

**SIXTH 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, is made and entered into effective the first day of July, 2005, 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 a Fifth Amended Joint Powers Agreement confirming the creation of an agency known as Southern California Coastal Water Research Project Authority, effective July 1, 2001;

WHEREAS, it is the desire of the Signatories to provide for the continuation of the Authority pursuant to this Sixth 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 such Agreement, the purpose of which is to increase the scientific knowledge of how treated wastewater discharges, stormwater discharges and other human activities interact to affect Southern California's coastal aquatic ecological systems, and thereby to ensure protection of these resources.

**2. CREATION OF AUTHORITY**

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 "Authority"). Such agency shall, through the Commission referred to below, administer and execute this Agreement.

**3. ORGANIZATION**

The Authority shall be governed by a nine-member Commission composed of representatives of public bodies with accountability for wastewater management and aquatic protection in the Southern California Bight as follows:

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- (a) Division Director, Water Division, U.S. Environmental Protection Agency, Region IX;
- (b) Chief, 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) Director, Technical Services Department, Orange County Sanitation District; and
- (i) Director, City of San Diego - Metropolitan Wastewater Department.

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 the Authority. 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 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 the Authority.

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; however, all non-signatory members shall be entitled to travel and per diem expenses in an amount or at a rate to be established from time to time by the Commission, which shall be in an amount or at a rate no greater than that established by any individual Signatory.

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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 the Authority shall not constitute the debts, liabilities or obligations of any of the Signatories or any of the Commission members.

Upon the concurrence of two-thirds 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 such 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. The vote of 2/3 of the Commission members shall be required for hiring the Executive Director;
- (c) Overseeing development and approving the Authority's Research Plan;
- (d) Approving the Authority'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. The vote of two-thirds of all Commissioners and two-thirds of 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 the Authority;
- (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 MEMBERS**

Upon concurrence of two-thirds of the members of the Commission, other public agencies having a power common to the Signatories may be invited to become Associate Members of the agency. Each party shall acknowledge its agreement to the terms set forth in an associate member agreement. The Chief Executive Officer thereof, or his or her designee as an alternate, shall serve as non-voting 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 the Authority. 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 the Authority 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 project is directed, the degree of satisfactory progress in completing the approved research plan, success in obtaining outside funding and success in managing the Authority'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 the Authority's scientific staff;
- (c) Managing day-to-day operations;
- (d) Managing the personnel activities of the Authority as is necessary to fulfill the purposes of this Agreement, subject to such periodic review and approval as the Commission deems appropriate;

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- (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 the Authority's research objectives;
- (g) Entering into contracts and agreements on behalf of the Authority in accordance with the policies and procedures governing purchases of supplies, equipment and services adopted from time to time by the Commission and in accordance with the provisions of Section 9 regarding grants and contracts;
- (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 the Authority upon the filing of a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000); and
- (j) Acting as Secretary to the Authority until such time as the Commission appoints another person to this office.

**9. FUNDING**

It is agreed that the Signatories shall provide funding for the Authority during the term of this agreement according to the following schedule and the provisions of this Section 9:

	FY 05/06	FY 06/07	FY 07/08	FY 08/09
City of Los Angeles	\$ 336,528	\$ 345,278	\$ 354,255	\$ 363,466
Orange County Sanitation District	\$ 336,528	\$ 345,278	\$ 354,255	\$ 363,466
City of San Diego	\$ 336,528	\$ 345,278	\$ 354,255	\$ 363,466
Los Angeles County Sanitation Districts	\$ 336,528	\$ 345,278	\$ 354,255	\$ 363,466
Total	\$ \$1,346,112	\$1,381,112	\$1,417,020	\$1,453,864

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.

Associate members of the agency will be required to provide funding according to the following schedule:

FY 05/06	FY 06/07	FY 07/08	FY 08/09
\$76,950	\$78,950	\$81,000	\$83,100

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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 the Authority, 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 the Authority, 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.

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 the Authority 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 the Authority 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 the Authority of its inability no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and the Authority created hereby, effective as of July 1 of such year. The Authority 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 the Authority.

Any payment made pursuant to this Section shall accrue interest to the credit of the Signatory which has made payment until all Signatories have made the payments provided for in

## Exhibit 2

this Section. Such interest shall be at the same rate that the Authority earns on investment of its funds.

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 the Authority 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, 2005 through June 30, 2009, inclusive.

In the event that any Signatory chooses to withdraw from the Authority, then such Signatory shall notify in writing each of the other Signatories and the Authority of its decision, no later than February 1. Such Signatory shall thereupon be deemed to have withdrawn from this Agreement and the Authority created hereby effective as of June 30 of such year. The Authority 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 the Authority, then such Commission agency shall notify the Authority of its decision in writing at least thirty (30) days prior to the date of anticipated withdrawal. Such Commission agency shall thereupon be deemed to have withdrawn from participation in the Authority. The Authority shall continue in effect and be governed by the remaining Commission members.

### **11. SCOPE AND CONDUCT OF AUTHORITY**

The scope of the Authority'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 AUTHORITY**

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

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

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

The Authority 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**

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

The fiscal year of the Authority 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 the Authority. 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 the Authority.

### **14. POWERS AND DUTIES OF THE AUTHORITY**

The Authority 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;



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- (e) To incur debts, liabilities and obligations which shall not constitute the debts, liabilities or obligations of any of the Signatories or any of 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 the Authority shall become the property of and be distributed to such of the Signatories as are then members of the Authority, or their successors, in the some proportion as the then Signatories, or their successors, have contributed to the total cost of the project.

### **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**

The Authority shall carry during the entire term of this Agreement, liability insurance coverage, naming the Signatories and 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 the Authority.

The Authority shall indemnify and hold harmless each Signatory, its officers, agents, and employees, and each Commission member 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**

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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 the Authority 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 Sixth Amended Agreement on the dates hereafter set forth.

**CITY OF LOS ANGELES,**  
a municipal corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

**[Signatures Continue]**

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**CITY OF SAN DIEGO,**  
a municipal corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

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

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_

Exhibit 2

**(END OF SIGNATURES)**