

SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENT TO DEVELOP QUALITY ASSURANCE GUIDANCE FOR THE CERIODAPHNIA DUBIA REPRODUCTION TEST

THIS AGREEMENT, for purposes of identification numbered D17-xxx, is made and entered into this ___ day of _____, 2017, by and between the County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Los Angeles, the City of Long Beach, the California Department of Transportation the California Regional Water Quality Control Board, Los Angeles Region, the California Regional Water Quality Control Board, Santa Ana Region, the California Regional Water Quality Control Board, San Diego Region, and the Southern California Coastal Water Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY". The County of Orange, Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Los Angeles, the City of Long Beach and the California Department of Transportation are sometimes jointly referred to as "MUNICIPAL PARTIES" and together with SCCWRP are sometimes jointly referred to as "FUNDING PARTIES".

WITNESSETH

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

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

1 WHEREAS, in southern California NPDES stormwater permits have been issued by the
2 Los Angeles, San Diego and Santa Ana Regional Water Quality Control Boards in the
3 counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura
4 naming the counties, cities and flood control/watershed protection districts as co-
5 permittees; and,

6 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES have
7 requirements for extensive monitoring and encourage inter-jurisdictional cooperation
8 in monitoring; and,

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

13 WHEREAS, all of the PARTIES, except Los Angeles County Flood Control District,
14 have agreed through Agreement D13-014 dated January 15, 2016 to collaborate on a
15 cooperative research/monitoring program to develop methodologies and assessment tools
16 to more effectively understand urban stormwater and non-stormwater (anthropogenic)
17 impacts to receiving waters and to conduct research/monitoring through Subsequent
18 Research Implementation Agreements between interested PARTIES; and,

19 WHEREAS, Agreement D13-014 recognizes that other parties, not signatory to the
20 Agreement may, by written agreement, become parties to these Subsequent Research
21 Implementation Agreements; and,

22 WHEREAS, many of the scientific and technical tools for stormwater program
23 implementation, assessment and monitoring remain not fully developed; and,

24 WHEREAS, the PARTIES conducted a Toxicity Laboratory Intercalibration Study
25 which concluded that toxicity testing could lead to highly variable results

26 WHEREAS, the PARTIES have identified that further work is needed to improve the
quality of the toxicity testing. The work is hereinafter referred to as the TOXICITY
QUALITY ASSURANCE GUIDANCE; and,

1 WHEREAS, the cost of the TOXICITY QUALITY ASSURANCE GUIDANCE is \$XXX,000 and
2 will be shared by the FUNDING PARTIES according to the cost allocations set forth in
3 Exhibit B, which is attached hereto and made a part hereof; and,

4 WHEREAS, SCCWRP has agreed to manage the TOXICITY QUALITY ASSURANCE GUIDANCE on
5 behalf of the PARTIES.

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

7 Section 1. PURPOSE. This AGREEMENT is entered into as a Subsequent Research
8 Implementation Agreement, pursuant to Agreement D13-014, for the purpose of conducting
9 the TOXICITY QUALITY ASSURANCE GUIDANCE as described in Exhibit A.

10 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and
11 execution of this document by the last signatory to this AGREEMENT and shall continue
12 for a period of up to two (2) years from that date, or until completion of the Scope
13 of Work, whichever occurs first.

14 Section 3. TOXICITY QUALITY ASSURANCE GUIDANCE. SCCWRP is designated as the
15 Lead Agency for conducting the TOXICITY QUALITY ASSURANCE GUIDANCE. As Lead Agency,
16 SCCWRP shall coordinate all portions of the scope of work described in Exhibit A of
17 this AGREEMENT, collect funds from the FUNDING PARTIES, provide progress reports to
18 the Steering Committee, established by Agreement D13-014 comprising one representative
19 from each signatory, on the work completed and the monies expended, and perform other
20 administrative functions necessary to ensure the update of the TOXICITY QUALITY
21 ASSURANCE GUIDANCE. Exhibit A is attached hereto and made a part hereof.

22 Section 4. FUNDING. Exhibit B describes the estimated cost share
23 allocations for the FUNDING PARTIES for conducting the TOXICITY QUALITY ASSURANCE
24 GUIDANCE. Exhibit B is attached hereto and made a part hereof.

25 Section 5. PAYMENT. The FUNDING PARTIES will each make the payment of their cost
26 share allocation, identified in Exhibit B of this AGREEMENT, to SCCWRP within ninety
(90) days of the effective date of this AGREEMENT.

1 Within 60 days of completion of the work described in Exhibit A of this
2 AGREEMENT, SCCWRP shall provide a final written accounting of expenditures to each of
3 the FUNDING PARTIES for conducting the TOXICITY QUALITY ASSURANCE GUIDANCE. If the
4 expenditures are less than the cost share payments made by the FUNDING PARTIES, SCCWRP
5 shall reimburse to each PARTY its prorated share of the excess within forty-five (45)
6 days of the final accounting.

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

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

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

20 Section 9. TERMINATION. Any PARTY wishing to terminate its participation in this
21 AGREEMENT shall provide ninety (90) days prior written notice to all the other PARTIES
22 of its intent to withdraw. Such termination shall be effective ninety (90) days after
23 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION"). If the
24 terminating PARTY is a FUNDING PARTY, the terminating PARTY shall continue to be
25 responsible for its share of the financial obligations incurred, as described in
26 Exhibit B to this AGREEMENT, up to the EFFECTIVE DATE OF TERMINATION. The remaining
PARTIES may continue in the performance of the terms and conditions of this AGREEMENT

1 on the basis of a revised allocation of the costs in Exhibit B pursuant to Section 7
2 of this AGREEMENT or may elect to terminate the AGREEMENT.

3 Notwithstanding the above, if the terminating PARTY is SCCWRP, the agreement
4 will automatically terminate on the EFFECTIVE DATE OF TERMINATION. Within 60 days of
5 the EFFECTIVE DATE OF TERMINATION, SCCWRP shall provide all work products completed, a
6 final written accounting and reimbursement of any unexpended funds to the PARTIES.

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

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

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

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

24 Section 14. ENTIRE AGREEMENT. Except as stated in Agreement D13-014, this
25 AGREEMENT is intended by the PARTIES as a final expression of their agreement and is
26 intended to be a complete and exclusive statement of the agreement and understanding

1 of the PARTIES hereto in respect of the subject matter contained herein and supersedes
2 all prior agreements and understandings between the PARTIES with respect to such
3 matter. There are no restrictions, promises, warranties or undertakings, other than
4 those set forth or referred to herein.

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

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

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

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

26 Director of Public Works
Los Angeles County FCD
Watershed Management Division
900 S. Fremont Ave.
Alhambra, CA 91803

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

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

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

Asst. Director of Public Works
County of San Diego
5201 Ruffin Road, Suite P
San Diego, CA 92123

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

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

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

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

Executive Director
SCCWRP
3535 Harbor Blvd
Costa Mesa, CA 92626

Section 18. OWNERSHIP OF DOCUMENTS. Upon completion of each written task deliverable described in Exhibit A of this AGREEMENT, SCCWRP shall provide each of the PARTIES with a copy of the work product. The PARTIES, individually or jointly, shall not be limited in any way in their use of all data in the work product, including but not limited to reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, provided that any such use not within the purposes of this AGREEMENT shall be at the sole risk of the PARTY making that use.

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

3 Section 20. EFFECTIVE DATE. This AGREEMENT shall become effective upon the last
4 date of signature by a PARTY.

5
6 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates
7 opposite their respective signatures:

8 COUNTY OF ORANGE

9 A political subdivision of the State of
10 California

11 Date: _____

12 By _____
Interim Director, OC Public Works

13
14 APPROVED AS TO FORM
15 COUNTY COUNSEL

16 By _____
17 Deputy

18 Date: _____
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

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

Date: _____

By _____
Chief Engineer

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
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 _____
Director, Purchasing and Contracting

ATTEST:

Date: _____

By _____
Director of Public Works

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:

WARREN D. WILLIAMS
General Manager-Chief Engineer

APPROVED AS TO FORM:

JOE S. RANK
County Counsel

By _____
DAVID H.K. Huff
Deputy County Counsel

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

By _____
JOHN A. TAVAGLIONE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

Draft June 27, 2017

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

NANCY ROMERO
Clerk of the Board

Date: _____

By _____
Deputy

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

Date: _____

By: _____
PAUL BIANE,
Chairman, Board of Supervisors
Acting as the Governing Body of the District

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

DENA SMITH
Clerk of the Board of Supervisors of the County
of San Bernardino

By: _____
Deputy

APPROVED AS TO LEGAL FORM
RONALD D. REITZ
County Counsel

1 By: _____
CHRISTOPHER MARSHALL
2 Deputy County Counsel

3 Date: _____
4

5

6

7

8

9

10

11

12

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

13

14

Date: _____

By: _____
Executive Officer

15

16

APPROVED AS TO FORM:

17

18

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

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

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

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, SAN DIEGO REGION

Date: _____

By: _____
Executive Officer

APPROVED AS TO FORM:

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

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

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