Agreement No. MA-080-19010685 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) 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,

Agreement No. MA-080-19010685 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 Agreement D99-072 identified and prioritized the research needs to begin to develop the methodologies and assessment tools to understand more effectively the urban

Agreement No. MA-080-19010685 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,

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2006; and,

through June 4, 2013; 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

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 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,

Agreement No. MA-080-19010685 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.

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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

Agreement No. MA-080-19010685 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.

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.

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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 PARTIES upon 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.

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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.

Agreement No. MA-080-19010685 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

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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 PARTIES pursuant hereto. Therefore, prior to initiation by a PARTY of any litigation or other proceeding in connection with this AGREEMENT, the PARTIES shall meet and make good-faith efforts to resolve any such disputes on an informal basis. The PARTY that first raises a claim against other PARTIES in connection with a dispute shall be responsible for providing written notice to such other PARTIES and thereby initiating the informal dispute resolution efforts. Such informal efforts may include mediation 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

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the PARTIES have been unable to resolve the dispute on such informal basis, any PARTY 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, 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 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, OC Public Works 900 S. Fremont Ave.
County of Orange Alhambra, CA 91803
P.O. Box 4048

Santa Ana, CA 92702-4048

Director

Ventura County W.P. District

Chief Engineer

Los Angeles County Flood

Control District

Director

Ventura, CA 93009-1610

Watershed Management Division General Manager-Chief Engineer

	Riverside County FC&WCD	Agreement No. MA-080-1901068 320 W. 4 th St., Suite 200
1	1995 Market St.	Los Angeles, CA 90013
	Riverside, CA 92501	Fax: (213) 576-6640
2		
	Flood Control Engineer	Executive Officer
3	County of San Bernardino FCD	Santa Ana RWQCB
Ĭ	825 E. 3 rd Street	3737 Main St., Suite 500
4	San Bernardino, CA 92415-0835	Riverside, CA 92501
4		Fax: (951) 781-6288
_	Asst. Director of Public Works	
5	County of San Diego	Executive Officer
	5510 Overland Ave., Suite 410	San Diego RWQCB
6	San Diego, CA 92123	2375 Northside Drive, Suite
		100
7	Director of Public Works	San Diego, CA 92108
.	City Hall, 9th Floor	Fax: (619) 516-1994
8	333 West Ocean Boulevard	
0	Long Beach CA 90802	Chief Environmental Engineer
_		CALTRANS MS-27
9	Director, Transportation &	P.O. Box 942874
	Storm Water Department	Sacramento, CA 94274-0001
10	City of San Diego	
	9370 Chesapeake Dr., Suite 100	Executive Director
11	San Diego, CA 92123	State Water Resources Control
		Board
12	Commissioner, Board of Public	P.O. Box 100
12	Works	Sacramento, CA 95812-0100
	200 North Spring St, Suite 361	
13	Los Angeles, CA 90012.	Executive Director
		SCCWRP
14	Executive Officer	3535 Harbor Blvd.
	Los Angeles RWQCB	Costa Mesa, CA 92626
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.	Section 20. EXECUTION OF AGREEMENT.	This AGREEMENT may be executed in
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17	counterpart and the signed counterparts shall c	onstitute a single instrument.
	IN WITNESS WHEREOF, the PARTIES hereto ha	
18	IN WITHERD WIEREDT, CHC TAKTIED HOTOCO Ha	ve executed this Adribnent on the date
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19	opposite their respective signatures.	
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Agreement No. MA-080-1901068	Agreement	No.	MA-080-	1901	.0685
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A political subdivision of the State of California

Ву

Chairwoman of the Board of Supervisors

By_

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

APPROVED AS TO FORM COUNTY COUNSEL

By Deputy

Date: _____

Date: 3 9 9

		Agreement No. MA-080-19010685
1		A body corporate and politic of the State of California
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3	Date:	By
4		ByXXXX, Chief Engineer
5	APPROVED AS TO FORM:	
6	XXXx County Counsel	
7	County Counsel	
8	By	-
9	Deputy	
10	Date:	•
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1		COUNTY OF SAN DIEGO A political subdivision of the State of California
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4	Date:	ByChairman of the Board of Supervisors
5		charman of the board of Supervisors
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7		ATTEST:
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9	Date:	Ву
10		Clerk of the Board of Supervisors of
11	APPROVED AS TO FORM	San Diego County, California
	COUNTY COUNSEL	
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13	Ву	
14	Deputy	
15	Date:	
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1		Agreement No.MA-080-19010685 VENTURA COUNTY WATERSHED PROTECTION DISTRICT A body corporate and politic
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3	Data	D
4	Date:	Chair of the Board of Supervisors of the
5		Ventura County Watershed Protection District
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7		ATTEST:
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9	Date:	By By
10		Ventura County, California and ex-officio Clerk of the Board of the Ventura County
11		Watershed Protection District
12	APPROVED AS TO FORM COUNTY COUNSEL	
13	COUNTY COUNSEL	
14	Ву	
15	By Deputy	
16	Date:	
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24		RIVERSIDE COUNTY FLOOD CONTROL
25	RECOMMENDED FOR APPROVAL:	AND WATER CONSERVATION DISTRICT A body corporate and politic
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Agreement No. MA-080-19010685

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	XXXX	XXXX, Chairman
3	General Manager-Chief Engineer	Riverside County Flood Control and Water Conservation District Board of Supervisors
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5	APPROVED AS TO FORM:	ATTEST:
	xxxx	xxxxx
6	County Counsel	Clerk of the Board
7	Ву	Ву
8	XXXX	De puty
0	Assistant County Counsel	
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		SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT A body corporate and politic
25		A body corporate and politic

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Date:	By:
	XXXXX, 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:
	xxxxx
	Clerk of the Board of Supervisors of the County of San Bernardino
	01 2011 201101 41110
	By:
APPROVED AS TO LEGAL FORM	Deputy
XXXX County Counsel	
	
Deputy County Counsel	
Date:	
	APPROVED AS TO LEGAL FORM XXXX County Counsel By: XXX Deputy County Counsel

1 2		CITY OF LONG BEACH
3 4 5	Date:	By Mayor
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7		ATTEST:
9	Date:	ByCity Clerk
10 11	APPROVED AS TO FORM CITY ATTORNEY	
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13 14	By Deputy	
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1 2		CITY OF LOS ANGELES
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5	Date:	ByCommissioner, Board of Public Works
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9	Date:	ByCity Clerk
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10		City Clerk
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14	Deputy City Attorney	
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	Agreement No. MA-000-190
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2	REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION
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4	Date: By: Executive Officer
5	Executive Officer
6	APPROVED AS TO FORM:
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8	Attorney for the Regional Water Quality
9	Control Board, Santa Ana Region
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4	Date:	By: Executive Officer
5		Executive Officer
6		APPROVED AS TO FORM:
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8		Attorney for the Regional Water Quality
9		Control Board, San Diego Region
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2	STATE WATER RESOURCES CONTROL BOARD	
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4	Date:	Ву:
5		Executive Director
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8		Attorney for the Chate Water Decourse
9		Attorney for the State Water Resources Control Board
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2	CALIFORNIA DEPARTMENT OF TRANSPORTATION	
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4	Date:	By:
5		XXXX, Asst. Division Chief Division of Environmental Analysis
6		APPROVED AS TO FORM:
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9		Attorney for the California Department of Transportation (CALTRANS)
10		Transportation (CABINANS)
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5			STEPHEN B. WEISBERG Executive Director	
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