

## **MEMORANDUM OF UNDERSTANDING**

between the

**SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD**

and the

**SAN FRANCISCO BAY-DELTA AQUATIC HABITAT INSTITUTE**

concerning implementation of the

**REGIONAL MONITORING PROGRAM FOR TOXIC POLLUTANTS**

This Memorandum of Understanding is made and entered into by the San Francisco Bay Regional Water Quality Control Board (the Board) and the San Francisco Bay-Delta Aquatic Habitat Institute (the Institute). The purpose of this Memorandum is to document the relationship between the Board and the Institute as it pertains to the implementation of the Regional Monitoring Program for Toxic Pollutants (the Program) adopted by the Board on April 18, 1992. It outlines the responsibilities of both parties, and establishes a process for oversight and management of the Program.

### **I. BACKGROUND**

Beginning in 1989, the Board has been conducting pilot studies to develop a long-term multimedia monitoring program for the San Francisco Estuary. The Regional Board has been conducting the pilot studies using funds from the Bay Protection and Toxic Cleanup Program, Basin Planning Program, and grants from the U.S. Environmental Protection Agency. During State Fiscal Year (FY) 1991-1992 the Board conducted a pilot regional monitoring Program that included the monitoring of chemical concentrations in water, sediment, and tissues and the measurement of toxicity in water and sediments throughout the San Francisco Estuary. The Board will continue its monitoring and research efforts in FY 1992-1993.

On April 15, 1992, the Board adopted Resolution 92-043 endorsing in concept the Regional Monitoring Program and instructing the Board's Executive Officer to begin implementation. The Board's Executive Officer requested the participation of 48 permit holders to implement the baseline portions of the Program. The 48 permit holders will be implementing the Program as a collective through the Institute.

The San Francisco Estuary Project (SFEP), a State/Federal cooperative endeavor, is currently developing a comprehensive monitoring strategy and conducted a Regional Monitoring Workshop to begin identifying long-term program elements of the strategy including institutional arrangements and research need. SFEP has requested the Institute to develop alternative institutional arrangements for conducting comprehensive regional monitoring and research within the Estuary. The Institute has developed a proposal calling for the creation of a new Institute tentatively titled the San Francisco Estuarine Institute (the Estuarine Institute) with a much broader mandate. If the Estuarine Institute becomes a viable entity during the term of this agreement, then all responsibility of the Institute will be transferred to the Estuarine Institute.

## **II. DEFINITIONS**

In this document the following terms shall have the following meanings.

- (a) Board shall mean the California Regional Water Quality Control Board, San Francisco Bay Region.
- (b) Institute shall mean the San Francisco Bay-Delta Aquatic Habitat Institute or its successor.
- (c) Program shall mean the Regional Monitoring Program for Toxic Pollutants as adopted by the Board
- (d) Study Plan shall mean the detailed plan for implementing the baseline portion of the Program by the Institute, which is contained in Appendix A to this document.
- (e) Participating permittees shall mean those permit holders that the Board has required to participate in the Program, and that have agreed to satisfy this requirement through participating in a joint effort through the Institute.
- (f) Cost Allocation Schedule shall mean the document, developed by the participating permittees, that documents the amount each category of participant will contribute to the implementation of the study plan.
- (g) Implementation plan means the plan by which the Program is carried out, and which includes the Study Plan, the Cost Allocation Schedule, this MOU, and other relevant documents.

## **III. EFFECTIVE DATE OF AGREEMENT**

The effective date of this MOU is July 1, 1992.

## **IV. STATEMENT OF WORK**

The work carried out under this MOU involves a baseline program for the monitoring of toxic pollutants in the San Francisco Estuary. It includes chemical analysis of ambient water, sediment and tissue, and toxicity tests of ambient

waters and sediment, at 16 fixed stations, or subsets of those stations, throughout the Estuary.

Appendix A contains the detailed Study Plan which will be implemented under this agreement. The Executive Officer of the Board has reviewed and approved this Study Plan.

## **V. PROGRAM MANAGEMENT**

The Board will hold the Institute responsible for ensuring that the Study Plan is implemented in a technically sound manner, and for cost effective expenditure of funds provided by participating permittees. The Board is committed to working with the Institute to ensure that the Study Plan is implemented in a cost effective manner.

The Institute shall not be responsible for financial participation by individual permittees. Designating program participants, working with participants to establish and equitable allocation of costs, and ensuring their participation, will remain solely the responsibility of the Board.

## **VI. ALLOCATION OF COSTS AND FULFILLMENT OF PERMITTEE OBLIGATIONS**

The cost of this Program for the first year of its implementation shall not exceed \$1,150,000. Each participating permittee shall pay a portion of those costs, according to the discharger category as presented in Appendix B. The Board shall assign each participant to a discharger category and shall determine the amount to be paid by each participant. The final cost allocation formula shall be provided in the Implementation Plan. The Board shall consider each permittee that provides funding in the required amount to the Institute to have fulfilled its permit obligation under section 13267 of the California Water Code. The Institute will inform the Board on a quarterly basis of which permittees are participating financially in the Program.

In the event that there are excess funds at the conclusion of the first year of implementation of the Study Plan, they shall be applied to the second year of implementation. The share of second year costs allocated to each participant will be reduced in proportion to the amount of carry over funds attributable to that participant's first year share. In the event that funds are insufficient to carry out the full Study Plan, including the reasonable management costs of the Institute, the Board and the Institute shall amend the Study Plan such that it can be implemented within this budget.

## **VII. STEERING COMMITTEE**

The Board and the Institute will form a Steering Committee to work on such issues as allocation of future program costs, selection criteria for contractors, participation in proposal review and selection, review of progress, technical review of program results, and evaluation of the effectiveness of the program on a periodic basis. Participating permittees will be represented on the Steering Committee by at least one per discharger category.

## **VIII. RESPONSIBILITIES OF SIGNATORIES**

It shall be the responsibility of the Board to:

1. Review and approve in writing any proposed amendments to the Study Plan.
2. Select the permittees that must participate in the Program, and notify them of their responsibilities.
3. Document any concerns it may have regarding the progress of the work to the Institute and other members of the Steering Committee throughout the year.
4. Share results of related monitoring and research carried out by the Board in a timely fashion, and provide access to all available data collected in such efforts.
5. Review and comment on the draft annual report and approve a final report in a timely manner.
6. Make any additional requirements for future years efforts known to the participants at least three months prior to the time at which they must be implemented.
7. Take the results and experience of the effort of the first year of work into account prior to imposing new requirements.
8. Identify and notify additional permitted dischargers of their responsibility to participate in the program, and inform the Institute and current participants of additional permittees to be included.

It shall be the responsibility of the Institute to:

1. Enter into agreements with participants such that they can be invoiced for their share of program costs.

2. Set up a separate account for such funds, and use it to pay for program costs.
3. Contract for services required by the Study Plan.
4. Manage contracts entered into to fulfill the Study Plan.
5. Organize and staff meetings of the Steering Committee as needed.
6. Coordinate with all other agencies or organizations which monitor the water quality of the Estuary.
7. Report to the Board and the participating permittees on the progress in implementing the Study Plan on a monthly basis.
8. Produce an annual report which provides analysis and interpretation of the results of the Program. Data upon which the report is based will be made available for public review.
9. Ensure that thorough technical review of the report is conducted, and that the report is made available to the public.
10. Organize an annual public meeting of the Steering Committee for the purpose of review of the Program results.

#### **IX. DURATION OF AGREEMENT**

It is anticipated by the signatories that the Program will be of long-term duration, and that this agreement or a similar agreement will be in effect for many years. Because of the need to add additional participants and the likely need to enhance the program based on the first year of implementation, this agreement will expire, unless reenacted, on December 31, 1993. This agreement may be reenacted for periods of one to three years at any time after July 1, 1993.

#### **X. AMENDMENTS TO THE AGREEMENT**

This agreement may be modified only by written amendment to this agreement, signed by both parties. Whenever this agreement is modified, the Institute shall inform all participating permittees in a timely fashion.

**XI. FINANCIAL RECORDS AND ACCOUNTING**

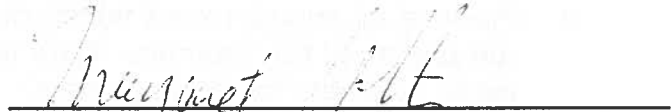
The Institute shall set up an account for funds received for the purpose of implementation of the Study Plan. The Institute shall keep adequate financial records of all transactions relating to the implementation of the Study Plan. All participants in the Program shall have access to financial records regarding this account. Financial records shall be audited on an annual basis. Receipts and expenditures shall be detailed in an annual report on the Program which shall be provided to each participant.

FOR THE CALIFORNIA REGIONAL WATER FOR THE AQUATIC HABITAT  
WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION:  
INSTITUTE:



Mr. Steven Ritchie, Executive Officer

DATE: 8/7/92



Ms. Margaret Johnston, Executive Director

DATE: 8/14/92