

COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER
MONITORING COALITION

THIS AGREEMENT, for purposes of identification numbered D06-049, is made and entered into this 4 day of June, 2008, by and between the County of Orange, the County of Los Angeles, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach, the City of Los Angeles, the Regional Water Quality Control Board, Los Angeles Region, the Regional Water Quality Control Board, Santa Ana Region, the Regional Water Quality Control Board, San Diego Region, the State Water Resources Control Board (State Water Board), the California Department of Transportation, and the Southern California Coastal Water Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY". The County of Orange, the County of Los Angeles, 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 and the City of Los Angeles are sometimes jointly referred to as "MUNICIPAL PARTIES".

WITNESSETH

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

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

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

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 State Water Board has established a Surface Water Ambient
14 Monitoring Program to integrate existing water quality monitoring activities of the
15 State Water Board and the Regional Water Quality Control Boards, and to coordinate
16 with other monitoring programs; and,

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

22 WHEREAS, the County of Orange, the County of Los Angeles, the County of San
23 Diego, the Ventura County Watershed Protection District, the Riverside County Flood
24 Control and Water Conservation District, the San Bernardino County Flood Control
25 District, the City of Long Beach, the Regional Water Quality Control Board, Los
26 Angeles Region, the Regional Water Quality Control Board, Santa Ana Region, the
Regional Water Quality Control Board, San Diego Region, and SCCWRP through Agreement
D99-072 identified and prioritized the research needs to begin to develop the
methodologies and assessment tools to understand more effectively urban stormwater and

1 non-stormwater (anthropogenic) impacts on receiving waters and undertook some initial
2 cooperative projects; and,

3 WHEREAS, Agreement D99-072 after five years has expired and many of the
4 scientific and technical tools for stormwater program implementation, assessment and
5 monitoring remain not fully developed; and,

6 WHEREAS, the PARTIES desire to continue the work started under Agreement D99-072
7 for an additional five year period and to expand the number of participants to include
8 the City of Los Angeles, the State Water Board, and the California Department of
9 Transportation; and,

10 WHEREAS, the PARTIES agree that some monies currently directed to NPDES
11 compliance monitoring by the MUNICIPAL PERMITTEES and the California Department of
12 Transportation may be appropriately directed to cooperative efforts to develop these
13 needed scientific and technical tools:

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

15 Section 1. PURPOSE. This AGREEMENT is entered into for the purpose of
16 continuing the implementation of the cooperative Stormwater Research Needs Program
17 ("PROGRAM") in southern California that was developed under Agreement D99-072. The key
18 focus of the PROGRAM is to develop scientific and technical tools for stormwater
19 program implementation, assessment and monitoring that are currently not fully
20 developed and, as a result, impede effective stormwater management. Separate,
21 subsequent research implementation agreements ("SUBSEQUENT RESEARCH IMPLEMENTATION
22 AGREEMENTS") will be entered into to fund recommended cooperative research/monitoring
23 projects.

24 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and
25 execution of this document by the last signatory to this AGREEMENT and shall continue
26 for a period of five (5) years from that date.

Section 3. STORMWATER MONITORING COALITION. The Program shall be overseen by the
southern California Stormwater Monitoring Coalition ("SMC") Steering Committee. Each
PARTY shall appoint a member and an alternate to the SMC Steering Committee. The
members shall elect a chair to serve a one-year term. The SMC Steering Committee shall

1 meet from time to time upon the request of the chair, but at least every six months.

2 The SMC Steering Committee shall be responsible for the preparation and oversight of
3 SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS to fund recommended research studies.

4 The SMC Steering Committee shall prepare an annual report for the PARTIES by October 1
5 of each year, describing the progress made in the prior year ending June 30.

6 Section 4. SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS. Implementation of the
7 PROGRAM shall be accomplished through SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS,
8 which shall be prepared by the SMC Steering Committee. These agreements shall
9 designate a lead agency and shall identify funding sources sufficient to complete the
10 research study. The PARTIES to this AGREEMENT as well as other parties not signatory
11 to this AGREEMENT may, by written agreement, become parties to these SUBSEQUENT
12 RESEARCH IMPLEMENTATION AGREEMENTS. Parties to these SUBSEQUENT RESEARCH
13 IMPLEMENTATION AGREEMENTS may provide funding or other in-kind resources. Each of
14 these SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS will be submitted for approval to
15 the appropriate governing board and/or official with authority to enter into contracts
16 and are not binding on the parties to that agreement until so approved.

17 Section 5. GRANTS. All PARTIES, excepting the State Water Board and the Regional
18 Water Quality Control Boards, shall use their best efforts to obtain grants to
19 supplement the funding for the SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS.

20 Section 6. 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 written
23 amendment as parties to this AGREEMENT pursuant to Section 8.

24 Section 7. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually
25 understood and agreed that, merely by entering into this AGREEMENT, the regulatory
26 responsibilities and obligations of each PARTY are in no manner modified. Any such
responsibilities and obligations remain the same, while this AGREEMENT is in force, as
they were before this AGREEMENT was made.

1 Section 8. AMENDMENT. This AGREEMENT may be amended upon the written approval of
2 all of the PARTIES.

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

10 Section 10. TERMINATION. Any PARTY wishing to terminate its participation in
11 this AGREEMENT shall provide ninety (90) days written notice to all the other PARTIES
12 of its intent to withdraw. Such termination shall be effective ninety (90) days after
13 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION").
14 The remaining PARTIES may continue in the performance of the terms and conditions of
15 this AGREEMENT or may elect to terminate this AGREEMENT.

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

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

26 Section 13. ENTIRE AGREEMENT. This AGREEMENT is intended by the PARTIES as a
final expression of their agreement and intended to be a complete and exclusive
statement of the agreement and understanding of the PARTIES hereto in respect of the

subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This AGREEMENT supersedes all prior agreements and understandings between the PARTIES with respect to such matter.

Section 14. SEVERABILITY. If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

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

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

Director, RDMD
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

Director
Ventura County W.P. District
800 S. Victoria
Ventura, CA 93009-1610

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

Director, Dept of Public Works
San Bernardino Flood Control
District
825 E. 3rd Street
San Bernardino, CA 92415-0835

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

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

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

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

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

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

Executive Director
State Water Resources Control
Board
P.O. Box 100
Sacramento, CA 95812-0100

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

Executive Director
SCCWRP
7171 Fenwick Lane
Westminster, CA 92683

Section 18. 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:

COUNTY OF ORANGE

A political subdivision of the State of
California

Date: 8.30-07

By Bob Wilson
Director
Resources & Development Management Department

APPROVED AS TO FORM
COUNTY COUNSEL

By [Signature]
Deputy

Date: 8/15/2007

COUNTY OF LOS ANGELES
A political subdivision of the State of
California, acting on behalf of the Los Angeles
County Flood Control District

Date: JUN 04 2008

By *Gloria B. Bunker*
Chair, Board of Supervisors



Date: JUN 04 2008

ATTEST:

By *Shirley A. Hamai*
Deputy
Clerk of the Board of Supervisors of
County of Los Angeles, California

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By *Raymond G. Fortner, Jr.*
Deputy

Date: 5-20-08

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

4 6 JUN 4 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN
CALIFORNIA STORMWATER MONITORING COALITION – Agreement D06-049

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the County of San Diego

Date: 8/17/2007

Signature 

Printed Name John L. Snyder

Title Director of Department of Public Works

Approved as to Form

County Counsel

Date 8/13/07

Signature 

Printed Name Mary Jo Lanzafame

Title Senior Deputy County Counsel



VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic

Date:

2/6/2007

By

Linda Parker

Chair of the Board of Supervisors of the
Ventura County Watershed Protection District

ATTEST:

Date:

2/6/2007

By

Kathryn Price

Deputy

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:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By 
MARION ASHLEY, Chairman
Riverside County Flood Control
and Water Conservation District

Deputy

(SEAL)

APPROVED AS TO FORM:

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk of the Board


By 
DAVID HUFF
Deputy County Counsel

By 
Deputy

JUL 17 2007 11.0


SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

Date: JUL 17 2007
07-571

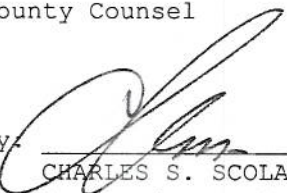
By: 
PAUL BIANE,
Chairman, Board of Directors

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

Dena M. Smith
Clerk of the Board of Directors
San Bernardino County Flood Control District

By: 
Deputy

APPROVED AS TO LEGAL FORM
RUTH E. STRINGER
County Counsel

By: 
CHARLES S. SCOLASTICO
Deputy County Counsel

Date: 7.5.07



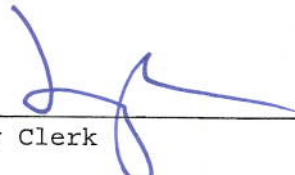
CITY OF LONG BEACH

1
2
3
4 Date: 9/20/07

By 
City Manager

7 ATTEST:

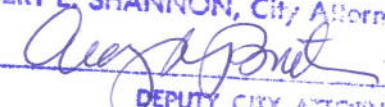
8
9 Date: 9-24-2007

By 
City Clerk

10 APPROVED AS TO FORM
11 CITY ATTORNEY

12
13 By 
Deputy

14
15 Date: 8-20-07

APPROVED AS TO FORM
9-25, 2007
ROBERT E. SHANNON, City Attorney
By 
DEPUTY CITY ATTORNEY

CITY OF LOS ANGELES

Date:

11/20/07

By

Cynthia Ruiz
Cynthia Ruiz, President, Board of Public Works

ATTEST:

Date:

5.30.08

By

Vera Mendez
~~_____~~ Deputy City Clerk
Karen E. Kalfayan, City Clerk

APPROVED AS TO FORM
ROCKARD J. DELGADILLO, CITY ATTORNEY

C-113492



By


Keith Pritsker
Keith Pritsker, Deputy City Attorney

Date:

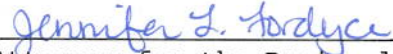
11/20/07

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

Date: 7-11-07

By:  _____
Executive Officer

APPROVED AS TO FORM:

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

REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

Date:

6/28/07

By:


Executive Officer

APPROVED AS TO FORM:

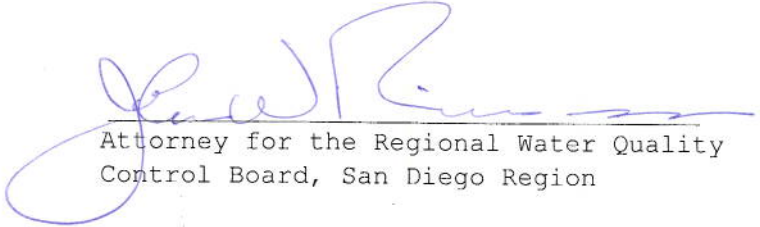
Attorney for the Regional Water Quality
Control Board, Santa Ana Region

REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

Date: 9/7/07

By: 
Executive Officer

APPROVED AS TO FORM:


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

STATE WATER RESOURCES CONTROL BOARD

Date: 6.22.07

By: Dowdy Rra
Executive Director

APPROVED AS TO FORM:

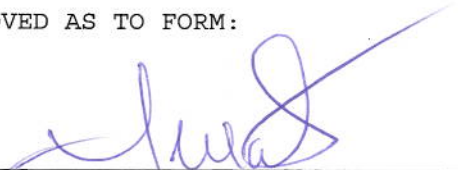
W. P. Carr 6/28/07
Attorney for the State Water Resources
Control Board

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

SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

Date:

5/7/07

By:

STEPHEN B. WEISBERG

Executive Director