

SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 26

Roundtables/ Task Forces

THIS AGREEMENT is made on _____, 2019, by and between the **SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)**, a joint powers agency created pursuant to Government Code Section 6500 et seq., and the following Member Agencies of SAWPA: **EASTERN MUNICIPAL WATER DISTRICT (EASTERN); INLAND EMPIRE UTILITIES AGENCY (IEUA); SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (VALLEY); WESTERN MUNICIPAL WATER DISTRICT (WESTERN)**, and **ORANGE COUNTY WATER DISTRICT (OCWD)**, all collectively referred to herein as "Parties."

RECITALS

- A. The Parties are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries. SAWPA is a Joint Powers Authority, formed by the other Parties pursuant to Government Code Section 6500 et seq., to serve as a regional entity to facilitate the collaborative development and regional implementation of a wide range of water resources strategies.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees when less than all of the SAWPA member agencies are participating.
- C. SAWPA was originally formed in 1967 to engage in watershed-scale water quality planning. During the 1970s, the agency was reformed as a project authority to implement projects in furtherance of the planning that had been done. From its beginning, SAWPA worked closely with the Santa Ana Regional Water Quality Control Board, and worked collaboratively with other stakeholders and agencies in the watershed. In 1984, SAWPA's purpose was broadened to encompass a wide range of water supply and water quality issues and activities.
- D. Throughout its existence, SAWPA has served as a resource and forum for collaboration between diverse stakeholders in the watershed to address regional interests. For this purpose, SAWPA has entered into dozens of agreements with varying entities about specific activities. These groups formed or served by these agreements have been

called Roundtables or Task Forces. Unlike project committees under SAWPA's Joint Powers Agreement, Roundtables involve entities other than SAWPA Member Agencies, although sometimes one or more SAWPA Member Agencies are also participants.

- E. The SAWPA Commission has acted on behalf of all five SAWPA Member Agencies with regard to Roundtable and Task Forces agreements and activities, and desires to continue to do so. This project agreement intends to state SAWPA's process for participating in Roundtables or Task Forces.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed that:

1. This project agreement (PA26) defines the responsibilities of the Parties and the administrative procedures that will apply to SAWPA's participation in various separately formed Roundtables or Task Forces or similar collaborations of varying combinations of SAWPA Member Agencies and other agencies and organizations. In accordance with Section 18 of the SAWPA Joint Powers Agreement, the SAWPA Member Agencies will govern the implementation of this PA26 through the SAWPA Commission.
2. Per Section 18 of the SAWPA Joint Powers Agreement, all budget and operating decisions related to PA26 will be made by unanimous consent of the Parties. The Parties agree that, other than approval or amendment of the project budget in accordance with this PA26, no other decisions related to the activities addressed by this PA26 shall be deemed to be budget or operating decisions.
3. The SAWPA Commission will have such authority as may be necessary to implement the provisions of this PA26 so long as expenditures are within the PA26 budget. Consistent with Section 29 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment of SAWPA funds which exceed the SAWPA contribution included in an approved PA26 budget must be approved by unanimous consent of the Parties. Any expenditures or contractual commitments within the designations and limitations of the approved PA26 budget shall be made on the authorization of a majority of the SAWPA Commission and in accordance with all regular SAWPA administrative and operating policies.
4. Each Roundtable or Task Force will be the subject of a separate agreement that describes the roles and responsibilities, including cost-sharing obligations, of all the participants. According to the specific Roundtable or Task Force agreement, SAWPA may participate as a member of the Roundtable or Task Force, and may contribute funds to such efforts, if the SAWPA Commission approves such an agreement and budgets funds for that purpose. In other cases, SAWPA may agree to administer or

facilitate the Roundtable or Task Force, in which case it will recover the cost of such service from the cost-sharing participants in the agreement. All such financial arrangements will be reflected in the PA26 budget developed, adopted, and approved as described below. If SAWPA provides services to any Roundtable or Task Force without reimbursement, the cost of such services shall be accounted for as an in-kind contribution, and the value must be addressed in the PA26 budget with an identified funding source.

5. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the active Roundtables and Task Forces (PA26 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the Parties. The budget shall include costs for SAWPA administration of this PA26 and of the various Roundtables and Task Forces, as well as any direct financial contribution of SAWPA to any of those activities. If any PA26 Party fails or refuses to approve any PA26 budget, said budget shall be returned to the SAWPA Commission for restudy and revision. In the event a budget acceptable to all of the Parties is not obtained prior to the start of the fiscal year, SAWPA shall continue to implement the existing Roundtables and Task Forces at the level of total expenditure authorized by the last approved PA26 budget and shall continue to adhere to the requirements of any executed cost sharing or grant agreements related to such Roundtables and Task Forces. The Parties shall be obligated to fund such obligations and activities to the same extent as in the previously approved budget. For administrative convenience, the PA26 budget shall be included with the SAWPA budget for approval by the Parties' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA26 budget shall not be unreasonably withheld by the Parties. SAWPA shall provide a quarterly report to the SAWPA Commission of actual expenses relative to the approved budget.
6. Initiation of any new Roundtable or Task Force, or of SAWPA's participation in such an activity, that involves a financial or in-kind contribution by SAWPA exceeding the General Manager's authority requires SAWPA Commission approval. All currently active Roundtables or Task Forces will be included in a report provided to the SAWPA Commission quarterly with a concise summary of the group's purpose and recent activities.
7. A decision to terminate participation in any Roundtable or Task Force for which an agreement was approved by the SAWPA Commission requires SAWPA Commission approval. Roundtables or Task Forces that fulfill their purpose, have other partners terminate their involvement, have other partners fail to agree upon a work plan or cost-sharing for more than one year, or become inactive for more than one year will be reported to the SAWPA Commission in a regular quarterly report.
8. Any of the Parties may withdraw from this PA26 at any time upon not less than 60 days written notice to the other Parties. Obligations of the withdrawing Party, including any

liabilities related to any grant agreement or other financing commitment associated with PA26, will be determined according to the PA26 budget then in effect or by the SAWPA Commission. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this PA26.

- 9. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any Party to this PA26 without the prior written consent of SAWPA.
- 10. This PA26 shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- 11. Each signatory hereto warrants that the execution of this PA26 represents the approval of that Party's board of directors of this PA26.
- 12. This PA26 may be executed in counterparts.
- 13. The Recitals are incorporated herein and made an operative part of this PA26.
- 14. Except as otherwise specifically provided for in this PA26, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this PA26.

IN WITNESS WHEREOF, the signatories hereto have executed this PA26 to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY

By _____

Its _____

Approved as to Form:

By

Its

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By

Its

INLAND EMPIRE UTILITIES AGENCY

By _____

Its _____

Approved as to Form:

By

Its

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By

Its

WESTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By

Its

ORANGE COUNTY WATER DISTRICT

By _____

Its _____

Approved as to Form:

By

Its
