

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

703B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 17, 2013

SUBJECT: Subsequent Research Implementation Agreement To Develop and Implement a Laboratory Intercalibration Program for Toxicity, (Agreement No. D10-061)
District All [\$7,142.86]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Implementation Agreement (Agreement) between the District, the County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the San Bernardino County Flood Control District, the California Regional Water Quality Control Board (CRWQCB) – Los Angeles Region, CRWQCB – Santa Ana Region, CRWQCB - San Diego Region, and the Southern California Coastal Water Research Project, and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the SMC Funding Parties, including Counties throughout southern California, will participate in the Toxicity Laboratory Intercalibration Program. The primary goal of the Toxicity Laboratory Intercalibration Program is to define a series of consistent protocols that will minimize intercalibratory variability and allow for the comparison of water quality information throughout the region.

WARREN D. WILLIAMS
General Manager-Chief Engineer

LMD:bjp
P8/157197

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,571.43	\$ 3,571.43	\$ 7,142.86	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 3,571.43	\$ 3,571.43	\$ 7,142.86	\$ 0	

SOURCE OF FUNDS: 25190-947560-527240 Santa Ana Assessment, NPDES Contribution
Budget Adjustment: No
For Fiscal Year: 13/14 & 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn, MPA

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: December 17, 2013
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: District All Agenda Number:

11-3

FOR RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY NEAL R. KINIS

Departmental Concurrence

FISCAL PROCEDURES APPROVED
JEANNE J. REY, FINANCE DIRECTOR
BY:
REGINAL L. NEAL

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Subsequent Research Implementation Agreement To Develop and Implement a Laboratory Intercalibration Program for Toxicity (Agreement No. D10-061)

District All [\$7,142.86]

DATE: December 17, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

This Agreement sets forth the terms and conditions by which the parties will participate in the Toxicity Laboratory Intercalibration Program. In addition, the Agreement also sets forth the terms and conditions by which the District, County of Orange, Los Angeles County Flood Control District, County of San Diego, San Bernardino County Flood Control District, Ventura County Watershed Protection District, and the Southern California Coastal Water Research Project will contribute funding toward the Toxicity Laboratory Intercalibration Program.

There is a disparity in the occurrence, frequency, and methods of aquatic toxicity testing among the municipal National Pollutant Discharge Elimination System stormwater permittees in southern California. The primary goal of the Toxicity Laboratory Intercalibration Program is to define a series of consistent protocols that will minimize intercalibratory variability and allow for the comparability of water quality information throughout this region of southern California.

Impact on Citizens and Businesses

No impact to residents and businesses.

LMD:bjp
P8/157197

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

THIS AGREEMENT, for purposes of identification numbered D10-061, is made and entered into this 16th day of Sept., 2013, by and between the County of Orange, the Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, 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". The County of Orange, Los Angeles County Flood Control District, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, and the San Bernardino County Flood Control District are sometimes jointly referred to as "MUNICIPAL PARTIES" and together with SCCWRP are sometimes jointly referred to as "FUNDING PARTIES".

WITNESSETH

WHEREAS, Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) contain provisions for applications for municipal and industrial stormwater discharge permits; and,

WHEREAS, these provisions require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) permit under authority granted by the United States Environmental Protection Agency to allow the lawful discharge of stormwater into waters of the United States; and,

WHEREAS, in southern California NPDES stormwater permits have been issued by the Los Angeles, San Diego and Santa Ana Regional Water Quality Control Boards in the

11.3 12/17/13

1 counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura
2 naming the counties, cities and flood control/watershed protection districts as co-
3 permittees; and,

4 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES have
5 requirements for extensive monitoring and encourage inter-jurisdictional cooperation
6 in monitoring; and,

7 WHEREAS, the mission of the SCCWRP, a Joint Powers Authority, is to contribute
8 to the scientific understanding of linkages among human activities, natural events and
9 the health of the southern California coastal environment, and whose goal is to
10 develop, participate in and coordinate programs to further this mission; and,

11 WHEREAS, all of the PARTIES, except Los Angeles County Flood Control District,
12 have agreed through Agreement D06-049 dated June 4, 2008 to collaborate on a
13 cooperative research/monitoring program to develop methodologies and assessment tools
14 to more effectively understand urban stormwater and non-stormwater (anthropogenic)
15 impacts to receiving waters and to conduct research/monitoring through Subsequent
16 Research Implementation Agreements between interested PARTIES; and,

17 WHEREAS, Agreement D06-049 recognizes that other parties, not signatory to the
18 Agreement may, by written agreement, become parties to these Subsequent Research
19 Implementation Agreements; and,

20 WHEREAS, many of the scientific and technical tools for stormwater program
21 implementation, assessment and monitoring remain not fully developed; and,

22 WHEREAS, the PARTIES have identified that further work is needed to
23 intercalibrate on toxicity analyses. The work is hereinafter referred to as the
24 TOXICITY LABORATORY INTERCALIBRATION PROGRAM; and,

25 WHEREAS, the cost of the TOXICITY LABORATORY INTERCALIBRATION PROGRAM is
26 \$50,000 and will be shared by the FUNDING PARTIES according to the cost allocations
set forth in Exhibit B, which is attached hereto and made a part hereof; and,

1 WHEREAS, SCCWRP has agreed to manage the TOXICITY LABORATORY INTERCALIBRATION
2 PROGRAM on behalf of the PARTIES.

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

4 Section 1. PURPOSE. This AGREEMENT is entered into as a Subsequent Research
5 Implementation Agreement, pursuant to Agreement D06-049, for the purpose of conducting
6 the TOXICITY LABORATORY INTERCALIBRATION PROGRAM as described in Exhibit A.

7 Section 2. TERM. The term of this AGREEMENT shall commence upon approval and
8 execution of this document by the last signatory to this AGREEMENT and shall continue
9 for a period of up to two (2) years from that date, or until completion of the Scope
10 of Work, whichever occurs first.

11 Section 3. TOXICITY LABORATORY INTERCALIBRATION PROGRAM. SCCWRP is designated
12 as the Lead Agency for conducting the TOXICITY LABORATORY INTERCALIBRATION PROGRAM. As
13 Lead Agency, SCCWRP shall coordinate all portions of the scope of work described in
14 Exhibit A of this AGREEMENT, collect funds from the FUNDING PARTIES, provide progress
15 reports to the Steering Committee, established by Agreement D06-049 comprising one
16 representative from each signatory, on the work completed and the monies expended, and
17 perform other administrative functions necessary to ensure the update of the TOXICITY
18 LABORATORY INTERCALIBRATION PROGRAM. Exhibit A is attached hereto and made a part
19 hereof.

20 Section 4. FUNDING. Exhibit B describes the estimated cost share
21 allocations for the FUNDING PARTIES for conducting the TOXICITY LABORATORY
22 INTERCALIBRATION PROGRAM. Exhibit B is attached hereto and made a part hereof.

23 Section 5. PAYMENT. The FUNDING PARTIES will each make the payment of their cost
24 share allocation, identified in Exhibit B of this AGREEMENT, to SCCWRP within ninety
25 (90) days of the effective date of this AGREEMENT.

26 Within 60 days of completion of the work described in Exhibit A of this
AGREEMENT, SCCWRP shall provide a final written accounting of expenditures to each of
the FUNDING PARTIES for conducting the TOXICITY LABORATORY INTERCALIBRATION PROGRAM.

1 If the expenditures are less than the cost share payments made by the FUNDING PARTIES,
2 SCCWRP shall reimburse to each PARTY its prorated share of the excess within forty-
3 five (45) days of the final accounting.

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

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

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

17 Section 9. TERMINATION. Any PARTY wishing to terminate its participation in this
18 AGREEMENT shall provide ninety (90) days prior written notice to all the other PARTIES
19 of its intent to withdraw. Such termination shall be effective ninety (90) days after
20 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION"). If the
21 terminating PARTY is a FUNDING PARTY, the terminating PARTY shall continue to be
22 responsible for its share of the financial obligations incurred, as described in
23 Exhibit B to this AGREEMENT, up to the EFFECTIVE DATE OF TERMINATION. The remaining
24 PARTIES may continue in the performance of the terms and conditions of this AGREEMENT
25 on the basis of a revised allocation of the costs in Exhibit B pursuant to Section 7
26 of this AGREEMENT or may elect to terminate the AGREEMENT.

Notwithstanding the above, if the terminating PARTY is SCCWRP, the agreement
will automatically terminate on the EFFECTIVE DATE OF TERMINATION. Within 60 days of

1 the EFFECTIVE DATE OF TERMINATION, SCCWRP shall provide all work products completed, a
 2 final written accounting and reimbursement of any unexpended funds to the PARTIES.

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

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

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

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

20 Section 14. ENTIRE AGREEMENT. Except as stated in Agreement D06-049, this
 21 AGREEMENT is intended by the PARTIES as a final expression of their agreement and is
 22 intended to be a complete and exclusive statement of the agreement and understanding
 23 of the PARTIES hereto in respect of the subject matter contained herein and supersedes
 24 all prior agreements and understandings between the PARTIES with respect to such
 25 matter. There are no restrictions, promises, warranties or undertakings, other than
 26 those set forth or referred to herein.

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

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

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

18 Director, OC Public Works
19 County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048

20 Director of Public Works
21 Los Angeles County FCD
Watershed Management Division
22 900 S. Fremont Ave.
Alhambra, CA 91803

23 Director
24 Ventura County W.P. District
800 S. Victoria
Ventura, CA 93009

25 General Manager-Chief Engineer
26 Riverside County FC&WCD
1995 Market St.

1 Riverside, CA 92501

2 Asst. Director of Public Works
3 County of San Diego
4 5201 Ruffin Road, Suite P
5 San Diego, CA 92123

6 Flood Control Engineer
7 County of San Bernardino FCD
8 825 E. 3rd Street
9 San Bernardino, CA 92415-0835

10 Executive Officer
11 Los Angeles RWQCB
12 320 W. 4th St., Suite 200
13 Los Angeles, CA 90013

14 Executive Officer
15 Santa Ana RWQCB
16 3737 Main St., Suite 500
17 Riverside, CA 92501

18 Executive Officer
19 San Diego RWQCB
20 9174 Sky Park Court, Ste 100
21 San Diego, CA 92123

22 Executive Director
23 SCCWRP
24 3535 Harbor Blvd
25 Costa Mesa, CA 92626

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

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

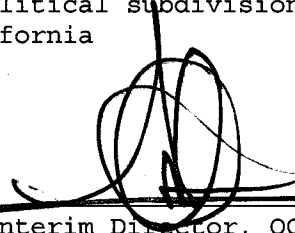
Section 20. EFFECTIVE DATE. This AGREEMENT shall become effective upon the last date of signature by a PARTY.

1 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates
2 opposite their respective signatures:

3 COUNTY OF ORANGE

4 A political subdivision of the State of
5 California

6 Date: 10/8/13

7 By  _____
Interim Director, OC Public Works

8
9 APPROVED AS TO FORM
10 COUNTY COUNSEL

11 By  _____
12 Deputy

13 Date: 10/4/13

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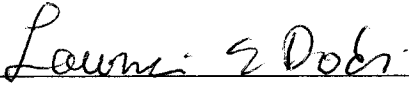
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic of the State of
California

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Date: _____

By 
Chief Engineer

APPROVED AS TO FORM:
JOHN F. KRATLLI
County Counsel

By 
Senior Deputy

Date: 5-22-2013

IN WITNESS THEREOF, this AGREEMENT (D10-06; Lab
Intercalibration Toxicity) is executed as follows:
For the County of San Diego

Date: 7/9/2013

By: Richard E. Crompton

Richard E. Crompton
Director, Department of Public Works Contracting

Approved as to Form
County Counsel

Date: 7/2/2013

By: James R. O'Day

James R. O'Day
Senior Deputy Counsel


BOARD MINUTES
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

SUPERVISORS STEVE BENNETT, LINDA PARKS,
KATHY I. LONG, PETER C. FOY AND JOHN ZARAGOZA
June 4, 2013 at 8:30 a.m.

CONSENT – PUBLIC WORKS AGENCY – Watershed Protection District – Approval of, and Authorization for, the Watershed Protection District (District) Director to Execute the Southern California Stormwater Monitoring Coalition (SMC) Subsequent Research Implementation Agreement No. D10-061 to Fund the District's One Time Share of \$7,143 for a Toxicity Laboratory Intercalibration Program in Collaboration with the SMC; All Supervisorial Districts, All Zones.

- (X) All board members are present, except Supervisor Bennett.
- (X) Upon motion of Supervisor Zaragoza, seconded by Supervisor Long, and duly carried, the Board hereby removes Item 12 from the agenda.
- (X) Upon motion of Supervisor Zaragoza, seconded by Supervisor Foy, and duly carried, the Board hereby approves the staff recommendations as stated in the respective Board letters for Consent Items 10 – 11 and 13 – 20.

By: _____


Brian Palmer
Chief Deputy Clerk of the Board

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument
is a true and correct copy of the document
which is on file in this office.

MICHAEL POWERS, Clerk of the Board of Supervisors,
County of Ventura, State of California.

Dated: June 7, 2013

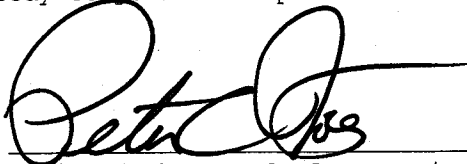
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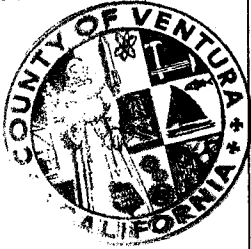

Deputy Clerk of the Board



VENTURA COUNTY WATERSHED PROTECTION DISTRICT
A body corporate and politic


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4 Date: June 4, 2013

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



7 ATTEST:

8
9 Date: June 4, 2013

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

10 APPROVED AS TO FORM
11 COUNTY COUNSEL

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15 By _____
Deputy

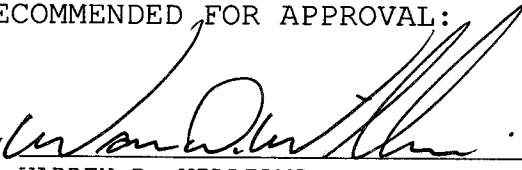
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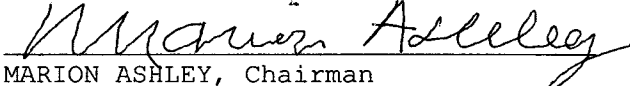
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**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer


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

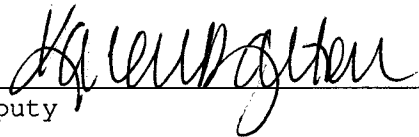
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

Date: DEC 17 2013

(To be filled in by Clerk of the Board)

COUNTY OF SAN BERNARDINO
A political subdivision of the State of
California

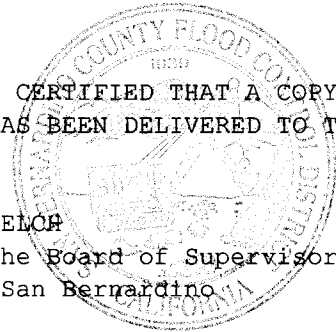
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Date: MAY 06 2014

By: Janice Rutherford
JANICE RUTHERFORD, Chair, 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 CHAIR OF THE
BOARD:

LAURA H. WELCH
Clerk of the Board of Supervisors
County of San Bernardino



By: S. Stubbins
Deputy

APPROVED AS TO LEGAL FORM
County Counsel

By: Mitchell L. Norton
MITCHELL L. NORTON, Deputy

Date: 5/1/2014

1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

2
3 Date: 9/16/14

4 By: Samuel Unger
Executive Officer

5 APPROVED AS TO FORM:

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

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REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

Date: 7/19/13

By: K. V. Bluff
Executive Officer

APPROVED AS TO FORM:

David Prie
Attorney for the Regional Water Quality
Control Board, Santa Ana Region

1 REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

2
3 Date: JUNE 24, 2014

By: *Kevin W. [Signature]*
Executive Officer

4
5 APPROVED AS TO FORM:

6
7 *Catherine George Hagan*
8 Attorney for the Regional Water Quality
9 Control Board, San Diego Region

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SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

Date: 9/24/13

By: 
STEPHEN B. WEISBERG
Executive Director

EXHIBIT A Scope of Work Toxicity Laboratory Intercalibration Program

INTRODUCTION

There is a disparity in the occurrence, frequency, and methods of aquatic toxicity testing among the municipal NPDES stormwater permittees in southern California (Table 1). All but one county conducts toxicity tests and of these tests, a mix of both freshwater and marine species is used. However, only one single species tested in common among all counties, Ceriodaphnia. In addition, when toxicity does occur, the triggers to identify the responsible toxicants are not comparable. Toxicity identification evaluations (TIEs) can occur after a single test, after two tests, or after an entire season. There is little consistency in many elements of the toxicity testing programs that monitor municipal stormwater in Southern California.

Table 1. Toxicity testing species, test endpoints, and toxicity identification evaluation triggers in 2005.

Agency	Species	Endpoints	TIE Trigger
Ventura Co.	Ceriodaphnia Menidia	Survival, repro Survival, growth	TUa > 1 2 consec wet events
Los Angeles Co.	Ceriodaphnia Strongylocentrotus	Survival, repro Fertilization	Persistence previous yr, Ranked magnitude
City of Long Beach	Ceriodaphnia Strongylocentrotus	Survival, repro Fertilization	TUa > 2 TUc > 3
Orange Co.	Ceriodaphnia Strongylocentrotus Mysids Selenastrum Pimephales	Survival, repro Embryo Dev, Fertilization Survival, growth growth Survival	Persistence previous yr, Ranked magnitude
San Bernardino Co.	-		
Riverside Co.	Ceriodaphnia Hyalalela Selenastrum Pimephales	Survival, repro Survival Growth Survival	Persistence previous yr, Ranked magnitude
San Diego Co.	Ceriodaphnia Hyalalela Selenastrum	Survival, repro Survival Growth	Persistence previous yr, Ranked magnitude

In order to improve the quality and comparability of stormwater monitoring information, both stormwater permittees and regulators have collaborated to form the Southern California Stormwater Monitoring Coalition (SMC). One goal of the SMC is to compile monitoring data from separate monitoring programs to make regionwide assessments.

Currently for toxicity testing, stormwater permittees and regulators are incapable of compiling regionwide data because of the differences in testing programs.

The SMC has had similar issues of comparability and equity in their chemical testing program. To overcome the lack of comparability, the SMC initiated a laboratory intercalibration study. The intercalibration study achieved three goals. First, it provided a platform to develop standardized approaches to data collection. Second, the intercalibration study quantified the range of variability both within and among laboratories to help SMC member agencies evaluate their own data, or combining data with other agencies. Third, it provided an excellent vehicle for improving within and among laboratory variability, thereby enhancing laboratory analytical programs individually and collectively throughout Southern California.

The goal of this study is twofold: 1) to establish standardized toxicity testing protocols for SMC member agencies, and 2) to conduct an intercalibration study to quantify the range within and among laboratory variability in toxicity testing, thereby improving overall performance. Ultimately, the laboratory intercalibration testing will be documented in a guidance manual defining toxicity testing designs and methods.

SCOPE OF WORK

The laboratory intercalibration for toxicity will follow a similar pattern as the previous chemical testing intercalibration. The intercalibration will involve four tasks:

Task 1. Create a Laboratory Working Group (Working Group).

The laboratory managers involved in the intercalibration will constitute the Working Group. All SMC participating laboratories will be invited to take part in the exercise, and any new laboratory that wishes to participate can be included.

Task 2. Selection of species and end points.

While the Working Group proposes the final recommendation on test species, a minimum of one freshwater and one marine species will be evaluated. There will be three sample matrices of increasing complexity used for intercalibration. The first will be a reference toxicant with known quantities of a single toxicant constituted in the laboratory. The second matrix will be a simulated runoff sample from an urban catchment created using artificial rainfall. Both sample types will be tested with replication to assess within laboratory variability.

Task 3. Iterative testing.

These samples shall be tested iteratively to identify sources of variability among laboratories. When variability *among* the laboratories has been minimized and is quantitatively similar to variability *within* the laboratories, then a third matrix will be tested. The third matrix will be a storm event runoff sample from an urban catchment to assess variability associated with a real sample. A reference toxicant sample will be tested at the same time to assure unbiased test organism responses.

Task 4. Guidance Manual.

The assessment of variability within and between laboratories from the intercalibration exercise will be used to generate performance-based guidelines for accuracy, precision, and sensitivity. SMC member agencies will then be able to use these data as pass/fail criteria for selecting contract laboratories.

TIMELINES

The entire intercalibration program is expected to take approximately one year but may extend up to two years due to the need for a wet weather event.

Creation of the Working Group and recommended species should occur in the first quarter. The iterative testing should take approximately six months to complete. This task may be lengthened or shortened based on the success or failure of the iterative process. Regardless, at some point there will be a need to wait for a wet weather event to proceed. The Guidance Manual will be completed in the final quarter and will also include the assessments of variability, documentation of the methods of standardization, and agreement on performance-based criteria. A conceptual timeline would be as follows:

Table 2. Proposed timeline

Task	Quarters from Project Inception			
	Q1	Q2	Q3	Q4
1. Create Working Group				
2. Selection of species and endpoints				
3. Iterative testing				
4. Guidance Manual				

EXHIBIT B Budget

PROJECT COSTS

The budget provides estimates for the four tasks described in Exhibit A. The Lead Agency will be responsible for leadership of the project, including facilitating the Working Group, creation of the reference material, collection and distribution of the runoff samples, and creation of the Laboratory Guidance Manual. Costs incurred by laboratories for labor to attend the intercalibration workgroup meetings and in-house sample analysis will be the responsibility of the laboratory. Table 3 shows the costs.

Table 3. Anticipated Costs for Intercalibration Study.

	Total
1. Create a Working Group	\$5,000
2. Selection of species and endpoints	\$5,000
3. Iterative testing	\$25,000
4. Guidance Manual	\$15,000
Total	\$50,000

MONETARY DISTRIBUTION AMONG PARTIES

The monetary obligation of \$50,000 for this project shall be distributed among the FUNDING PARTIES as follows:

Table 4. Cost shares among FUNDING PARTIES

	Cost per Agency
County of Orange	\$7,142.86
Los Angeles FCD	\$7,142.86
County of San Diego	\$7,142.86
Riverside County FCD	\$7,142.86
San Bernardino FCD	\$7,142.86
Ventura County WPD	\$7,142.86
SCCWRP	\$7,142.84
Total	\$50,000.00