

SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENT TO DEVELOP AND IMPLEMENT A LABORATORY
INTERCALIBRATION PROGRAM

29637

THIS AGREEMENT, for purposes of identification numbered D05-022, is made and entered into this 6 day of April, 2005, by and between the County of Orange, the County of Los Angeles, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach (collectively the MUNICIPAL PARTIES); the California Regional Water Quality Control Board, Los Angeles Region; the California Regional Water Quality Control Board, Santa Ana Region; the California Regional Water Quality Control Board, San Diego Region; and the Southern California Coastal Water Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY".

WITNESSETH

WHEREAS, Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) and the National Pollutant Discharge Elimination System (NPDES) regulations implementing Section 402 contain requirements for applications for municipal and industrial stormwater discharge permits; and

WHEREAS, the NPDES permit regulations require municipalities to control pollutants from stormwater discharges to the maximum extent practicable into waters of the United States under conditions applicable to municipalities prescribed in the relevant NPDES permits; and,

WHEREAS, Chapter 5.5, commencing with Section 13370, of the Porter-Cologne Water Quality Control Act (Division 7, commencing with Section 13000 of the California Water Code) provides for the regulation of discharges subject to the Clean Water Act under waste discharge requirements issued by the California Regional Water Quality Control Boards, or the State Water Resources Control Board, *in lieu* of NPDES permits issued by the United States Environmental Protection Agency; and

WHEREAS, the California Regional Water Quality Control Boards for the Los Angeles, Santa Ana and San Diego regions have issued waste discharge requirements

1 implementing NPDES permit regulations for discharges of stormwater in their respective
 2 portions of the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego
 3 and Ventura; and

4 WHEREAS, the counties, cities, and flood control districts in these Southern
 5 California counties have been identified as co-permittees; and,

6 WHEREAS, the MUNICIPAL PARTIES to this AGREEMENT are acting on behalf of the
 7 municipal co-permittees with respect to their NPDES stormwater requirements for each
 8 county pursuant to local agreements; and

9 WHEREAS, all the NPDES stormwater requirements issued to the MUNICIPAL PARTIES
 10 include extensive monitoring; and

11 WHEREAS, many of the scientific and technical tools for such stormwater
 12 monitoring cooperation are inadequately developed; and

13 WHEREAS, the SCCWRP, a Joint Powers Authority, was established in 1969 and is
 14 governed by a Commission comprising the City of Los Angeles, the Sanitation Districts
 15 of Los Angeles County, the City of San Diego, the Orange County Sanitation District,
 16 the California Regional Water Quality Control Boards for the Los Angeles, San Diego
 17 and Santa Ana regions, the State Water Resources Control Board, the United States
 18 Environmental Protection Agency, Region IX, the Ventura County Watershed Protection
 19 District, the Los Angeles County Flood Control District and the County of Orange; and

20 WHEREAS, the mission of the SCCWRP is to contribute to the scientific
 21 understanding of linkages among human activities, natural events and the health of the
 22 southern California coastal environment, and whose goal is to develop, participate in
 23 and coordinate programs to further this mission; and

24 WHEREAS, all of the PARTIES, through Agreement D99-072 dated February 8, 2001,
 25 have agreed to collaborate for a five year period on a cooperative research/monitoring
 26 program to develop the methodologies and assessment tools to more effectively
 understand urban stormwater and non-stormwater (anthropogenic) impacts to receiving
 waters and to conduct research/monitoring through Subsequent Research Implementation
 Agreements between interested PARTIES; and

1 WHEREAS, the PARTIES, through Agreement D99-072, have agreed that some monies
 2 currently directed to NPDES compliance monitoring may be appropriately directed to
 3 support this research effort; and

4 WHEREAS, the development of a research agenda was identified as the first work
 5 task in creating a cooperative research/monitoring program and has been completed
 6 under the direction of SCCWRP; and

7 WHEREAS, integrating monitoring programs regionally by agreeing on goals,
 8 objectives, and study designs as part of the development of a southern California
 9 Model Monitoring Program was identified as one of the proposed cooperative projects
 10 and was identified as being of immediate importance to all the PARTIES; and

11 WHEREAS, SCCWRP, on behalf of the PARTIES, has previously developed a southern
 12 California Model Monitoring Program and a related Laboratory Guidance Manual and
 13 conducted an intercalibration study to assess interlaboratory variability and enhance
 14 comparability; and

15 WHEREAS, the PARTIES have identified that further work is needed to: a) Repeat
 16 the intercalibration periodically as new laboratories, or new personnel at existing
 17 laboratories, come along; b) Intercalibrate on additional organic constituents such as
 18 chlorinated hydrocarbons, organophosphorus pesticides, and polycyclic aromatic
 19 hydrocarbons; and, c) Integrate laboratory performance-based guidelines into
 20 monitoring programs through model contractual language. The further work is
 21 hereinafter referred to as the LABORATORY INTERCALIBRATION PROGRAM; and

22 WHEREAS, SCCWRP has agreed to manage the LABORATORY INTERCALIBRATION PROGRAM;
 23 and

24 WHEREAS, the MUNICIPAL PARTIES have agreed to fund the \$60,000 cost of the
 25 LABORATORY INTERCALIBRATION PROGRAM according to the cost allocations set forth in
 26 Exhibit B, which is attached hereto and made a part hereof, and subject to the
 availability of funds set forth in Section 10; and

NOW, THEREFORE, IT IS AGREED by and between the PARTIES hereto as follows:

1 Section 1. PURPOSE. This AGREEMENT is entered into as a Subsequent Research
2 Implementation Agreement, pursuant to Agreement D99-072, for the purpose of completing
3 the LABORATORY INTERCALIBRATION PROGRAM.

4 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and
5 execution of this document by the last signatory to this AGREEMENT and shall continue
6 for a period of three (3) years from that date.

7 Section 3. COMPLETION OF LABORATORY INTERCALIBRATION PROGRAM. SCCWRP is
8 designated as the Lead Agency for the completion of the LABORATORY INTERCALIBRATION
9 PROGRAM. As Lead Agency, SCCWRP shall coordinate all portions of the scope of work
10 described in Exhibit A, collect funds from the MUNICIPAL PARTIES, provide progress
11 reports to the Steering Committee, established by Agreement D99-072, on the work
12 completed and the monies expended, and perform other administrative functions
13 necessary to ensure the completion of the LABORATORY INTERCALIBRATION PROGRAM. Exhibit
14 A is attached hereto and made a part hereof.

15 Section 4. FUNDING. Exhibit B describes the cost share allocations for the
16 MUNICIPAL PARTIES for the completion of the LABORATORY INTERCALIBRATION PROGRAM.

17 Section 5. PAYMENT. The MUNICIPAL PARTIES identified in Exhibit B, except for
18 the City of Long Beach, will each make payment of two thousand six hundred and ninety
19 two dollars (\$2,692.00) of their respective cost share allocation to SCCWRP within
20 sixty (60) days of the approval date of this AGREEMENT. The City of Long Beach will
21 make payment of one thousand three hundred and forty eight dollars (\$1,348.00) of its
22 respective cost share allocation to SCCWRP within sixty (60) days of the approval date
23 of this AGREEMENT.

24 The MUNICIPAL PARTIES, except the City of Long Beach, will each make payment to
25 SCCWRP of three thousand four hundred and sixty two dollars (\$3,462.00) and three
26 thousand and seventy seven dollars (\$3,077.00) for years two and three respectively,
subject to the appropriation of funds (see Section 10). The City of Long Beach will
make payment to SCCWRP of one thousand seven hundred and twenty eight dollars

1 (\$1,728.00) and one thousand five hundred and thirty eight dollars (\$1,538.00) for
2 years two and three respectively, subject to the appropriation of funds. At the
3 discretion of any MUNICIPAL PARTY, the second and third payments for that PARTY may be
4 made in advance.

5 At the completion of the work described in Exhibit A, SCCWRP shall provide a
6 final written accounting of expenditures to each of the MUNICIPAL PARTIES for
7 completing the LABORATORY INTERCALIBRATION PROGRAM. If the expenditures are less than
8 the cost share payments made by the MUNICIPAL PARTIES, SCCWRP shall reimburse to each
9 MUNICIPAL PARTY its prorated share of the excess within forty-five (45) days of the
10 final accounting.

11 Section 6. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually
12 understood and agreed that, merely by virtue of entering into this AGREEMENT, the
13 regulatory responsibilities and obligations of each PARTY are in no manner modified.
14 Any such responsibilities and obligations remain the same, while this AGREEMENT is in
15 force, as they were before this AGREEMENT was made.

16 Section 7. AMENDMENT. This AGREEMENT may be amended upon the written approval of
17 all of the PARTIES. Any amendment to this AGREEMENT must be in writing and fully
18 executed by all PARTIES to be effective.

19 Section 8. LIABILITY. It is mutually understood and agreed that, merely by
20 virtue of entering into this AGREEMENT, each PARTY neither relinquishes liability for
21 its own action nor assumes liability for the actions of other PARTIES. It is the
22 intent of the PARTIES that liability of each PARTY shall remain the same, while this
23 AGREEMENT is in force, as it was before this AGREEMENT was made.

24 Section 9. TERMINATION. Any PARTY wishing to terminate its participation in this
25 AGREEMENT shall provide ninety (90) days prior written notice to all the other PARTIES
26 of its intent to withdraw. Such termination shall be effective ninety (90) days after
the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION"). The
terminating PARTY shall continue to be responsible for its share of the financial

1 obligations incurred up to the EFFECTIVE DATE OF TERMINATION as described in Exhibit B
 2 to this AGREEMENT. The remaining PARTIES may continue in the performance of the terms
 3 and conditions of this AGREEMENT on the basis of a revised allocation of the costs in
 4 Exhibit B or may elect to terminate the AGREEMENT.

5 Section 10. AVAILABILITY OF FUNDS. The obligation of each PARTY is subject to
 6 the availability of funds appropriated for this purpose, and nothing herein shall be
 7 construed as obligating the MUNICIPAL PARTIES to expend money in excess of
 8 appropriations authorized by law.

9 Section 11. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this
 10 AGREEMENT is intended or shall be construed to give any person, other than the PARTIES
 11 hereto, and any permitted successors, any legal or equitable right, remedy or claim
 12 under or in respect of this AGREEMENT or any provisions herein contained. This
 13 AGREEMENT and any conditions and provisions hereof is intended to be and is for the
 14 sole and exclusive benefit of the PARTIES hereto and the others mentioned above, and
 15 for the benefit of no other person.

16 Section 12. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or
 17 "days" herein shall mean calendar day or calendar days, respectively, unless otherwise
 18 expressly provided.

19 Section 13. ATTORNEYS FEES. In any action or proceeding brought to enforce or
 20 interpret any provision of this AGREEMENT, or where any provision hereof is validly
 21 asserted as a defense, each PARTY shall bear its own attorneys' fees and costs.

22 Section 14. ENTIRE AGREEMENT. Except as stated in Agreement D99-072, this
 23 AGREEMENT is intended by the PARTIES as a final expression of their agreement and is
 24 intended to be a complete and exclusive statement of the agreement and understanding
 25 of the PARTIES hereto in respect of the subject matter contained herein. There are no
 26 restrictions, promises, warranties or undertakings, other than those set forth or

1 referred to herein. This AGREEMENT supersedes all prior agreements and understandings
2 between the PARTIES with respect to such matter.

3 Section 15. SEVERABILITY. If any part of this AGREEMENT is held, determined or
4 adjudicated to be illegal, void, or unenforceable by a court of competent
5 jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest
6 extent reasonably possible.

7 Section 16. SUCCESSORS AND ASSIGNS. The terms and provisions of this AGREEMENT
8 shall be binding upon and inure to the benefit of the PARTIES hereto and their
9 successors and assigns.

10 Section 17. NOTICES. All notices required or desired to be given under this
11 AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified
12 mail, return receipt requested or (c) sent by telefacsimile communication followed by
13 a mailed copy, to the addresses specified below, provided each PARTY may change the
14 address for notices by giving the other PARTIES at least ten (10) days written notice
15 of the new address. Notices shall be deemed received when actually received in the
16 office of the addressee or when delivery is refused, as shown on the receipt of the
17 U.S. Postal service, or other person making the delivery, except that notices sent by
18 telefacsimile communication shall be deemed received on the first business day
19 following delivery.

20 Director, RDMD
21 County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048

General Manager-Chief Engineer
Riverside County FC&WCD
1995 Market St.
Riverside, CA 92501

22 Director of Public Works
23 County of Los Angeles
900 S. Fremont Ave.
24 Alhambra, CA 91803

Director of Public Works
City Hall, 9th Floor
333 West Ocean Boulevard
Long Beach CA 90802

25 Director
Ventura County W.P. District
800 S. Victoria
26 Ventura, CA 93009

Director, Dept of Public Works
County of San Bernardino
825 E. 3rd Street
San Bernardino, CA 92415-0835

1 Executive Officer
Los Angeles RWQCB
2 320 W. 4th St., Suite 200
Los Angeles, CA 90013

Executive Officer
San Diego RWQCB
9174 Sky Park Court, Ste 100
San Diego, CA 92123

3 Executive Officer
Santa Ana RWQCB
4 3737 Main St., Suite 500
5 Riverside, CA 92501

Executive Director
SCCWRP
7171 Fenwick Lane
Westminster, CA 92683

6 Section 18. OWNERSHIP OF DOCUMENTS. Upon completion of each written task
7 deliverable described in Exhibit A, SCCWRP shall provide each of the PARTIES with a
8 copy of the work product. The PARTIES, individually or jointly, shall not be limited
9 in any way in their use of all data in the work product, including but not limited to
10 reports, files, plans, drawings, specifications, proposals, sketches, diagrams and
11 calculations, provided that any such use not within the purposes of this AGREEMENT
12 shall be at the sole risk of the PARTY making that use.

13 Section 19. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in
14 counterpart and the signed counterparts shall constitute a single instrument.

15 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the
16 dates opposite their respective signatures:
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COUNTY OF ORANGE

A political subdivision of the State of California

Date: 1-31-06

By Bill Campbell
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Date: 1-31-06

By Darlene J. Bloom
DARLENE J. BLOOM
Clerk of the Board of Supervisors of Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL

By [Signature]
Deputy

Date: 12/14/2005



COUNTY OF LOS ANGELES
A political subdivision of the State of
California, acting on behalf of the Los Angeles
County Flood Control District

Date: JAN 3 1 2006

By *Mike Antonovich*
MAYOR, Board of Supervisors



Date: JAN 3 1 2006

ATTEST:
By *[Signature]*
DEPUTY
Clerk of the Board of Supervisors of
County of Los Angeles, California

APPROVED AS TO FORM
COUNTY COUNSEL

By *Judith Tans*
Deputy

Date: 1-11-06

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.
VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 JAN 31 2006

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic

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Date: January 24, 2006

By Linda Parker
Chair of the Board of Supervisors of the
Ventura County Watershed Protection District

ATTEST:

Date: January 24, 2006

By Carrie Cornitt
Deputy Clerk of the Board of Supervisors of
Ventura County, California and ex-officio
Clerk of the Board of the Ventura County
Watershed Protection District

APPROVED AS TO FORM
COUNTY COUNSEL

By Albert [Signature]
Deputy

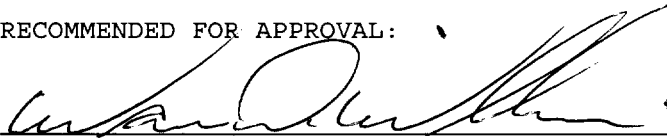


Date: February 3, 2006


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RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
A body corporate and politic

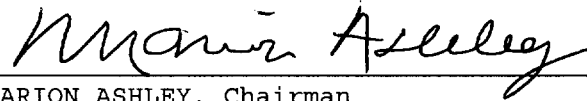
RECOMMENDED FOR APPROVAL:


WARREN D. WILLIAMS
General Manager-Chief Engineer

APPROVED AS TO FORM:

By 
JOE S. RANK
County Counsel

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
A body corporate and politic

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

ATTEST:

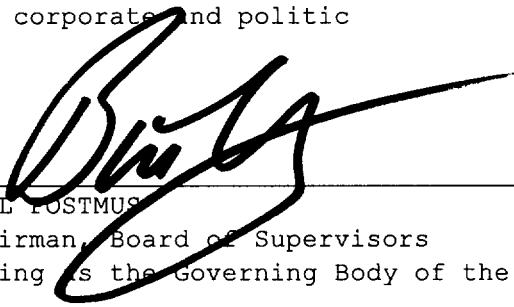
NANCY ROMERO
Clerk of the Board

Date: DEC 20 2005

By 
Deputy

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

Date: DEC 06 2005

By: 
BILL POSTMUS
Chairman, Board of Supervisors
Acting as the Governing Body of the District

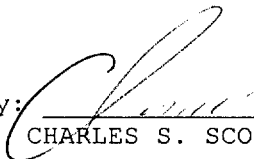
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF
THE BOARD:

Dena Smith
Clerk of the Board of Supervisors of the
County of San Bernardino

By: 
Dena Smith, Clerk
DEC 06 2005



APPROVED AS TO LEGAL FORM
RONALD D. REITZ
County Counsel

By: 
CHARLES S. SCOLASTICO
Deputy County Counsel

Date: 11-21-05

CITY OF LONG BEACH

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Date: April 6, 2006

By 
City Manager

APPROVED AS TO FORM
CITY ATTORNEY

By 
Deputy

Date: 21 March 2006


CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

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Date: 9/22/05


By: 
Executive Officer

APPROVED AS TO FORM:



Attorney for the Regional Water Quality
Control Board, Los Angeles Region

1 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

2
3 Date: 1-4-06

By: 
Executive Officer

4 APPROVED AS TO FORM:

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6 
7 Attorney for the Regional Water Quality
8 Control Board, Santa Ana Region

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1 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

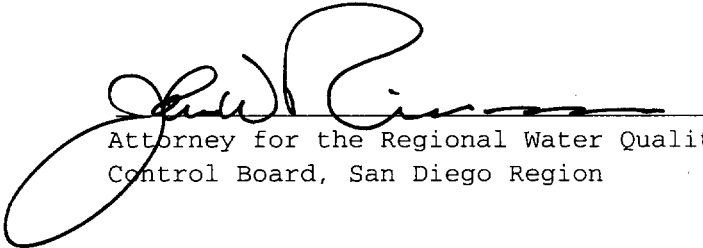
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3 Date:

9/27/05

By:


Executive Officer


4 APPROVED AS TO FORM:

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7 
Attorney for the Regional Water Quality
Control Board, San Diego Region

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1 SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

2
3 Date: 9/16/05

By: 
STEPHEN B. WEISBERG
Executive Director

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Exhibit A

Laboratory Intercalibration Program

INTRODUCTION

One goal of the southern California Stormwater Monitoring Coalition (SMC) is to compile monitoring data from separate monitoring programs to make regionwide assessments. The SMC members have begun to integrate their monitoring programs by agreeing on goals, objectives, and study designs as part of their development of a southern California Model Monitoring Program. As part of the model monitoring program, 11 analytical laboratories that perform chemical analysis of runoff samples for SMC members conducted an intercalibration study to assess interlaboratory variability and enhance comparability.

The laboratory intercalibration study quantified the range of variability both within and among laboratories that SMC members can expect when examining their own data, or combining data with other agencies. It was successful because the laboratories worked together to minimize interlaboratory variability through the use of performance-based limits for accuracy, precision, and sensitivity. The intercalibration study also defined a series of protocols for specific analytical techniques where performance-based guidelines needed to be enhanced with methodological consistency to ensure comparability. Finally, the intercalibration and resulting guidelines/protocols were documented in a Laboratory Guidance Manual for SMC member laboratories.

The laboratory Guidance Manual and intercalibration effort, however, was incomplete in three areas. The first area was the need to repeat the intercalibration periodically as new laboratories, or new personnel at existing laboratories, come along. The second area was the need to intercalibrate on additional constituents. The original laboratory calibration focused on suspended solids (TSS), nutrients, and trace metals. Organic constituents such as chlorinated hydrocarbons (CHC), organophosphorus pesticides (OP), and polycyclic aromatic hydrocarbons (PAH) were not included. Third, the integration of the laboratory performance-based guidelines were insufficiently integrated into monitoring programs. While the Laboratory Manual could be used as citation for monitoring agencies or regulatory compliance, no specific permitting or contractual language was provided for SMC members.

The goal of this proposal is to complete the three areas of missing information to make the Laboratory Guidance Manual an ongoing and effective document. It will involve three steps: 1) repeat the laboratory intercalibration for TSS, nutrients, and trace metals; 2) initiate an intercalibration for organic constituents; and 3) create draft contract language for integration into stormwater monitoring programs.

SCOPE OF WORK

Task 1 - Laboratory Intercalibration for Total Suspended Solids, Nutrients, and Trace Metals

The laboratory intercalibration for TSS, nutrients, and trace metals will follow a similar pattern as the previous intercalibration (described in detail in the SMC Laboratory Guidance Manual). In brief, this involves creating a laboratory working group, selection of samples and constituents, and iterative testing. All previously participating laboratories will be invited to take part in the exercise, but any new laboratory that wishes to participate will be included. The constituents of concern and reporting levels from the previous intercalibration are detailed in the table below. There will be three matrices used for intercalibration. The first will be a reference material, created especially for this exercise, with levels of constituents similar to those found in stormwater. The second matrix will be a runoff sample from an urban catchment. The third matrix will be a runoff sample from an undeveloped catchment. As in the previous intercalibration exercise, artificial rainfall may be used to generate runoff depending on sampling needs and logistics. Triplicate samples of the two runoff matrices will be distributed blind to each of the participating laboratories. The testing on these three matrices will be conducted at least twice so laboratories can correct measurement deficiencies detected in the first round of testing.

Target Analytes and Reporting Levels for the Stormwater Monitoring Coalition Monitoring Program.

Analyte	SMC Target Reporting Level	California Toxics Rule Limit (Freshwater)	California Toxics Rule Limit (Seawater)	Units
General Constituents				
TSS	5	-	-	mg/L
Nitrate+Nitrite as N	0.2	-	-	mg/L
Ammonia as N	0.1	-	-	mg/L
Total Phosphorus as P	0.1	-	-	mg/L
Total Kjeldahl Nitrogen	0.2	-	-	mg/L
Total Organic Carbon	1	-	-	mg/L
Total Metals				
Arsenic	2	150	36	µg/L
Cadmium	1	2.2	9.3	µg/L
Chromium (total)	5	11	50	µg/L
Copper	2	9	3.1	µg/L
Nickel	4	52	8.2	µg/L
Lead	1	2.5	8.1	µg/L
Selenium	2	5	71	µg/L
Silver	1	3.4	1.9	µg/L
Zinc	10	120	81	µg/L

The intercalibration exercise for TSS, nutrients, and trace metals will result in an assessment of within and between lab variability as well as generating performance-based guidelines for accuracy, precision, and sensitivity. Because the current SMC Laboratory Guidance Manual specifies population-based estimators for assessing these guidelines in a runoff matrix, SMC member agencies can use these data as pass/fail criteria for selecting contract laboratories. The final product will be a revision and update to the current SMC Laboratory Guidance Manual.

Task 2 - Laboratory Intercalibration for Chlorinated and Polycyclic Aromatic Hydrocarbons and Organophosphorus Pesticides

A similar approach will be followed for organic constituents as the previous task for total suspended solids, nutrients and trace metals. The major differences with organic constituents, however, will be detailed discussions of how to design and implement the intercalibration study and determining the level of comparability necessary to complete the study. For example, none of the SMC members have a common analyte list for organic constituents and for those constituents that are measured in common among a subset of the agencies, the level of sensitivity (i.e. detection limit) may vary up to two orders of magnitude. As a result, the first task will be to select a common constituent list and target reporting levels.

Determining the level of comparability among laboratories for organic constituents is also a unique challenge because the analysis of organic constituents is more difficult than nutrients or trace metals. Organic constituents need to be extracted from the water/particle matrix, cleaned up to remove interfering substances, then processed through gas chromatographic separation (GC) for quantification of specific analytes of interest. In addition, chemists are working at concentrations that are much lower than those found for nutrients and trace metals. The result of this increased complexity is the potential for increased divergence of methodology and subsequent interlaboratory variability. Therefore, specific steps may require additional effort to discriminate variability associated with technique and protocol from extraction, clean up, and GC activities. For example, the intercalibration for organic constituents in sediment from the Bight'98 Regional Monitoring Program required between three and six rounds of analysis to overcome significant divergence in analytical results. Four iterations are assumed for this exercise.

The final product for this task will be an addendum to the current SMC Laboratory Guidance Manual to incorporate performance-based guidelines for accuracy, precision, and sensitivity of organic constituents in a runoff matrix.

Task 3 - Create Model Contract Language

The SMC Laboratory Guidance Manual will be utilized to create model contract language for use by SMC members in preparing requests for proposals and agreements with contract laboratories. This task will begin with a summary of the proposal process used

by each of the member agencies. The draft contract language will focus on technical and quality assurance activities, including a scoring system for evaluating proposals, but providing sufficient flexibility in administrative language to address the needs and desires of each individual SMC member. The draft proposal and contract language will ensure both a fair and equitable process for all potential bidders.

TIMELINE

Task 1 is an ongoing activity that will be completed annually for the duration of the Agreement. Task 2 will be initiated in year 2 and will then be an ongoing activity that will be repeated annually for the duration of the Agreement. Task 3 is a one-time activity that will be completed in year 1.

Proposed timeline

Task	Quarters from Project Inception											
	Yr1 Q1	Q2	Q3	Q4	Yr2 Q1	Q2	Q3	Q4	Yr3 Q1	Q2	Q3	Q4
Laboratory Intercalibration for TSS, Nut's, and Metals	■				■				■			
Laboratory Intercalibration for PAHs, CHCs, and OPs					■	■			■	■		
Model Contract Language		■				■				■		

Exhibit B Budget

PROJECT COSTS

Proposed cost for project phases:

	Year 1	Year 2	Year 3	Total
Laboratory Intercalibration for TSS, Nut's, and Metals	\$10,000	\$10,000	\$10,000	\$30,000
Laboratory Intercalibration for PAHs, CHCs, and OPs	-	\$7,500	\$7,500	\$15,000
Model Contract Language	\$7,500	\$5,000	\$2,500	\$15,000
Total	\$17,500	\$22,500	\$20,000	\$60,000

Costs incurred by laboratories for labor to attend the intercalibration workgroup meetings and in-house sample analysis are assumed to be the responsibility of the laboratory.

MONETARY DISTRIBUTION AMONG PARTIES

Agency	Year 1	Year 2	Year 3	Total
County of Orange	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
San Bernardino County Flood Control District	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
Riverside County Flood Control and Water Conservation District	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
City of Long Beach	\$1,348.00	\$1,728.00	\$1,538.00	\$4,614.00
County of Los Angeles	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
County of Ventura Watershed Protection District	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
Southern California Coastal Water Research Project	\$2,692.00	\$3,462.00	\$3,077.00	\$9,231.00
Total	\$17,500.00	\$22,500.00	\$20,000.00	\$60,000.00