

**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	Inland Empire Utilities Agency
Eastern Municipal Water District	Western Municipal Water District
City of Rialto	San Bernardino Valley Municipal Water District
City of Corona	Elsinore Valley Municipal Water District
City of Riverside	City of Redlands
Yucaipa Valley Water District	City of Beaumont
Lee Lake Water District	San Geronio Pass Water Agency
Western Riverside County Regional Wastewater Authority	Colton/San Bernardino Regional Tertiary Treatment and Wastewater Reclamation Authority
Metropolitan Water District of Southern California	

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 Santa Ana 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 a two-phase work approach. Under the first phase, the 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, 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 have no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, is hereby appointed as an Advisory Member 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 as permitted by the Task Force budget.

SAWPA, as the Task Force Administrator, will act as the contracting party for the benefit of the 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, a majority of 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 the Ralph M. Brown Act at Government Code, Section 54950 et seq.

(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 emerging constituents 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 31st 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). The report will also describe the toxicological relevance of the measured emerging constituent concentrations

c. Communications. To facilitate public understanding of the new information, a Emerging Constituents Communication plan will be developed describing challenges and concerns, strategies and tactics, immediate and future tasks, messaging and talking points.

d. 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. In the event a project or study is terminated, any funds previously budgeted for the project or study will be returned to the TASK FORCE AGENCIES who furnished such funds, except as otherwise provided in Section 7 herein.

5. Budgets.

On or before February 1st of each year, SAWPA shall prepare and submit a draft 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 in advance on or before March 1st of each year, its pro-rata share of the Task Force proposed budget for the next fiscal year. The TASK FORCE AGENCY shall be asked to pay its pro-rata share at the commencement of 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 1st to June 30th) 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 except by mutual agreement of a majority 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 its participation 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 of the 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 necessary authorization by each TASK FORCE AGENCY.

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. In the event that one or more of the TASK FORCE AGENCIES fails to deposit its full share of the approved budget with SAWPA, the remaining TASK FORCE AGENCIES may, but shall not be required to, contribute additional funds in order to pay for the services contemplated by the budget. The TASK FORCE AGENCIES acknowledge that 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 defend, indemnify and hold harmless SAWPA and each of 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 each TASK FORCE AGENCY 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 or appropriate authorizing entity.

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.

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

WESTERN 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

**METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA**

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.

Table 1 SAWPA Rate Sheet	
Item	Rate
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 its 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, 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.

FY 10-11 Emerging Constituents Workgroup Budget Allocation

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

Projected Revenue

	POTW & Agmt Parties Share	Totals
<i>1-18-08 Cooperative Agreement Parties</i>		
OCWD		In Kind
SGPWA	\$2,500	\$2,500
SBVMWD		\$25,000
<i>1-18-08 Cooperative Agmt Parties & 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>Other 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.
 MWDSC's in-kind contribution as set forth in the Phase II EC Report attached hereto as Exhibit C and incorporated by reference or as subsequently agreed upon between MWDSC and other Task Force agencies.

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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 have no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, is hereby appointed as an Advisory Member 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 the

Ralph M. Brown Act at Government Code, Section 54950 et seq. California's Open Meeting Laws. [for specifically name the Brown Act]

(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 ~~present~~. 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 31st 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). The report will also describe the toxicological relevance of the measured emerging constituent concentrations

c. Communications. To facilitate public understanding of the new information, a Emerging Constituents Communication plan will be developed describing challenges and concerns, strategies and tactics, immediate and future tasks, messaging and talking points.

d. 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 February 1st of each year, SAWPA shall prepare and submit a draft 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 in advance on or before March 1st of each year, its pro-rata share of the Task Force proposed budget for the next fiscal year. The TASK FORCE AGENCY shall be asked to pay ~~its~~^{their} pro-rata share at the commencement of 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 1st to June 30th) 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. [\[do we want to add provisions regarding immunity from suit?\]](#)[\[Not sure what is requested here--"immunity" for the withdrawing Agency?\]](#)

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 necessary authorization by each TASK FORCE AGENCY's ~~Board of Directors~~. ~~[Met does not need to take this to its Board of Directors]~~[This edit is fine.]

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 defend, indemnify and hold harmless SAWPA and each of 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 each the TASK FORCE AGENCYIES 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 AGEEMENT further represents and warrants that the AGREEMENT has been approved by his or her respective TASK FORCE AGENCIES' governing board or appropriate authorizing entity.

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 in accordance with the rules of the American Arbitration Association. 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. [We are no longer comfortable with binding arbitration--there is no right to an appeal.]~~

[Do we want to add provisions for regarding the right to audit? [An audit is not necessary given the spending safeguards in the last paragraph of Section 3.e which requires that all spending and contracts are to be approved by the Task Force.]

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

WESTERN 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

**METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA**

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.

Item	Rate
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.

FY 10-11 Emerging Constituents Workgroup Budget Allocation

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

Projected Revenue

	POTW & Agmt Parties Share	Totals
<i>1-18-08 Cooperative Agreement Parties</i>		
OCWD		In Kind
SGPWA	\$2,500	\$2,500
SBVMWD		\$25,000
<i>1-18-08 Cooperative Agmt Parties & 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>Other 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

**Proposed Emerging Constituents Investigation Sampling and Analysis Plan
for the Santa Ana Watershed
SAWPA – Emerging Constituents Workgroup**

SAWPA's Emerging Constituents (EC) Workgroup has previously submitted a water quality investigation workplan to the Santa Ana Regional Quality Control Board to characterize selected ECs in surface waters and imported waters in calendar year 2010¹. The selected ECs include pharmaceuticals & personal care products (PPCPs), pesticides, herbicides, and industrial indicators of wastewater origin. The analytical laboratories supporting this effort will be able to follow the criteria presented within this Sampling and Laboratory Analysis (SLAP) plan, which is a required element of the workplan.

1. Sampling – Collection, Preservation, Storage, and Holding Times

Samples will be scheduled to meet the two deadlines (July 31 and September 30) specified in the Phase-II report workplan.

Each designated lab will provide their own sample bottles (pre-cleaned amber glass) – preserved with ascorbic acid (50 mg/L) and sodium azide (1 g/L) - added to sample bottles before shipment to the sites. Samples bottles can be pre-labeled with site information – and will include date, sampling time, sampler, site location, and required testing. Bottles should include a label with the method's chemical preservatives.

Samplers and laboratory staff will be warned of low-level detection of ECs and potential background sources caused by the sampling process. These personnel should be aware of the potential for interference from the use of target compounds monitored within this investigation (prescription drugs, coffee, ibuprofen, acetaminophen, etc.). Specifically, they will be requested not to consume any caffeinated drinks while at the sample site, nor during the time of sample collection or laboratory analysis. Each designated agency will insure that these sampling guidelines are followed – and that qualified sampling staff are assigned to this investigation. Samplers will wear clean nitrile gloves at each site, and will follow the standard operating procedures outlined within their sampling programs.

Field Blanks will be taken at each site – where a similar sample volume of laboratory reagent water is transferred into a labeled FIELD BLANK sample bottle (preserved). Each laboratory will provide the laboratory reagent water for their field blanks, and any other additional quality control samples required within their laboratory's analysis.

At least one site within each matrix group will be sampled as a duplicate, and noted within the chain of custody (COC) form. Field parameters will be measured and noted onto the COC – EC, pH, Temp, Dissolved Oxygen, etc. Also, enough samples will be taken for matrix spike and matrix spike duplicates (25-200 ng/L) to be performed on at least 10% of the total samples collected.

¹ Phase-II Report of the Emerging Constituents Workgroup, approved by the Santa Ana Regional Water Quality Control Board on December 10th, 2009

Sample extraction holding time is 14 days and the extract analysis holding time 14 days. The laboratory should try and extract and process the PPCP method as soon as possible after delivery. Samples should be transported in ice (bagged or blue ice) and delivered to the lab at <10°C. Samples are to be kept refrigerated until ready to be extracted (<6°C).

One site location will be identified as a “split sample” – and processed by all participating labs. We recommend the *SAR at Prado Dam* site for the split sample. This will represent the matrix split sample within the study.

2. Analysis – Target Lists

The SAWPA’s EC team developed a listing of eleven target compounds (listed below) to be monitored within this study. The selection criteria are based on detection within previous national studies, and recommendations as surrogates for wastewater indicators.

All labs have different EC target lists, and therefore will generate specific information on the samples analyzed. Targets lists will continue to evolve and the reportable levels can also vary. For the purposes of this study, each lab will report to SAWPA the results and related QA/QC data for the eleven target compounds.

Analyte	CAS#	Category
Acetaminophen	103-90-2	Pharmaceutical
Diuron	330-54-1	Herbicide
Bisphenol-A	80-05-7	Industrial
Caffeine	58-08-2	Food Additive
Carbamazepine	298-46-4	Pharmaceutical
DEET	134-62-3	Pesticide
17 α -Ethinylestradiol	57-63-6	Pharmaceutical
Gemfibrozil	25812-30-0	Pharmaceutical
Ibuprofen	15687-27-1	Pharmaceutical
Sulfamethoxazole	723-46-6	Pharmaceutical
TCEP	115-96-8	Industrial

3. Methods – QA/QC

Each lab will operate their method according to their SOP, and therefore have associated QA/QC samples analyzed within their procedure to help confirm the reported values. However, general data quality objectives can be developed within this investigation. All laboratories should be able to meet the criteria listed below. In an effort to facilitate the comparison of data produced by multiple laboratories and to minimize the effects of sample interference, the study’s minimum reporting level (S-MRL) will be set at 10 ng/L. SAWPA’s EC study report will use the S-MRL for final reporting purposes. Each lab will provide their most recent MDL value for each target reported.

Two “Blind QA Samples” – from Environmental Resource Associates- ERA – will be sent directly to each participating lab. A mid-level check, each target compound from SAWPA’s target list spiked between 25 – 200 ng/L in a clean water matrix. The other QA Blind sample will be the S-MRL (Study’s - Minimum Reporting Level) Verification – where seven or eight of the eleven target compounds are spiked at a 10-15 ng/L level. These QA samples will be processed along with all received study sites - by each laboratory.

PPCPs – Pharmaceutical Method – Performance Checks

<u>Sample Description</u>	<u>Specification & Frequency</u>	<u>Acceptance Criteria</u>	<u>Remedial Action</u>
Low Level CCC – at the MRL (RDL)	Each Analysis Run	50 – 150% target recovery	Instrument Maintenance & Check Standards
Mid Level CCC –	Each Analysis Run	70 -130% target recovery	Instrument Maintenance & Check Standards
“RB” – Reagent Blank	Each Extraction Set	All targets must be less than 1/3 of the MRL (RDL)	Isolate Source of Contamination and Re-Extract
Low LFB – Spiked Reagent Water at the MRL	Each Analysis Run	50 – 150% target recovery	Check SPE Cartridge Lots – Verify Extraction Procedures – Re-extract
LFB – “LFB” – mid level	Each Analysis Run	70 – 130% target recovery	Check SPE Cartridge Lots – Verify Extraction Procedures – Re-extract
Matrix Spikes – Matrix Spike Duplicates Spike/Spike Dup (200 ng/L - SARMON)	Each Analysis Run – 10% minimum of total sample load	60 – 140% recovery <30%RPD If MS/MSD spike level is <50% of the ambient concentration – acceptance limits are not relevant	Investigate Matrix Issues – Check Standards and Re-Extract

Field Sample	Run Analysis	Check Internal (Isotope) Recovery (compound independent)	Investigate Matrix Issues – Check Standards and Re-Extract
Back Standards	Each Analysis Run – Every 10 samples must be bracketed with a CCC std	70 – 130% target recovery	Instrument Maintenance & Check Standards
Initial Calibration -	Started Before Each Analysis Run	Must use at least a 5-point calibration Lowest Standard must be at or below reportable detection level (RDL) Calib. Curve - <20% RSD	Check Standard Lots & QC – Re-shoot or Open New Standards Instrument Maintenance
SAWPA Project Sample Duplicates –	Each Analysis Run – 10% minimum of total sample load	<30%RPD	Results Reported – Re-Extract to confirm if possible.
MDLs	Each New SPE Lot or Major Instrument Maintenance	The goal is for the calculated MDL to be 1/3 the RDL. The MDL must be lower than the RDL.	Instrument Maintenance, Extraction Procedures, & Check Standards

4. Reporting Assessment & Deliverables –

Data will be reviewed by each laboratory’s procedure – and potential re-extractions or analysis conducted. Any samples that fail specific QA/QC criteria, which require a re-sampling request, will be processed through the study’s principal QA program manager. A detailed description of the cause(s) of the request will be reviewed.

Laboratories will provide a copy of their detailed SOP within the support of this investigation. Final reports will provide all QA/QC information – spike recovery information, LFB recoveries, blanks, calibration check information, MDLs, and applied method techniques.

Blanks and MRL criteria referenced in the table below will be followed by all laboratories.

Batch QC	QC result	Secondary check	Reporting qualifiers	ADE comment
MBLK				
	<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	
MRL_chk				
	<50%		reprocess entire batch	
	50-150%		Proceed	
	>150%		report if samples ND & note qualifier	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 & note qualifier	minimizes need for resamples

Field QC

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