

# **MEMORANDUM OF UNDERSTANDING**

**between the**

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

**and the**

**SAN FRANCISCO ESTUARY INSTITUTE**

**concerning the implementation of the**

## **REGIONAL MONITORING PROGRAM FOR TRACE SUBSTANCES**

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 Estuary 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 Trace Substances (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 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 continued 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 began collectively implementing the Program through the Institute in 1992, and funded the first year of monitoring (1993). In 1993, 15 additional permit holders were added to the program, and paid for the RMP in 1994 and subsequent monitoring years.

The San Francisco Estuary Project (SFEP), a State/Federal cooperative endeavor, conducted a Regional Monitoring Workshop in 1991 to begin identifying long-term program elements of the strategy including institutional arrangements and research needs. Subsequently, SFEP has developed a Regional Monitoring Strategy in which the SFEI was named as one of the organizations responsible for coordinating and overseeing the implementation of the Strategy.

## 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 Estuary Institute or its successor.
- (c) Program shall mean the Regional Monitoring Program for Toxic Pollutants as adopted by the Board, currently referred to as the Regional Monitoring Program for Trace Substances.
- (d) Implementation Plan shall mean the detailed plan for implementing the baseline portion of the Program by the Institute.
- (e) Program Participants shall mean those entities 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 program participants, that documents the amount that each category of participants will contribute to the execution of the Implementation Plan.
- (g) Program Plan means the plan by which the Program is carried out, and which includes the Implementation Plan, the Cost Allocation Schedule, this MOU, and other relevant documents.

## III. EFFECTIVE DATE OF AGREEMENT

The effective date of this MOU is January 1, 1996.

## IV. STATEMENT OF WORK

The work carried out under this MOU involves a baseline program for the monitoring of trace substances 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. In addition, a variety of pilot studies to test new program elements and special studies to improve program design or the interpretability of results, are conducted.

## V. PROGRAM MANAGEMENT

The Board will hold the Institute responsible for ensuring that the Implementation Plan is executed in a technically sound manner, and for cost-effective expenditure of funds provided by program participants. The Board is committed to working with the Institute to ensure that the Implementation Plan is technically sound and is executed in a cost-effective manner.

The Institute shall not be responsible for financial participation by individual participants. Designating program participants, working with participants to establish 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 shall be set annually by the Executive Officer of the Board after consultation with the program participants. Each program participant shall pay a portion of those costs, according to discharger category. 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 program participant that provides funding in the required amount to the Institute to have fulfilled its obligation under section 13267 of the California Water Code. The Institute will inform the Board on a quarterly basis of which program participants are contributing financially in the Program.

In the event that there are excess funds at the conclusion of the year of execution of the Implementation Plan, they shall be applied to subsequent years of implementation. In the event that funds are insufficient to carry out the full Implementation Plan, including the reasonable management costs of the Institute, the Institute shall propose amendments to the Implementation Plan such that it can be implemented within the budget, or propose to use other sources of funds, such as interest or matching funds, to complete the program.

## **VII. COMMITTEES**

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, and evaluation of the effectiveness of the program on a periodic basis. Program participants will be represented on the Steering Committee by at least one per discharger category.

The Board and the Institute will form a Program Technical Review Committee to periodically review program design and program results.

## **VIII. RESPONSIBILITIES OF SIGNATORIES**

It shall be the responsibility of the Board to:

1. Approve the Implementation Plan and any subsequent amendments. The Board will notify the Institute in writing regarding approval of the Implementation Plan including any amendments made by the Board.
2. Select the dischargers that must participate in the Program, and notify them of their responsibilities.
3. Document any concerns it may have regarding the progress of 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 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 and subsequent years 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 dischargers 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 Implementation Plan.
4. Manage contracts entered into to fulfill the Implementation Plan.
5. Organize and staff meetings of the Steering and Program Technical Review Committees as needed.
6. Coordinate with all other agencies or organizations which monitor the water quality of the Estuary.
7. Report to the Board on the progress in executing the Implementation Plan on a quarterly 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 meeting of the program participants 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. This agreement was originally entered into by the Board and the Institute on July 1, 1992 with an expiration date of December 31, 1993. On December 23, 1993, through written notification by the Board, the expiration date was extended to December 31, 1995. This agreement will now expire, unless reenacted, on December 31, 1997 . This agreement may be reenacted for periods of one to three years at any time after December 31, 1996.

**X. AMENDMENTS TO THE AGREEMENT**

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

**XI. FINANCIAL RECORDS AND ACCOUNTING**

The Institute shall set up an account for funds received for the purpose of execution of the Implementation Plan. The Institute shall keep adequate financial records of all transactions relating to the execution of the Implementation Plan. The Institute will report quarterly to the Board on the financial status of the RMP account. The report will include the status of payments from each participant, payments made to subcontractors, and amounts used to reimburse the Institute for time and materials expended according to the Implementation 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 QUALITY CONTROL BOARD,  
SAN FRANCISCO BAY REGION:**

*Loretta Barsamian*  
Loretta Barsamian, Executive Officer

DATE: *April 17, 1996*

**FOR THE SAN FRANCISCO ESTUARY INSTITUTE:**

*Margaret Johnston*  
Margaret Johnston, Executive Director

DATE: *March 19, 1996*