COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER MONITORING COALITION

THIS AGREEMENT, for purposes of identification numbered MA-080-19010685, is made

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and entered into this 28 day of June, 2019, 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 Long Beach, the City of Los Angeles, the City of San Diego, the Regional Water Quality Control Board - Los Angeles Region (Los Angeles Regional Board), the Regional Water Quality Control Board - Santa Ana Region (Santa Ana Regional Board), the Regional Water Quality Control Board - San Diego Region (San Diego Regional Board), the State Water Resources Control Board (State Water Board), the California Department of Transportation (CALTRANS), 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 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 City of Los Angeles, and the City of San Diego are sometimes jointly referred to as "MUNICIPAL PARTIES". These MUNICIPAL PARTIES with CALTRANS are sometimes referred to as "FUNDING PARTIES" and individually referred to as "FUNDING PARTY". The Los Angeles Regional Board, the Santa Ana Regional Board, and the San Diego Regional Boards are sometimes jointly referred to as "REGIONAL BOARDS."

WITNESSETH

WHEREAS, Section 402(p) of the Clean Water Act (33 U.S.C. 1342(p)) contains 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)

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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 REGIONAL BOARDS in the respective counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura naming the counties, cities and flood control/watershed protection districts as co-permittees; and,

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

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

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

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

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

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

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

May 2018

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

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

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

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

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

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

WHEREAS, the PARTIES agree that some monies currently directed to NPDES compliance monitoring by the MUNICIPAL PERMITTEES and CALTRANS may be appropriately directed to cooperative efforts to develop these needed scientific and technical tools 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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California that was updated under Agreement D13-014. The key focus of the PROGRAM is to develop scientific and technical tools for stormwater program implementation, assessment, and monitoring that are currently not fully developed or require updating and, as a result, impede effective stormwater management.

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

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

Section 4. PROGRAM BUDGET AND COSTS.

a. In the first year of the Agreement the SMC Steering Committee shall develop a

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

following fiscal year that starts the following July 1. The BUDGET and WORK

PLAN shall contain an estimate of all planned expenditures, an estimate of the

payment required from each FUNDING PARTY for the following fiscal year based on

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.

- b. The funding shares for projects identified in the BUDGET and WORK PLAN shall be equal for each FUNDING PARTY who chooses to participate, except for the City of Long Beach, which shall pay a half funding share for each project.
- c. The maximum BUDGET shall be one hundred thousand dollars (\$100,000) per fiscal year individually for each FUNDING PARTY.
- d. The FUNDING PARTIES included in the BUDGET and WORKPLAN shall be permitted to review and approve the BUDGET for the forthcoming year. Written approval of the annual BUDGET and WORKPLAN shall be affirmative written responses provided by at least seven of the nine FUNDING PARTIES (or at least seventy-five percent of FUNDING PARTIES if fewer than nine FUNDING PARTIES participate).
- e. Research studies that cannot be accommodated under the current BUDGET of that fiscal year shall be accomplished through RESEARCH IMPLEMENTATION AGREEMENTS, which shall be prepared by the SMC Steering Committee. These RESEARCH IMPLEMENTATION AGREEMENTS shall designate a lead PARTY or other agency to manage the research study and shall identify funding sources sufficient to complete the research study. The PARTIES to this AGREEMENT, as well as other entities not signatory to this AGREEMENT, may, by written agreement, become parties to these RESEARCH IMPLEMENTATION AGREEMENTS. Parties to these 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.

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

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

The BUDGET MANAGER shall issue and manage contracts for the SMC consistent with its established policies and procedures, which shall be provided to FARTIES upon

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25 26 request. The PARTIES shall be notified of the intent to issue contracts to perform the WORK PLAN, shall be permitted to participate in the preparation and review of the scope of work for such contracts, and to serve on the committee evaluating consultant qualifications / proposals.

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

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

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

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

Section 8. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually understood and agreed that, merely by entering into this AGREEMENT, the regulatory

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.

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

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

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

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

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

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

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

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

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

Section 16. 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 17. DISPUTE RESOLUTION. The PARTIES desire to resolve as quickly and as amicably as possible any disputes as to the meaning of any portion of this AGREEMENT, the validity of any determination or calculation, or the rights or obligations of the

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 the informal dispute resolution efforts. Such informal efforts may include mediation 6 7 of the dispute if agreed to by the PARTIES involved in the dispute. Not sooner than thirty (30) days after diligent efforts to resolve a dispute have been initiated, if 8 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 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 by law and/or this AGREEMENT. If a PARTY initiates informal dispute resolution with respect to a dispute, any statutory limitation for filing of a court action or commencement of any other proceeding shall be tolled for a period of days equal to the number of days that elapsed between delivery of the notice initiating informal dispute resolution and the notice terminating informal dispute-resolution.

Section 18. 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 19. 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

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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 telefacsimile communication shall be deemed received on the first business day 5 following delivery. Director, OC Public Works San Diego, CA 92123 6 County of Orange Commissioner, Board of Public P.O. Box 4048 Santa Ana, CA 92702-4048 Works 7 200 North Spring St, Suite 361 Los Angeles, CA 90012 Chief Engineer 8 Los Angeles County Flood Executive Officer Control District 9 Stormwater Quality Division Los Angeles RWQCB 900 S. Fremont Ave. 320 W. 4th St., Suite 200 10 Alhambra, CA 91803 Los Angeles, CA 90013 Fax: (213) 576-6640 Director 11 Executive Officer Ventura County W.P. District 800 S. Victoria Santa Ana RWQCB 12 3737 Main St., Suite 500 Ventura, CA 93009-1610 Riverside, CA 92501 13 Fax: (951) 781-6288 General Manager-Chief Engineer Riverside County FC&WCD 14 1995 Market St. Riverside, CA 92501 15 Flood Control Engineer 100 County of San Bernardino FCD 16 825 E. 3rd Street San Bernardino, CA 92415-0835 17 Asst. Director of Public Works 18 County of San Diego 5510 Overland Ave., Suite 410

San Diego, CA 92123

City Hall, 9th Floor

Beach, CA 90802

City of San Diego

Director of Public Works

411 W. Ocean Boulevard, Long

Director, Transportation &

9370 Chesapeake Dr., Suite 100

Storm Water Department

Executive Officer San Diego RWQCB 2375 Northside Drive, Suite San Diego, CA 92108 Fax: (619) 516-1994

Chief Environmental Engineer CALTRANS MS-27 P.O. Box 942874 Sacramento, CA 94274-0001

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

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:

May 2018

Date: 5/30

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Ву: _

Shaila Chowdhury, Chief Environmental Engineer Division of Environmental Analysis

APPROVED AS TO FORM:

Attorney for the California Department of Transportation (CALTRANS)

May 2018

		rigicolicite No.
1		CITY OF LONG BEACH
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4	Date:	ByCity Manager
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7		ATTEST:
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9	Date:	Ву
10		City Clerk
	APPROVED AS TO FORM	
11	CITY ATTORNEY	
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13	Ву	
14	Deputy	
	Date:	
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17	APPROVED AS TO FORM 6-20, 20 19	
18	CHARLES PARKIN, City Attorney	
19	31 (Par A)VI)	
	AMP R WEBBER	
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		Agreement No. MA-080-190106
1		CITY OF LOS AMGELES
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4	Date: 4/30/19	By
5		Enrique C Zaldivar Director and General Manager, LASAN
6	10/2/19	By ein mey
7 8	Date:	Kevin James, President, Board of Public Works
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10		ATTEST:
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12	Date: 10/4/19	By Mehael Valohin Deputy City Clerk
13	APPROVED AS TO FORM	C-134150
14	CITY ATTORNEY	
15 16	By Clove Op	entand.
17	Deputy City Attorney	
18	Date: 10/2/19	
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CITY OF SAN DIEGO

Date: 22 May 1010

Director, Purchasing & Contracting

APPROVED AS TO FORM DEPUTY CITY ATTORNEY

Deputy City Attorney

Date: 29 May 2019

Araft May 2018

COUNTY OF ORANGE

A political subdivision of the State of California

Вv

Chairwoman of the Board of Supervisors

Clerk of the Board of Supe Orange County, California ്റെ

APPROVED AS TO FORM COUNTY COUNSEL

Date: 5-21-19

By Deputy

Date: 51717

Director of Public Work

COUNTY OF SAN DIEGO

California

A political subdivision of the State of

RICHARD E. CROMPTON

APPROVED AS TO FORM COUNTY COUNSEL

Date: 5/2///9

Senior Deputy County Counsel Thomas Deak

Agreement No. MA-080-19010685

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

FOR Mark Pestrella, Piet Englicer

APPROVED AS TO FORM: Mary C. Wickham County Counsel

By Deputy

Date: 6-19-19

May 2018

1 RECOMMENDED FOR APPROVAL: 2 3 JASON E 4 General Manager-Chief Engineer 5 APPROVED AS TO FORM: 6 GREGORY P. PRIAMOS County Counsel 8 Ву 9 AARON C. Deputy County Counsel 10 3-5-19 Date 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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

By Karen Spiegel, Chairwonan

Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA HARPER Clerk of the Board

By Authority
Deputy

Date MAR 1 9 2019

1 SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT 2 A body corporate and politic 3 4 Date: By: 5 CURT HAGMAN Chair, Board of Supervisors 6 Acting as the Governing Body of the District 7 8 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF 9 THE BOARD: 10 Laura H. Welch Clerk of the Board of Supervisors of the County 11 of San Bernardino 12 13 14 APPROVED AS TO LEGAL FORM MICHELLE BLAKEMORE 15 County Counsel 16 17 SOPHIE AKINS 18 Deputy County Counsel 19 Date: 20 21 22 23 24

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May 2018

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SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

STEPHEN B. WEISBERG Executive Director

VENTURA COUNTY WATERSHED PROTECTION DISTRICT A body corporate and politic

Glenn Shephard, Director

Ventura County Watershed Protection District

APPROVED AS TO FORM

COUNTY COUNSEL

Assistant County Counsel

Date: 3/4/19

Bv.

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

Executive Offi

APPROVED AS TO FORM:

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

REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

Date: 26 November 2018

APPROVED AS TO FORM:

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

P_ft May 2018

Date: 2/4/19

REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

APPROVED AS TO FORM:

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

Agreement No. MA-080-19010685

STATE WATER RESOURCES CONTROL BOARD

Date:

By: Lileen Sobeck, Executive Director

APPROVED AS TO FORM:

Michael A.M. Lauffer Chief Counse