

0610-01876-0349

T R A N S M I T T A L

TO The Council	DATE 05/26/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

Proposed 10th Amended Joint Powers Agreement – Southern California Coastal Water Research Project

Approved and transmitted for processing.
See the City Administrative Officer report attached.



MAYOR

(Ana Guerrero for)

RHL:JPQ:10210129t

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: May 24, 2021

CAO File No. 0610-01876-0349

Council File No.

Council District: ALL

To: The Mayor

From: Richard H. Llewellyn, Jr.,  City Administrative Officer

Reference: Report from the Board of Public Works dated November 10, 2020

Subject: **10TH AMENDED JOINT POWERS AGREEMENT – SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT**

RECOMMENDATION

That the Mayor and Council:

1. Approve the proposed 10th Amended Joint Powers Agreement for the Southern California Coastal Water Research Project Authority for a term of five years, from July 1, 2021 through June 30, 2025, with a cost sharing obligation not to exceed \$2,734,204, subject to review and approval by the City Attorney.
2. Authorize the President or two members of the Board of Public Works and the Director of the Bureau of Sanitation to execute the Agreement on behalf of the City and return executed documents to the Bureau of Sanitation for further processing.

SUMMARY

The Board of Public Works, on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a proposed 10th Amended Joint Powers Agreement (Agreement) for the Southern California Coastal Water Resources Project (SCCWRP). The Agreement provides for the creation of a public entity, the SCCWRP, whose purpose is to enhance the scientific foundation available for the management of Southern California's coastal watersheds. The proposed Agreement term is five years, from July 1, 2021 through June 30, 2026, with a cost sharing obligation of \$2,734,204.

The SCCWRP was originally established in 1969 and the four current signatory members are the Cities of Los Angeles and San Diego and the Sanitation Districts of the Counties of Los Angeles and Orange. The research provided by the SCCWRP allows for better understanding of the environmental impact of treated wastewater and storm water. The research also affects the development of policies, standards, and monitoring programs throughout Southern California. The SCCWRP is governed by a 14-member Commission which includes the Bureau. The Commission meets at least four times a year and is responsible for administering and executing the Agreement.

In addition, the Commission approves the Annual Research Plan and Budget which outlines the SCCWRP's goals for the year.

The proposed Agreement follows previous agreements in confirming the creation of the SCCWRP, extending the term, and increasing the City's portion of cost sharing. Cost increases are the result of inflation. The four signatory members will all contribute a total of \$2,734,204 each through the term of the Agreement as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2021-22	\$515,000
2022-23	\$530,450
2023-24	\$546,363
2024-25	\$562,754
2025-26	<u>\$579,637</u>
Total	\$2,734,204

Four Associate Commission members (Los Angeles County Flood Control District, Ventura County Watershed Protection District, and the counties of Orange and San Diego) will annually contribute one-fourth of the signatory contribution amount. In addition to the government agency contributions, the SCCWRP also funds research through grants and contracts from other state and federal agencies. In 2019-20, the City benefited from a total of \$9.3 million worth of research as member contributions were \$1.9 million and \$7.4 million was received from other revenue sources.

Signatory agencies can withdraw from the Agreement for a given fiscal year with proper written notice to parties to the Agreement by February 1st of the preceding year. All provisions of the Agreement would be sustained for the remaining member agencies. Any changes to increase agency contributions would need to be agreed upon by the remaining signatories. The City Council approved the original Agreement to create the SCCWRP on October 20, 1969. As such, all subsequent amendments to the Agreement must be approved by the City Council.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding in the amount of \$2,734,204 will be provided from the Sewer Construction and Maintenance Fund. The Agreement contains a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the City's annual budget.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City Financial Policies, to the extent that current year operations will be funded by current year revenues and special fund expenditures are limited to the mandates of the funding source.

BOARD OF PUBLIC WORKS
MEMBERS

GREG GOOD
PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

November 10, 2020

BPW-2020-0745

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

AMENDMENT NO. 10 - JOINT POWERS AGREEMENT - SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT

As recommended in the accompanying report from the Director of the Bureau of Sanitation and Office of Accounting, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE the intent and objectives of the proposed Tenth Amended Joint Powers Agreement (JPA), herein known as the Southern California Coastal Water Research Project. The City's share of funding will not exceed \$2,734,204; and
2. AUTHORIZE the Director of the Bureau of Sanitation to execute the Tenth Amended JPA.

(C-63807)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

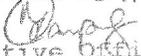
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
 BOARD REPORT NO. 1
 NOVEMBER 17, 2020

CD: ALL

ADOPTED BY THE BOARD
 PUBLIC WORKS OF THE CITY
 of Los Angeles California
 AND REFERRED TO THE MAYOR
 NOV 17 2020
 AND REFERRED TO THE CITY COUNCIL

 Executive Officer
 Board of Public Works

AUTHORITY TO EXECUTE TENTH AMENDED JOINT POWERS AGREEMENT C-63807 WITH THE SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT (SCCWRP)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Mayor and City Council approve the intent and objectives of the proposed Tenth Amended Joint Powers Agreement (JPA) C-63807, herein known as the Southern California Coastal Water Research Project (SCCWRP). The City's share of funding will not exceed \$2,734,204.
2. Upon the Mayor's authorization, the President or two members of the Board will authorize the Director and General Manager of LASAN to execute the Tenth Amended JPA.
3. Return the executed amendment to LA Sanitation and Environment (LASAN) for further processing. Please contact Dr. Mahesh Pujari from the Environmental Monitoring Division (EMD) at 310-648-5836 for pick-up.

TRANSMITTALS

1. One copy of the proposed "Tenth Amended Joint Powers Agreement" covering the five-year period from July 1, 2021 through June 30, 2026. Originals will be delivered to the Board Office when the Environmental Monitoring Division (310-648-5836) is notified that the amended JPA is ready for execution.
2. Copy of "Benefits Derived from Membership in the Southern California Coastal Water Research Project".

DISCUSSION

The Southern California Coastal Water Research Project (SCCWRP) Authority was formed in 1969 through a Joint Powers Agreement (JPA) by the Cities of Los Angeles and San Diego, and the Sanitation Districts of the Counties of Los Angeles, Orange, and Ventura, hereinafter referred to as "Signatories."

The principal mission of SCCWRP is to conduct marine environmental research on a regional basis focusing on the source, effects, and fate of pollutants introduced into the coastal waters of the Southern California Bight (the area from Point Conception to the Mexican border).

Research by SCCWRP focuses on understanding the magnitudes and sources of contaminants, particularly those associated with municipal wastewater, and their effects on receiving waters and associated organisms. An important component of this research is to measure the “background” or “normal” condition of a habitat, organism, or community of organisms. Assessments are then made on the impacts of effluents discharged from point sources such as municipal outfalls and storm drains, non-point sources such as urban run-off, or contaminants presently existing in the marine environment as a result of past discharges. Additional research is done to develop and refine methods to measure chemical, physical, and biological parameters. All this information has enabled the Signatories to better understand the effects of their treated wastewater on the receiving environment and to work with regulatory agencies to develop better policies regarding disposal of wastes into the ocean, refine standards, and develop appropriate monitoring programs.

On July 1, 1990, the Signatories entered into a Second Amended JPA. Under this amended agreement, the composition of the Board of Commissioners was expanded. Previously, the board was composed of a single representative from each of the Signatories. The new composition added representatives from regulatory agencies including the U.S. Environmental Protection Agency, the California State Water Resources Control Board, and each of the three Regional Water Quality Control Boards in Southern California (Los Angeles, Santa Ana, and San Diego). This change enabled the Board to adopt rules, approve plans, policies and budgets, and to appoint SCCWRP’s consulting Boards and hire an Executive Director. This also ensured that SCCWRP’s program would focus not only on research, but provide scientific data and conclusions for existing and proposed state and federal regulations as well. The current contribution level by LASAN for FY 2020-21 is \$500,000, based on the JPA currently in effect.

This proposed Tenth Amended JPA would continue the City’s support of this valuable research for another five years. Only through better understanding of the environment can effective and efficient management decisions be made to protect it. It remains imperative that the City continue its participation in this joint venture to help ensure that regulatory decisions are based on sound science.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The contract amendment was approved by PRD on June 16, 2020 in the amount of \$2,734,204.

STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this amendment is not to exceed \$2,734,204. No funding is required in this Fiscal Year. Funding will be budgeted within the Sewer Operations and Maintenance Fund. The City’s share of the funding in future fiscal years will be:

<u>Budget FY</u>	<u>Fund</u>	<u>Dept.</u>	<u>Appropriation No.</u>	<u>Amount</u>
2021-22	760	50	TBD	\$515,000

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<u>Budget FY</u>	<u>Fund</u>	<u>Dept.</u>	<u>Appropriation No.</u>	<u>Amount</u>
.2022-23	760	50	TBD	\$530,450
2023-24	760	50	TBD	\$546,363
2024-25	760	50	TBD	\$562,754
2025-26	760	50	TBD	\$579,637
Total:				\$2,734,204

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

Respectfully submitted,



ENRIQUE C. ZALDIVAR, P.E.
 Director and General Manager
 Bureau of Sanitation

REVIEWED AND APPROVED BY:



Digitally signed by Lisa B. Mowery
 DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org,
 c=US
 Date: 2020.10.26 14:44:32 -07'00'

LISA B. MOWERY, P.E., Chief Financial Officer
 Bureau of Sanitation

Date: 10/26/20

Prepared by:
 Mahesh Pujari, Environmental Monitoring Division (EMD)
 (310) 648-5836

Ephraim Manabat, EMD Administration
 (310) 648-5720

**TENTH AMENDED
JOINT POWERS AGREEMENT
CONFIRMING THE CREATION OF
AN AGENCY KNOWN AS SOUTHERN CALIFORNIA
COASTAL WATER RESEARCH PROJECT AUTHORITY**

This Amended Joint Powers Agreement which confirms the creation of an agency known as SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY, commonly known as SCCWRP, is made and entered into effective the first day of July, 2021, by and between the City of Los Angeles, a municipal corporation ("Los Angeles"), the Orange County Sanitation District, a special district ("Orange County District"), the City of San Diego, a municipal corporation ("San Diego") and County Sanitation District No. 2 of Los Angeles County, a special district ("Los Angeles County District"), hereinafter "Signatories" (collectively) or "Signatory" (individually).

WHEREAS, the Signatories entered into an Ninth Amended Joint Powers Agreement confirming the creation of an agency known as Southern California Coastal Water Research Project Authority, effective July 1, 2017;

WHEREAS, it is the desire of the Signatories to provide for the continuation of SCCWRP pursuant to this Tenth Amended Joint Powers Agreement ("Agreement"):

NOW, THEREFORE, the Signatories hereto do agree as follows:

1. PURPOSE

This Agreement provides for the continuation of a public entity separate and apart from the Signatories to this Agreement to administer this Agreement, the purpose of which is to enhance the scientific foundation for management of Southern California's ocean and associated coastal watershed resources.

2. CREATION OF SCCWRP

Pursuant to Article 1, Chapter 5, Division 7, Title 1 Government Code (Sections 6500 et seq.), the parties hereby confirm the existence of an agency as a public entity, separate and apart from the Signatories to this Agreement to be known as SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY (hereinafter "SCCWRP"). Such agency shall, through the Commission referred to below, administer and execute this Agreement.

3. ORGANIZATION

SCCWRP shall be governed by a ten-member Commission composed of representatives of public bodies with accountability for water quality management and aquatic protection in the Southern California Bight as follows:

- (a) Associate Director, Water Division, U.S. Environmental Protection Agency, Region IX;
- (b) Deputy Director, Division of Water Quality, California State Water Resources Control Board;
- (c) Executive Officer, Regional Water Quality Control Board - Los Angeles Region;
- (d) Executive Officer, Regional Water Quality Control Board - Santa Ana Region;
- (e) Executive Officer, Regional Water Quality Control Board - San Diego Region;
- (f) Director, Bureau of Sanitation, City of Los Angeles;
- (g) Chief Engineer and General Manager, County Sanitation District No. 2 of Los Angeles County;
- (h) General Manager, Orange County Sanitation District;
- (i) Director of Public Utilities, City of San Diego; and
- (j) Ocean Protection Council Executive Director/Deputy Secretary for Ocean and Coastal Policy, California Natural Resources Agency.

The Commission shall meet at least four times each calendar year and at such other appropriate intervals as are necessary to conduct the business of SCCWRP. All such meetings shall be subject to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code of the State of California. Five members shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken.

A staff designee may be appointed as an alternate by the person holding the offices set forth above and shall act as a member of the Commission in place of such officer during his or her absence, inability or refusal to act and shall serve indefinitely at the pleasure of the appointing officer and until a successor is appointed, or until such designee dies, becomes incapacitated or resigns. Such designation shall be in writing and shall be delivered to the Executive Director at the offices of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, public bodies of the Commission may designate a new permanent representative.

The Commission shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair and the Chair's alternate.

The Commission members shall serve for a term identical to the term of this Agreement, and such term shall be extended automatically as the Agreement is extended. The Commission members shall not be entitled to compensation for attendance or expenses.

Administrative and purchasing policies and procedures shall be established by the Commission and shall comply with the law of the State of California.

The debts, liabilities and obligations of SCCWRP shall not constitute the debts, liabilities or obligations of any of the Commission members or members of any Advisory Board of SCCWRP. Such debts, liabilities or obligations shall only be those of SCCWRP.

Upon the concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be added as parties to this Agreement and each such party shall acknowledge its agreement to the terms hereof by executing this Agreement upon authorization of its governing Board. Such additional agency or agencies shall have responsibilities identical to those of the Signatories as set forth in paragraph 4 hereof; and the Chief Executive Officer thereof, together with his or her designee, shall be a member and alternate member of the Commission with those powers conferred upon the Signatories. The financial contribution required of such additional agency or agencies shall be determined by a majority of the Commission members representing the Signatories.

4. COMMISSION RESPONSIBILITIES

The responsibilities of the Commission shall include, but not be limited to, the following:

- (a) Establishing and appointing members of advisory boards, committees, other like groups and consultants as it deems appropriate to further the purposes of this Agreement;
- (b) Hiring an Executive Director and establishing his or her responsibilities in addition to those detailed herein. Two-thirds vote of the members of the Commission shall be required for hiring the Executive Director;
- (c) Overseeing development and approving SCCWRP's Research Plan;
- (d) Approving the SCCWRP's Annual Operating Budget, recognizing that the contributions of the Signatories shall be as provided in Section 8 hereof and taking into account other projected sources of income;

- (e) Reviewing and approving, on an annual basis, the salaries and benefits for the Executive Director and other staff. Two-thirds vote of the members of the Commission including two-thirds of the signatories shall be required for adoption;
- (f) Conducting a performance review of the Executive Director on an annual basis;
- (g) Reviewing the financial status of SCCWRP;
- (h) Establishing objectives, priorities, policies, guidelines, and other such responsibilities as may be appropriate from time to time; and
- (i) Taking such further action as it deems appropriate to carry out the purposes of this Agreement.

5. ASSOCIATE COMMISSION MEMBERS

Associate Commission members attend and participate fully in Commission meetings, and are entitled to one-quarter vote. Associate Commission members shall have responsibilities identical to those of the Signatories as set forth in Section 4 above.

Upon execution of the attached Associate Commission Member Agreement, SCCWRP's Associate Commission members shall be composed of representatives of public bodies with accountability for water quality management and aquatic protection as follows:

Ventura County Watershed Protection District;

Los Angeles County Flood Control District;

County of Orange; and

County of San Diego.

Upon concurrence of two-thirds vote of the members of the Commission, other public agencies having a power common to the Signatories may be invited to become Associate Commission Members of the agency. Each party shall acknowledge its agreement to the terms set forth in an associate Commission member agreement. Thereupon the Chief Executive Officer thereof, or substitute representative pursuant to Section 3, or his or her designee as an alternate, shall serve as members of the Commission.

6. ADVISORY BOARDS

The Commission may from time to time appoint one or more advisory boards to assist in carrying out the objectives of SCCWRP. The Commission shall determine the purpose and need for such board(s) and the necessary qualifications for individuals appointed to the board(s).

Each member of the advisory board(s) shall be entitled to compensation for his or her consulting services as established by the Commission from time to time. In addition, each member of the advisory board(s) shall be entitled to reimbursement for actual expenses reasonably and necessarily incurred, as well as travel and per diem expenses in an amount or at a rate established from time to time by the Commission.

7. EXECUTIVE DIRECTOR

The Commission shall appoint an Executive Director under whose general supervision and control SCCWRP shall be conducted. In accordance with paragraph 4(b) the Executive Director shall be appointed by the Commission and shall serve at the pleasure of the Commission.

The Executive Director's compensation shall be set at a level that adequately takes into consideration factors including, but not limited to, the proficiency with which the agency is directed, the degree of satisfactory progress in completing the approved research plan, success in obtaining outside funding and success in managing SCCWRP's budget.

8. EXECUTIVE DIRECTOR'S RESPONSIBILITIES

The Executive Director's responsibilities shall include, but not be limited to:

- (a) Developing recommended research priorities and objectives for consideration by the Commission and directing research programs;
- (b) Reviewing and editing reports and manuscripts produced by SCCWRP's scientific staff;
- (c) Managing day-to-day operations;
- (d) Managing the personnel activities of SCCWRP as is necessary to fulfill the purposes of this Agreement, subject to such periodic review and approval as the Commission deems appropriate;
- (e) Delegating such authority as is necessary to staff to insure the smooth operation of the organization;
- (f) Securing outside grants and other funding in support of SCCWRP's research objectives in accordance with the provisions of Section 9 regarding grants and contracts;;
- (g) Entering into agreements on behalf of SCCWRP in accordance with the policies and procedures governing purchases of supplies, equipment and services adopted from time to time by the Commission;
- (h) Providing reports to the Commission on the status of research in progress, Annual Operating Budgets (actual versus budgeted) and cash flow analysis;

- (i) Having charge of handling and having access to any property of SCCWRP upon the filing of a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000); and
- (j) Acting as Secretary to SCCWRP until such time as the Commission appoints another person to this office.

9. FUNDING

Each Signatory shall provide annual funding on July 1 of each year for SCCWRP during the term of this agreement according to the following schedule:

FY 2021/22	FY 2022/2	FY 2023/24	FY 2024/25	FY 2025/26
\$515,000	\$530,450	\$546,363	\$562,754	\$579,637

Each Associate Commission member of the agency will be required to provide annual funding on July 1 of each year according to the following schedule:

FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
\$128,750	\$132,613	\$136,591	\$140,689	\$144,909

The fiscal year (FY) is defined as being from July 1 of the current calendar year to and including June 30 of the following calendar year.

As a condition to the addition of any public agency as party to this Agreement pursuant to paragraph 3 hereof, the public agencies which are then signatories to this Agreement may, by a vote of their Commission representatives, modify the funding set forth above in a manner which takes into account the financial needs of SCCWRP, provided that funding of any existing signatory shall not exceed that set forth above.

In such event, all new and existing Signatories, through their Commission representatives, shall execute a supplement to this Agreement entitled Supplement To Funding Pursuant to Paragraph 9 and shall attach it to this Agreement.

It is further agreed that SCCWRP, through its Executive Director, shall use its best efforts in procuring sources of income other than contributions from the Signatories. Such sources include, but are not limited to, income from grants or contracts from federal and state agencies. Grants and contracts may be entered into by the Executive Director, or Deputy Director in his/her absence, to the limit of One Hundred Thousand Dollars (\$100,000) per individual agreement and any grant or contract in excess of said sum but no more than Two Hundred and Fifty Thousand Dollars (\$250,000) may be entered into by the Executive Director, or Deputy Director in his/her absence, provided it is approved by the Chair of the Commission prior to acceptance and execution by the Executive Director or Deputy Director. Any grant or contract in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) shall require the prior express approval of the Commission, or by the Chair of the Commission should an emergency action be required prior to the next Commission meeting.

The Commission shall yearly, on or before June 30, adopt and issue an estimated Annual Operating Budget that projects the funds necessary to maintain and operate SCCWRP for the forthcoming fiscal year being from July 1 of the current calendar year to and including June 30 of the following calendar year. The Budget shall, among other things, contain a statement of anticipated outside sources of revenue and shall not exceed the sum of the total contributions by the signatories, as hereinabove provided, plus the outside revenue.

In the event that any Signatory is unable or unwilling to pay to SCCWRP the funding attributable to it for the upcoming fiscal year as set forth above, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its inability no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby, effective as of July 1 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding except that the maximum net funds which may be requested of the Signatories shall not be increased above the individual agency contributions set forth above, unless otherwise agreed to by all of the remaining Signatories.

In the absence of such notification, each Signatory shall be deemed to have consented to such expenditure and the amount thereof shall, on July 1, become an enforceable obligation of each Signatory to the extent permitted by law.

Nothing in this Agreement shall preclude a Signatory from advancing all or a portion of its contribution to SCCWRP.

None of the Signatories to this Agreement shall be entitled by virtue of withdrawal to receive any payment of money or share of assets of SCCWRP except as may be agreed upon by the remaining Signatories.

10. TERM AND TERMINATION

This Amended Joint Powers Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2026 inclusive.

In the event that any Signatory chooses to withdraw from SCCWRP, then such Signatory shall notify in writing each of the other Signatories and SCCWRP of its decision, no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and SCCWRP created hereby effective as of June 30 of such year. SCCWRP shall continue in effect and all provisions hereof shall be binding upon and inure to the benefit of the remaining Signatories.

In the event that any non-Signatory agency of the Commission chooses to withdraw from SCCWRP, then such Commission agency shall notify SCCWRP of its decision in writing at least thirty (30) days prior to the date of anticipated withdrawal. Such Commission agency shall be thereupon deemed withdrawn from participation on the date specified in this notice provided such notice is given at least 30 days prior to the anticipated withdrawal and SCCWRP. SCCWRP shall continue in effect and be governed by the remaining Commission members.

11. SCOPE AND CONDUCT OF SCCWRP

The scope of SCCWRP's research work shall be reviewed and approved annually by the Commission, which shall seek the advice and counsel of the Executive Director and any other outside advisors deemed necessary or appropriate.

The mechanism for review shall be a working research plan, revised annually or as otherwise necessary as determined by the Commission, stating the overall goals and objectives and including an outline of the known current and anticipated future year's research, staffing and funding necessary to successfully achieve the research objectives of this Agreement.

The Commission shall, from time to time, but not less than once each year, submit a report to the governing bodies of each of the Signatories of this Agreement that shall include, but not be limited to, a summary of research accomplishments during the past year, discussion of research in progress and a financial statement.

12. AGENCIES OF SCCWRP

The Executive Director is hereby appointed the Treasurer of SCCWRP and shall be responsible for the disposition of the funds of SCCWRP. The Executive Director is also appointed Auditor of SCCWRP.

The Treasurer and Auditor shall make such reports and cause such audits of the accounts and records of SCCWRP to be made as are required by law.

The Commission shall employ such legal counsel as it determines shall best serve the interests of SCCWRP.

SCCWRP shall be strictly accountable for all funds and shall report all receipts and disbursements.

The manner of exercising the common power provided for herein shall be subject to the restrictions on the manner of exercising such power of the Los Angeles County District.

13. ACCOUNTING

SCCWRP shall establish and maintain such funds and accounts as may be required by good accounting practice. The Treasurer of SCCWRP shall have custody of the funds of SCCWRP and disbursement shall be made by the Treasurer in accordance with applicable procedures. Any earnings on the funds of SCCWRP shall be credited to and be a part of the funds of SCCWRP.

The fiscal year of SCCWRP shall begin on the first day of July of each year and shall end on the thirtieth day of June of the following.

The Auditor shall contract with an independent certified public accountant to make an annual audit of the account and records of SCCWRP. A report thereof shall be filed as a public record with each of the Signatories and also with the County Auditor of the Counties of Los Angeles, Orange and San Diego. Such report shall also be filed with the Secretary of the State of California and shall be filed within twelve (12) months of the end of the fiscal year under such examination.

The cost of the audit shall be a debt of SCCWRP.

14. POWERS AND DUTIES OF SCCWRP

SCCWRP shall and is hereby authorized in its own name to do all things necessary and desirable (subject to the limitations provided in this Agreement) to carry out the purposes of this Agreement, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To employ agents and employees;
- (c) To acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) To acquire, hold or dispose of property;
- (e) To incur debts, liabilities and obligations which shall not constitute the debts, liabilities or obligations of any of the Signatories or any of the Commission members; and
- (f) To sue and be sued in its own name.

15. DISPOSITION OF PROPERTY AND SURPLUS FUND

At the termination of this Agreement, any and all property, funds, assets and interests therein of SCCWRP shall become the property of and be distributed to such of the Signatories as are then members of SCCWRP, or their successors, in the same proportion as the then Signatories, or their successors, have contributed to the total cost of the agency.

16. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents or employees of any of the public agencies which are signatory to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this Agreement.

17. MISCELLANEOUS

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

18. SUCCESSORS

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

19. INDEMNIFICATION AND LIABILITY INSURANCE

SCCWRP shall carry during the entire term of this Agreement, liability insurance coverage, naming all Signatories and others including Commission members as additional insured parties, in such kind and amounts as the Commission may from time to time determine to be appropriate. Such cost shall be a debt of SCCWRP.

SCCWRP shall indemnify and hold harmless each Commission agency, its officers, agents, and employees, including each agency representative from and against all claims, demands or liability, including legal costs, arising out of or encountered in connection with this Agreement and the activities conducted hereunder and shall defend them and each of them against any claim, cause of action, liability, or damage resulting therefrom.

20. DISCLAIMER

Approval of research work by the Commission is not intended in any way to bind, commit or unduly influence decisions of the Signatory or non-Signatory members of the Commission. The findings, conclusions and recommendations of SCCWRP shall not be construed necessarily as the position of any Signatory or non-Signatory member of the Commission.

21. COUNTERPART

This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

IN WITNESS THEREOF, the parties have executed this Ninth Amended Agreement on the dates hereafter set forth.

CITY OF LOS ANGELES,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

**ORANGE COUNTY SANITATION
DISTRICT**, a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

[Signatures Continue]

CITY OF SAN DIEGO,
a municipal corporation

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

COUNTY SANITATION DISTRICT No.
2 OF LOS ANGELES COUNTY,
a special district

DATED: _____

By: _____

ATTEST: _____

APPROVED AS TO FORM:

By: _____

(End of Signatures)

Benefits Derived from Membership in the Southern California Coastal Water Research Project (SCCWRP)

SCCWRP is a national leader in coastal water quality research focused on developing the scientific foundation for water quality management in southern California. SCCWRP is a joint powers agency (JPA) formed in 1969, with the City of Los Angeles one of its founders and an active member continuously since the organization's inception.

SCCWRP has 14 member agencies, including: the four largest wastewater treatment plant operators in southern California, four countywide stormwater programs, the three southern California Regional Water Quality Control Boards (including the Los Angeles Regional Board), the State Water Resources Control Board, and EPA Region IX. Through SCCWRP, regulators and dischargers work cooperatively to reach a common understanding of how science should affect management decisions. SCCWRP's research aids the City in numerous ways:

Benefit: SCCWRP helps the City address its permit monitoring requirements

SCCWRP developed many of the monitoring protocols used by the City and has been leading regional monitoring efforts for decades. They regularly assist us in planning and implementing the monitoring efforts we are required to perform as part of our National Pollutant Discharge Elimination System requirements.

Example: SCCWRP's development of a Model Marine Monitoring Program assisted the City in proposing a program for Santa Monica Bay that reduced the City's cost for monitoring receiving waters in the Bay by approximately \$500,000 per year, while providing the information needed by regulatory agencies.

Example: SCCWRP leads the regional monitoring program that the City is required to conduct. They take care of the planning and design functions, including all of the quality assurance protocols and audits. They also take responsibility for data management and report preparation, functions that the City would otherwise have to undertake.

Example: SCCWRP will be instrumental in helping us implement the special studies associated with the City's diversion of effluent to a nearshore outfall next year. As part of that effort, SCCWRP will be providing specialized oceanographic sampling services and leads the City's assessment of nutrient effects.

Example: SCCWRP studies have improved the development of numerous Total Maximum Daily Loads (TMDLs), improving the outcomes based on their collection of sufficient, recent, and high quality data. Improvements to TMDLs in southern California based on SCCWRP studies (and in one case, the removal of a TMDL for contaminated sediments in Santa Monica Bay) translate to lowered compliance costs for regulated parties and improved effectiveness in achieving clean water.

Benefit: SCCWRP develops scientifically rigorous assessment approaches and measurement tools that City programs rely upon

SCCWRP produces much of the science used by the State Water Resources Control Board in developing water quality criteria. This research helps the City cost-effectively focus their management actions on truly problematic areas.

Example: SCCWRP researchers developed the benthic response index and reference element normalization, tools that convert complex environmental information into robust, scientifically defensible, and easy to understand assessments. These tools are routinely used by the City's Ocean Monitoring Group and by the State in interpreting our monitoring data.

Example: SCCWRP is the national leader in developing new microbial measurement techniques. They developed the rapid microbial measurement methods that the City has begun to use for achieving same-day health warnings for beachgoers. SCCWRP has also provided cutting edge microbial source identification methods that help the City identify and eliminate beach contamination.

Benefit: SCCWRP addresses emerging issues for which the City lacks the in-house expertise to investigate

Emerging water quality issues can spark public concern. SCCWRP addresses these before concern turns into public outcry because of inadequate information. This proactive approach prepares the City for future environmental challenges while keeping member agencies' resource allocation appropriate to the gravity of issues at hand. SCCWRP keeps the City informed of important issues without requiring the City to hire or contract such expertise.

Example: Emerging contaminants are a State Water Resources Control Board focal point for environmental impacts and water reclamation. In addition to its own cutting edge research, SCCWRP has addressed this issue by bringing international experts to California to develop recommendations for the State Water Resources Control Board.

Example: Harmful algal blooms are driven by nutrients, but SCCWRP research assesses whether anthropogenic nutrient inputs, including those discharged by the Hyperion and Terminal Island Treatment Plants, are important vectors for plume formation.

Example: Ocean acidification is a global phenomenon driven by excess carbon in the atmosphere. SCCWRP interacts with the international experts in this field to improve awareness of what effects, if any, are occurring in Santa Monica Bay. This is important so that the effects of ocean acidification are not mistaken for impacts from the City's ocean discharges.

Benefit: SCCWRP meets many of the City's staff training needs

With rapidly changing technology, it is challenging for member agencies to keep informed about the latest advances in environmental monitoring and compliance. SCCWRP offers several mechanisms that are not typically available elsewhere to keep member agency staff up-to-date.

Example: SCCWRP trained City staff on how to perform the most modern rapid methods for measuring beach bacteria.

Example: SCCWRP workshops are a key means for educating City staff. In the last two years, SCCWRP has held workshops on algal monitoring methods approved by the State's Surface Water Ambient Monitoring Program, the California Rapid Assessment Method for wetlands, and sediment quality assessment. These specialty workshops were held locally and specifically addressed local needs.

Example: SCCWRP facilitates periodic multi-laboratory intercalibration exercises that are critical for ensuring data quality and comparability with neighboring facilities. The interaction with fellow scientists from other agencies during these exercises is an irreplaceable opportunity for improving analytical techniques.

Example: The City regularly calls upon SCCWRP as a technical resource. Through SCCWRP's staff of over two dozen PhDs, many of whom are nationally recognized experts, the City has access to modelers, statisticians and other specialists with rare capabilities that typically would cost in excess of \$150/hour. Advice from SCCWRP staff is available at no charge to member agencies.

Benefit: SCCWRP provides a forum for cooperation with the regulatory community

SCCWRP is a unique partnership of member agencies that represent both dischargers to the environment and those who regulate discharge. SCCWRP provides an unparalleled opportunity for its members to interact in a positive manner, away from the confrontational interactions sometimes associated with regulatory activities. These positive interactions are a direct result of SCCWRP's focus on the impartial science.

SCCWRP also provides an important outlet for information dissemination. Environmental advocacy groups, the press, and the public frequently contact SCCWRP for information about current and controversial environmental issues. SCCWRP staff provide a balanced source of information on the facts regarding impacts, or lack of impacts, thereby tempering reactions to incorrectly-perceived environmental concerns.

SCCWRP is a cost-effective investment

SCCWRP research programs directly benefit member agencies by providing scientific answers that the individual agencies might otherwise be required to obtain on their own. The capacity for conducting such research does not typically exist among City staff. Through cost-sharing among SCCWRP member agencies, the cost of obtaining these products is far less than the cost of contracting independent vendors.

Cost-efficiency is enhanced by SCCWRP scientists' ability to leverage member agency contributions to attract federal and state grant support for scientific projects of mutual interest. SCCWRP has an \$11M annual budget, meaning that the City's \$400K member contribution is leveraged more than 25:1. Replacing the services that SCCWRP provides to the City would cost far more than current membership fees.