

## Draft FY 10-11 Emerging Constituents Workgroup Budget Allocation

<b>Projected Expenses</b>	SAWPA TF Admin & Contract Adm	\$30,000
	SAWPA EC Annual Sampling Report	\$25,000
	Risk Sciences - Sampling Report Update	<u>\$30,000</u>
		<u>\$85,000</u>

<b>Projected Revenue</b>	<b>POTW &amp; Agmt Parties Share</b>	<b>Totals</b>
<i>Cooperative Agreement Parties</i>		
OCWD		In Kind
SGPWA	\$2,500	\$2,500
SBVMWD		\$25,000
<i>Cooperative Agmt Parties &amp; POTWs</i>		
WMWD		\$25,000
RIX JPA	\$2,500	\$2,500
EMWD	\$2,500	\$2,500
EVMWD	\$2,500	\$2,500
City of Corona	\$2,500	\$2,500
City of Riverside	\$2,500	\$2,500
<i>Other POTWs</i>		
WRCRWA		
IEUA	\$2,500	\$2,500
REDLANDS	\$2,500	\$2,500
RIALTO	\$2,500	\$2,500
YVWD	\$2,500	\$2,500
JCSD	\$2,500	\$2,500
LEE LAKE WD	\$2,500	\$2,500
BEAUMONT	\$2,500	\$2,500
IRWD	<u>\$2,500</u>	<u>\$2,500</u>
	\$35,000	\$85,000
<i>Cooperating Agency</i>		
MWDSC		In Kind

**Footnotes:**

Proposed Allocation: \$25,000 SBVMWD + \$25,000 WMWD + POTW & other Cooperative Agmt Parties except WRCRWA & OCWD  
 SBVMWD and WMWD's offered funding portions based on 1/12/09 ltr to SAWPA

**Phase II EC Report Table 7: Sampling Locations, Frequency, Type & Responsibilities**

Sampling Site	Sampling Frequency	Sample Type	Responsible Agency <sup>[1]</sup>
Final Effluent from All Wastewater Treatment Plants <sup>[2]</sup>	Annually	24-hour Composite	Permitted Operator
State Project Water @ Devil Canyon	Annually	Representative Grab	MWDSC
Colorado River @ San Jacinto West Portal	Annually	Representative Grab	MWDSC
Santa Ana River near MWD Crossing	2x/year	Representative Grab	OCWD
Santa Ana River near Prado Dam	2x/year	Representative Grab	OCWD

[1] Pending approval and funding authorization from each agency.

[2] Includes all wastewater treatment plants operating under a valid NPDES permit or Waste Discharge Requirement (WDR) issued by the California Regional Water Quality Control Board – Santa Ana Region and/or U.S. EPA regardless of whether the discharge is to waters of the U.S. or waters of the state.

**AGREEMENT TO FORM A TASK FORCE  
TO CONDUCT THE ANNUAL EMERGING CONSTITUENTS  
CHARACTERIZATION PROGRAM FOR THE SANTA ANA RIVER WATERSHED  
(EMERGING CONSTITUENTS PROGRAM)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2010 by and among the following entities, which are hereinafter sometimes referred to collectively as "TASK FORCE AGENCIES" or individually as TASK FORCE AGENCY" ("AGREEMENT"). This AGREEMENT is also by and between the Santa Ana Watershed Project Authority ("SAWPA") and the TASK FORCE AGENCIES as to SAWPA's role as Task Force Administrator. The following public agencies are the "TASK FORCE AGENCIES":

Orange County Water District  
Eastern Municipal Water District  
City of Rialto  
City of Corona  
City of Riverside  
Yucaipa Valley Water District  
Lee Lake Water District  
Western Riverside County Regional  
Wastewater Authority

Inland Empire Utilities Agency  
Western Municipal Water District  
San Bernardino Valley Municipal Water District  
Elsinore Valley Municipal Water District  
City of Redlands  
City of Beaumont  
San Gorgonio Pass Water Agency  
Colton/San Bernardino Regional Tertiary  
Treatment and Wastewater Reclamation  
Authority

**I. RECITALS**

A. Background. In April 2008, a workgroup of water resource agencies in the Santa Ana Watershed was convened by the Santa Ana Watershed Project Authority to work cooperatively with the Regional Board in investigating emerging constituents "unregulated chemicals" and determine which emerging constituents may be important to assure water quality protection in the Santa Ana River Watershed. The formation of this workgroup was prompted by a cooperative agreement signed in January 2008 among imported water recharging agencies and the Regional Board to assure water quality protection resulting from imported water recharge in the Santa Ana Watershed. An evaluation of emerging constituents was proposed under two phase work approach. Under the first phase, workgroup met regularly to define the purpose of an emerging constituents investigation program, to review the lessons learned from past and present emerging constituents monitoring programs, to survey the technical capability of well-qualified commercial laboratories to analyze for emerging constituents, and to identify the potential regulatory issues that may arise as a result of collecting and publishing emerging constituent data. A Phase I report was completed and forwarded to the Regional Board in December 2008. Thereafter, under Phase II, the workgroup met monthly to develop a long-term characterization program for emerging constituents and to define requirements for the submittal of an annual report based on

sampling conducted for specific emerging constituents in the Santa Ana region. The Phase II report was completed and submitted to the Regional Board for approval in December 2009.

As defined in the Phase II report, the workgroup designated the Santa Ana Watershed Project Authority (SAWPA) as the lead agency to prepare an annual emerging constituents report for submittal to the Regional Board based on sampling and laboratory analysis data submitted by the TASK FORCE AGENCIES and other cooperating agencies to SAWPA.

B. The Purpose of the Task Force Agreement. The purpose of this Task Force Agreement is to form a task force to oversee and conduct the necessary annual report for the Emerging Constituents Characterization program as defined in the SAWPA Phase II Emerging Constituents Workplan approved by the Regional Board on Dec. 10, 2009. The Task Force is proposed to consist of the TASK FORCE AGENCIES to direct the study and fund it on an equitable basis to be determined by the Task Force.

## **II. COVENANTS**

NOW, THEREFORE; in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force.

There is hereby created a "Task Force to conduct an Emerging Constituents Characterization Program for the Santa Ana River Watershed" initially consisting of the TASK FORCE AGENCIES and other entities as more specifically provided for in paragraph 3 below.

2. Purpose of the Task Force.

The purpose of the Task Force is to provide oversight and supervision of the work that is described herein.

3. Membership and Organization.

a. Regular Members. Concurrent with the execution of this AGREEMENT, each of the TASK FORCE AGENCIES shall appoint one regular representative to the Task Force and one alternate representative to act in the absence of the regular representative. The representatives must be vested with the authority to act on behalf of the appointing TASK FORCE AGENCY, but only as provided for in this AGREEMENT. No actions by the TASK FORCE AGENCIES shall bind the TASK FORCE AGENCIES, except as explicitly provided for in this AGREEMENT. The identity of the appointed representatives shall be promptly communicated in writing to SAWPA. The representatives shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the Task Force is important to the overall effectiveness of the Task Force, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the Task Force may be improved by the inclusion of other public agencies as additional TASK FORCE AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all TASK FORCE AGENCIES of the Task Force, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the Task Force. The inclusion of such public agencies as additional TASK FORCE AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall appoint their Task Force representatives and alternates as provided in Section 3.a. above or in said written amendment.

c. Advisory Members. The Task Force may, from time to time, seek the advice and counsel of regulatory or special interest agencies, which agencies may serve as Advisory Members to the Task Force. Such Advisory Members shall have no obligation to provide funding and no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, and the Metropolitan Water District of Southern California is hereby appointed as an Advisory Members of the Task Force. Additional Advisory Members may be appointed by a majority vote of the Task Force representatives.

d. Committees. The Task Force may establish committees, consisting of members who shall be selected by, and serve at the pleasure of the Task Force.

e. Task Force Administrator. SAWPA, acting through its Planning Department staff, is hereby appointed as the Task Force Administrator for purposes of this Task Force Agreement. SAWPA shall have the following administrative responsibilities and shall be reimbursed for time expended on behalf of the Task Force at SAWPA's current rate for salary, overhead, burden (2009-10 rates shown in Exhibit "A"), and cost of materials, and including costs for:

- (1) Organizing and facilitating Task Force meetings;
- (2) Secretarial, clerical, and administrative services;
- (3) Management of Task Force funds and provide annual reports of Task Force assets and expenditures;
- (4) Hire Task Force-authorized consultants.

SAWPA, as the Task Force Administrator, will act as the contracting party for the benefit of Task Force, for contracts with all Task Force consultants or contractors. SAWPA will not contract, direct, instruct, or guide such consultants or contractors on behalf of the Task Force or use funds provided by the Task Force without approval of, or guidance from, the Task Force representatives in accordance with Sections 3.f(2), 5 and 6 of this AGREEMENT. SAWPA will provide project management for work performed by such consultants or contractors.

f. Meetings of the Task Force.

(1) Frequency and Location. The Task Force meetings shall be held at the office of SAWPA and will be scheduled based on the consensus of the majority of Task Force at mutually agreeable times and dates. Special meetings may be called at the request of the Task Force Administrator or by a majority of the Task Force representatives. All meetings of the Task Force or its Committees shall be noticed and conducted in compliance with California's Open Meeting Laws.

(2) Quorum. A majority of the representatives of the Task Force shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the Task Force. Each TASK FORCE AGENCY shall have one vote. The Task Force may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT and applicable law.

(3) Meeting Minutes. SAWPA shall keep, or cause to be kept, minutes of the Task Force meetings including any handout materials used. Copies of the meetings and handouts will be delivered to the Task Force representatives, each TASK FORCE AGENCY, and the Advisory Members.

4. Duties of the Task Force.

a. Emerging Constituents Sampling. An emerging constituent sampling effort will be conducted by the TASK FORCE and cooperating agencies at locations and frequency under the approved sampling and analysis plan and submit copies of all sampling documents (field notes and chain of custody forms) and laboratory reports to SAWPA.

b. Data Management and Reporting. SAWPA will input the data to the Santa Ana Watershed Database Management System (SAWDMS) database and prepare an annual report summarizing results of the EC characterization program. A draft copy of the emerging constituents report will be distributed for review and comment. SAWPA will convene a TASK FORCE meeting shortly thereafter to discuss suggested revisions to the draft document. The final report will be submitted to the Regional Board, on behalf of the stakeholders, by December 31<sup>st</sup> of each year. The annual report will include a detailed description of the chemical analytes, sampling locations, sampling dates and protocols, analytical methods, QA/QC procedures and relevant results. Where appropriate, the report will also include any recommended changes to future emerging constituent sampling efforts (including revised analytes or sampling locations). To facilitate public understanding of the new information, the report will also describe the toxicological relevance of the measured emerging constituent concentrations.

c. Termination of Projects or Studies. The TASK FORCE AGENCIES hereby agree that the Task Force shall have the discretion to terminate its projects or studies

in the event a consensus of the TASK FORCE AGENCIES cannot be maintained during the course of the Task Force projects or studies.

5. Budgets.

On or before January 1<sup>st</sup> of each year, SAWPA shall prepare and submit a Task Force budget for the next fiscal year to the Task Force and TASK FORCE AGENCIES. The proposed budget shall include all anticipated costs and fees for the scope(s) of work developed by the Task Force for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated scopes of work, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include as a separate item in such proposed budgets costs of SAWPA administrative services. The proposed budget shall include a detailed description of all work to be accomplished with the budget. The budgets shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Each TASK FORCE AGENCY shall approve and pay, in advance on or before January 1<sup>st</sup> of each year, its pro-rata share of the Task Force proposed budget for the next fiscal year. The pro-rata share of such costs and fees for each TASK FORCE AGENCY will be as described in EXHIBIT "B", attached hereto and made a part of this AGREEMENT. Said EXHIBIT "B" shall be renewed each fiscal year to reflect the final budget and the participating TASK FORCE AGENCIES of that fiscal year, and any other factor that may affect the pro-rata share of such costs and fees for each TASK FORCE AGENCY for that fiscal year. EXHIBIT "B" includes by its attachment the funding sources for Fiscal Year (July 1<sup>st</sup> to June 30<sup>th</sup>) 2010-2011, and a budget for that fiscal year shall be adopted by the Task Force and TASK FORCE AGENCIES after this AGREEMENT has been fully executed. In the event that any TASK FORCE AGENCY withdraws from the Task Force, the budget then in effect shall be adjusted in order to provide for any funding shortfall caused by such withdrawal.

6. Contracting.

Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by TASK FORCE AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the TASK FORCE AGENCIES.

7. Duration of Agreement.

This AGREEMENT shall not terminate unless by mutual agreement of the TASK FORCE AGENCIES provided that all debts and liabilities of the Task Force are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to terminate at anytime, upon sixty (60) days' written notice to the Task Force. Task Force projects and studies already undertaken on behalf of TASK FORCE AGENCIES at the time of withdrawal by a TASK FORCE AGENCY shall be fully funded by the TASK FORCE AGENCIES, including the withdrawing TASK FORCE AGENCY, at the time projects or studies are approved by the Task Force for implementation. A withdrawing TASK FORCE AGENCY shall not be entitled to any refund for programs or studies already underway. Any refund of surplus funds due to the withdrawing TASK FORCE AGENCY shall be paid sixty (60) days after completion of tasks, projects and studies undertaken or in progress.

8. Ownership of Documents.

All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of TASK FORCE AGENCIES, individually and collectively. Provided, however, that any withdrawn TASK FORCE AGENCY shall only be entitled to such work or deliverables if the withdrawn TASK FORCE AGENCY has fully contributed funds for such work or deliverables.

9. Assignment.

No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of all TASK FORCE AGENCIES.

10. Effective Date.

This Task Force Agreement shall become effective when it has been executed by a majority of the TASK FORCE AGENCIES pursuant to authorization by each TASK FORCE AGENCY's Board of Directors.

11. Counterparts.

This AGREEMENT may be executed in original counterparts, which together shall constitute a single agreement.

12. Independent Contractor Status.

This AGREEMENT is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the TASK FORCE AGENCIES.

13. Waiver Of Rights.

The failure by the TASK FORCE AGENCIES or SAWPA to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that TASK FORCE AGENCIES and SAWPA may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

14. 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.

15. Amendment.

It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all TASK FORCE AGENCIES and SAWPA.

16. Entire Agreement.

This document sets forth the entire Agreement between and among the TASK FORCE AGENCIES and SAWPA.

17. Availability Of Funds.

The obligation of each TASK FORCE AGENCY is subject to the availability of funds appropriated by each TASK FORCE AGENCY for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of each TASK FORCE AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not be limited to the obligations of the TASK FORCE AGENCIES under section 3.e (Task Force Administrator), and section 5 (Budgets) of this AGREEMENT. Based on the financial constraints imposed by this Section 17, the TASK FORCE AGENCIES understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each TASK FORCE AGENCY has approved the fiscal year budget under Section 5, and has appropriated and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the TASK FORCE AGENCIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this AGREEMENT, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

18. Indemnity and Insurance.

a. SAWPA shall require all consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA and the TASK FORCE AGENCIES from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from or related to the works or services provided by such consultants or contractors. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA, on behalf of the Task Force:

(1) Workers Compensation Insurance. A program of Workers Compensation insurance or a state approved self-insurance program shall be in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks of such persons or entities under this AGREEMENT.

(2) Comprehensive General and Automobile Liability Insurance. Comprehensive personal injury and property damage liability coverage shall include contractual coverage and automobile liability, if applicable, and including coverage for owned, hired and non-owned vehicles. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000.00. SAWPA and the TASK FORCE AGENCIES shall be named as additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(3) Professional Liability Insurance. Professional liability insurance shall include limits of at least \$1,000,000.00 per claim or occurrence, unless such coverage is waived by the Task Force representatives.

b. Nothing in this AGREEMENT is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than SAWPA and the TASK FORCE AGENCIES.

19. Nondiscrimination.

SAWPA shall ensure that during the term of this AGREEMENT it and any consultant retained by it shall not discriminate on the grounds of race, religion, creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any other condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code, in the performance of this AGREEMENT and shall also comply with the applicable provisions of the Americans with Disabilities Act.

20. Warranty of Authority.

Each of the individuals executing this AGREEMENT represent and warrant that she or he has the legal power, right and actual authority to bind their respective TASK FORCE AGENCIES to the terms and conditions of this AGREEMENT. Each individual executing this AGREEMENT further represents and warrants that the AGREEMENT has been approved by his or her respective TASK FORCE AGENCIES' governing board.

21. Dispute Resolution.

Any dispute which may arise by and between the parties to this AGREEMENT shall first be submitted to non-binding mediation, conducted by a neutral, impartial mediation service that the parties mutually agree upon in writing. Any dispute not resolved by such mediation shall be submitted to binding arbitration conducted by a neutral, impartial arbitration service that the parties mutually agree upon in writing. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Upon a showing of good cause, the arbitrator may permit limited discovery in the arbitration proceeding. If any party commences legal action or arbitration arising out of or in connection with this Project Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses from the losing party.

**IN WITNESS WHEREOF**, SAWPA and the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below.

**ORANGE COUNTY WATER DISTRICT**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**INLAND EMPIRE UTILITIES AGENCY**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**EASTERN MUNICIPAL WATER DISTRICT**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**CITY OF RIALTO**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Mayor

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
City Clerk

**CITY OF CORONA**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
Mayor

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
City Clerk

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
President

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
Secretary

**CITY OF RIVERSIDE**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
Mayor

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
City Clerk

**COLTON/SAN BERNARDINO REGIONAL  
TERTIARY TREATMENT AND WASTEWATER  
RECLAMATION AUTHORITY**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
President

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
Secretary

**YUCAIPA VALLEY WATER DISTRICT**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
President, Board of Directors

**JURUPA COMMUNITY SERVICES DISTRICT**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
President, Board of Directors

**LEE LAKE WATER DISTRICT**

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
President

**DATE**\_\_\_\_\_

**BY**\_\_\_\_\_  
Secretary

**CITY OF BEAUMONT**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Mayor

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
City Clerk

**CHINO BASIN WATERMASTER**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**IRVINE RANCH WATER DISTRICT**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**CITY OF REDLANDS**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Mayor

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
City Clerk

**WESTERN RIVERSIDE COUNTY REGIONAL  
WASTEWATER AUTHORITY**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Chair

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary-Treasurer

**SAN TIMOTEO WATERSHED MANAGEMENT  
AUTHORITY**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
President

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary

**SANTA ANA WATERSHED PROJECT AUTHORITY**

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Chair

**DATE** \_\_\_\_\_

**BY** \_\_\_\_\_  
Secretary-Treasurer

**EXHIBIT A**

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 09-10. Rates will be adjusted annually based on SAWPA annual budget. Materials purchased to provide administrative services that are not shown in Table 1 below shall be billed at direct cost with no additional fees or mark-ups.

<b>Table 1 SAWPA Rate Sheet</b>	
<b>Item</b>	<b>Rate</b>
Water Resources & Planning Manager	\$ 194.86/hour
Watershed Planner	\$ 147.06/hour
Sr. Administrative Assistant	\$ 92.08/hour
Administrative Assistant II	\$ 82.96/hour
Administrative Assistant I	\$ 60.49/hour
Senior Accounting Technician	\$ 82.96/hour
Automobile Travel	Federal mileage rate for automobile travel to meeting locations.
Out of Town travel (when air travel or overnight stay is required)	Direct cost of air travel plus direct cost of lodging and meals.

**EXHIBIT B**  
**TASK FORCE BUDGET**

**A. CONTRIBUTIONS**

1. Study Contributions. In order to participate in the activities of the Task Force, each TASK FORCE AGENCY shall appropriate and deliver to SAWPA it's agreed upon share of the funding. The TASK FORCE AGENCIES specifically recognize that each TASK FORCE AGENCY's agreed-upon share is determined by that TASK FORCE AGENCY's Board of Directors, who are the signatories to this AGREEMENT. Funding shall be provided by the TASK FORCE AGENCIES in accordance with the attachment to this Exhibit.

2. Funds appropriated by each TASK FORCE AGENCY to the activities of the Task Force shall be expended only for the purposes expressed in this AGREEMENT. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Funds shall be strictly accounted to each TASK FORCE AGENCY. Upon termination of the Agreement and the activities of the Task Force, any funds not used shall be returned to the TASK FORCE AGENCIES in proportion to their contribution as provided in the Agreement.

3. The compensation to be paid to consultant(s) hired by Task Force is subject to SAWPA's receipt of funds from the TASK FORCE AGENCIES. The consultant will be directed to limit its activities to ensure that the Consultant does not expend funds or provide services for which SAWPA has not yet collected funds from the TASK FORCE AGENCIES. SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.



Batch QC	QC result	Secondary check	Reporting qualifiers	ADE comment
M/BLK	<MRL		ok to report	not clear that 1/3 MRL is always feasible (e.g. caffeine)
	>MRL	samples ND	ok to report	
	>MRL	samples positive	reprocess all positive samples	
	<50%		reprocess entire batch	
	50-150%		proceed	
	>150%		report if samples ND	minimizes need for resamples
LCS (spike must be <10X MRL)				LCS spiking level should be representative of samples
	<70%		reprocess entire batch	
	70-130%		proceed	
	>130%		report if samples ND	minimizes need for resamples
<b>Field QC</b>				
Field Blk	< MRL		Proceed	
	1-2X MRL			
	1-2X MRL	Samples ND	report	
	1-2X MRL	samples >2X field blank	report value with flag (field blank contains target analyte but sample >2X field blank level)	reportable but should be flagged
	1-2X MRL	samples <2X field blank	ND with flag (field blank contains similar levels to sample)	
	>2X MRL			
	>2X MRL	samples <10X Field Blank	Field Contamination (Resample required)	
	>2X MRL	samples >10X field blank	report value with flag (field blank contains target analyte but sample >10X field blank level)	minimizes need for resamples



### Notes from EC Methods Meeting (1/5/10)

- 1) Method Detection Limit (MDL) should be determined using the standard procedure:  
3 x Standard Deviation for a series of nine known blank samples (reagent water)
- 2) Minimum Reporting Level (MRL) should be determined as follows:
  - a) 3 x MDL or 2 x highest measured value in field blanks, and...
  - b) no lower than 10 ng/L in 2010 (to be reviewed annually)
- 3) Results for identical split samples spiked to the MRL should be:
  - a) Within plus or minus 20% of the MRL and one another (for duplicates within the lab)
  - b) Within plus or minus 30% of the MRL and one another (between different labs)
- 4) Field blanks must be analyzed with each sample set
- 5) Laboratory blanks must be analyzed with each sample set
- 6) Blind samples spiked to the MRL for each EC should be analyzed with each sample set (no BPA spike required due to difficulty in getting certified standards)
- 7) Laboratory reagent water spiked to the MRL for each EC should be analyzed with each sample set (not blind; includes BPA)
- 8) Written rules for "flagging" data should be prepared in advance
  - a) Values below the MRL should not be reported as valid estimates of water quality
  - b) Values outside of tolerance range should not be reported as valid estimates for identical split samples.
  - c) Values reported where blank contamination has been observed for the same EC should be flagged as "provisional" rather than using the blank subtraction method.
- 9) Isotope dilution should be used to analyze for all EC's in the investigation plan except TCEP.