
Commissioner, Board of Public Works

ATTEST:

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

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

APPROVED AS TO FORM  
CITY ATTORNEY

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

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

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

CITY OF SAN DIEGO

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

By \_\_\_\_\_  
Mayor

ATTEST:

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

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

APPROVED AS TO FORM  
DEPUTY CITY ATTORNEY

By \_\_\_\_\_  
Deputy City Attorney

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



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

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

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

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

APPROVED AS TO FORM:

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

DRAFT

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

REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

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

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

APPROVED AS TO FORM:

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

DRAFT

REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

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

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

APPROVED AS TO FORM:

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

DRAFT

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

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

STATE WATER RESOURCES CONTROL BOARD

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

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the State Water Resources  
Control Board

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

CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the California Department of  
Transportation (CALTRANS)

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

SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

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

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

STEPHEN B. WEISBERG  
Executive Director

DRAFT

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

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

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

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

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

3. SMC Regional Monitoring Program Implementation – Project Lead SCCWRP

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

4. SMC Workplan Administration – Project Lead SCCWRP

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

5. SCCWRP Administrative Costs

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

1 **BUDGET**

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

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

15 \*5% charge based on project participation

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

17 **Total Budget \$223,728.45**



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

DRAFT

1 D:\Chris\Agreement D13-xxx\Southern California SMC fifth draft 9-9-14.doc

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

DRAFT