

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



ITEM
11.2

MEETING DATE:

Tuesday, November 8, 2016

FROM : General Manager-Chief Eng. and
FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Agreement to Form Water Quality Monitoring Task Force for SAR; 1,2,3,5th Districts; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement to Form a Regional Water Quality Monitoring Task Force between the Riverside County Flood Control and Water Conservation District (District), County of Orange, San Bernardino County Flood Control District, Santa Ana Watershed Project Authority (SAWPA), and Santa Ana Regional Water Quality Control Board (Regional Board).
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement on behalf of the District.


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 133,212	\$ 0	\$ 133,212	\$ 0
NET COUNTY COST	\$ 133,212	\$ 0	\$ 133,212	\$ 0
SOURCE OF FUNDS: 25190 947560 527240 – NPDES Santa Ana Assessment NPDES Contributions			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: [CEO use]

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: November 8, 2016
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By 

11-2
Deputy

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

BACKGROUND:

Summary

Since 2003 the District has worked cooperatively with the County of Orange, San Bernardino County Flood Control District, SAWPA, and the Regional Board to review and assess water quality standards in the Santa Ana River Watershed. Previous efforts that focused on pathogen indicators and recreational uses of fresh waters resulted in the adoption of amendments to the region's water quality plan.

The District now wants to build on this successful cooperative relationship to establish a Regional Water Quality Standards Task Force whose purpose will be two-fold:

1. Implement a coordinated regional water quality monitoring program in the Santa Ana River Watershed to meet the region's Water Quality Implementation Plan bacterial indicator monitoring requirements, and
2. Assist the Regional Board with future triennial reviews and future amendments of the region's water quality control plan.

Moreover, the Task Force will provide a forum where the extent and magnitude of regional water quality concerns and programs can be assessed and enable the County of Orange, San Bernardino County Flood Control District, and the District to efficiently standardize monitoring approaches, consolidate overlapping monitoring programs, and reduce overall monitoring costs.

This agreement defines the obligations of the Task Force members, the rules under which the Task Force will make decisions, the limits and restrictions on the Task Force's decision-making authority, and the scope of activities of the Task Force.

Impact on Residents and Businesses

There is no impact on residents and/or businesses. The monitoring is an ongoing program requirement, and this Task Force will reduce overall monitoring costs.

ATTACHMENTS:

1. Agreement to Form a Regional Water Quality Monitoring Task Force
2. Exhibit A – FYE 2017 Rate Sheet
3. Exhibit B – SAR Bacteria Monitoring Program Project Work Plan

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT TO FORM A REGIONAL WATER QUALITY MONITORING TASK FORCE

This **AGREEMENT** is made and entered into this ____ day of ____, 2016, BY and BETWEEN the **County of Orange ("ORANGE COUNTY")**, **San Bernardino County Flood Control District ("SB FLOOD CONTROL")**, **Riverside County Flood Control and Water Conservation District ("RIVERSIDE FLOOD CONTROL")**, the **Santa Ana Watershed Project Authority ("SAWPA")**, and **California Regional Water Quality Control Board, Santa Ana Region ("Regional Board")**.

ORANGE COUNTY, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL are hereinafter sometimes collectively or individually referred to as "PARTIES" or "PARTY" respectively.

RECITALS:

- A. ORANGE COUNTY, SB FLOOD CONTROL, and RIVERSIDE FLOOD CONTROL, their member agencies, and constituent cities wish to coordinate efforts within the Santa Ana River watershed for regional water quality monitoring and basin planning activities.
- B. REGIONAL BOARD is a State agency with responsibility for implementing State and federal water quality laws and regulations, including the development and adoption of the region's water quality control plan (hereinafter "BASIN PLAN"), amending the BASIN PLAN, implementing the BASIN PLAN through discharge permits, and periodically reviewing the standards in the BASIN PLAN in a triennial review per Section 303(c) of the Clean Water Act.
- C. SAWPA is a joint powers public agency, organized and existing pursuant to the laws of the State of California and the Joint Exercise of Powers Act dated January 1975, as amended, exercising powers common to its member agencies, which include Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.
- D. The BASIN PLAN defines the beneficial uses and water quality objectives (collectively WATER QUALITY STANDARDS) for waters of the State of California within the Santa Ana Region.
- E. REGIONAL BOARD regulates discharges to receiving waters in the Santa Ana region under the Clean Water Act through the National Pollutant Discharge Elimination System (NPDES) permit program, which includes stormwater NPDES permits, and under the California Porter-Cologne Water Quality Act.
- F. REGIONAL BOARD, State Water Resources Control Board, and US Environmental Protection Agency periodically determine which receiving waters are impaired due to constituents in those waters being above the water quality objectives for the designated beneficial uses of those waters as established in the BASIN PLAN and related rules, plans, and policies.
- G. REGIONAL BOARD establishes Total Maximum Daily Loads (TMDLs), Implementation Plans and/or other regulatory directives and incorporates them into the BASIN PLAN to address impaired waters.
- H. REGIONAL BOARD uses the WATER QUALITY STANDARDS, TMDLS, Implementation Plans and other directives in the BASIN PLAN to establish NPDES permit requirements and/or limitations on allowable discharges into receiving waters.

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- I. The PARTIES agree that a cooperative effort should be employed to address the region's Recreational Use WATER QUALITY STANDARDS data collection requirements contained within the BASIN PLAN. PARTIES also agree that these and other WATER QUALITY STANDARDS contained within the BASIN PLAN can have a significant effect on environmental and economic health and welfare of the Santa Ana Region. Water quality monitoring and data assessment may be useful to the PARTIES and REGIONAL BOARD in assessing the appropriateness of WATER QUALITY STANDARDS to the Santa Ana Region, assessing the extent and magnitude of regional water quality concerns, assessing the effectiveness of existing or proposed regional water quality programs, standardizing monitoring approaches, consolidating overlapping monitoring programs and reducing overall monitoring costs.
- J. The PARTIES previously entered into Agreement No. D02-130 to create a Stormwater Quality Standards Task Force to assist REGIONAL BOARD in reviewing WATER QUALITY STANDARDS. That Task Force worked entirely on issues associated with pathogen indicators and recreational uses of fresh waters, leading to BASIN PLAN amendments that were adopted by REGIONAL BOARD in June 2012, approved by the State Water Resources Control Board in January of 2014, and approved in part by the US Environmental Protection Agency in April of 2015.
- K. The PARTIES wish to enter into this AGREEMENT to establish a new Task Force whose purpose will be to implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the BASIN PLAN Implementation Plan bacterial indicator monitoring requirements, to support consolidation and standardization of regional programs such as the Middle Santa Ana River Bacteria TMDL and to assist REGIONAL BOARD with future the triennial reviews and future amendments of the BASIN PLAN.
- L. This AGREEMENT defines the obligations of the PARTIES, the rules under which the Task Force will make decisions, the limits and restrictions on the Task Force's decision-making authority, and the scope of activities of the Task Force.
- M. The PARTIES intend to provide funding for the ongoing Task Force activities in accordance with an annual budget development and approval process. However, this AGREEMENT is not intended to create a financial obligation on any of the PARTIES, as those obligations will result only from a PARTY approving its annual participation through its own budget process.
- N. The PARTIES intend the Task Force to serve as a forum for broad stakeholder involvement in the implementation of water quality monitoring in the region and in the periodic consideration of the appropriateness of WATER QUALITY STANDARDS in the BASIN PLAN, and that these stakeholders do not need to become PARTIES to this AGREEMENT to participate in meetings or in program activities.
- O. The PARTIES recognize that individual PARTY members may have different available resources and may choose to participate in Task Force activities through fiscal contributions or in-kind services depending on the activity and other factors. Participation in Task Force activities may also be dependent upon the extent that it impacts individual PARTIES.

NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Purpose of the Task Force: The purpose of the Task Force is to implement a coordinated regional water quality monitoring program in the Santa Ana River watershed to meet the requirements of the amended Recreational Use WATER QUALITY STANDARDS Implementation Plan requirements of the BASIN PLAN and to assist REGIONAL BOARD with future the triennial reviews of the BASIN PLAN. The PARTIES recognize that the REGIONAL BOARD retains the responsibility and authority to

develop and adopt the BASIN PLAN, and that the REGIONAL BOARD's responsibilities in that regard extend beyond the interests of the PARTIES.

2. Creation of a Task Force: There is hereby created the "Regional Water Quality Standards Task Force," consisting of the PARTIES.

3. Membership and Organization:

a. PARTIES' Task Force Representatives. Concurrently with the execution of this AGREEMENT, each of the PARTIES' General Manager or Director of Public Works shall appoint one regular representative to the Task Force and one alternate representative (TASK FORCE REPRESENTATIVES) to act in the absence of the regular representative. The identity of the appointed TASK FORCE REPRESENTATIVES shall be communicated in writing to SAWPA, who shall maintain the current list. The TASK FORCE REPRESENTATIVES shall serve at the pleasure of the appointing PARTY and may be removed at any time, with or without cause; by the appointing PARTY. However, removal of one or more TASK FORCE REPRESENTATIVES shall not remove or otherwise eliminate or reduce a PARTY's responsibilities or duties under this AGREEMENT.

b. REGIONAL BOARD: The REGIONAL BOARD is hereby recognized as an ex officio member of the Task Force with no power to vote. REGIONAL BOARD will not be required to bear or contribute to any of Task Force expenses, though it may provide staff and financial support if resources are available.

4. Task Force Administrator: SAWPA is hereby appointed as the Task Force Administrator for purposes of this AGREEMENT. SAWPA shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the PARTIES at rates listed in Exhibit A, attached hereto and made a part of this AGREEMENT. These rates include all General & Administrative costs. Materials are to be reimbursed at direct cost. Expected tasks to be performed by SAWPA for the Task Force include, but are not limited to, the following:

a. Organizing and facilitating Task Force meetings;

b. Secretarial, clerical, and administrative services;

c. Preparing annual work plans and budgets, invoicing of PARTIES, management of Task Force funds, and providing semi-annual status reports to the TASK FORCE REPRESENTATIVES concerning the expenditure funds from the Task Force account;

d. Acting as the contracting party and contract administrator, for the benefit of the Task Force, for contracts with all consultants, contractors, vendors or other entities. Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to, complete the work plan that has been approved and funded by the PARTIES. SAWPA shall not obligate funds that have not been deposited in the Task Force account, as described in Section 11 of this AGREEMENT;

e. Seeking grants and funds to assist with the work of the Task Force;

f. Coordinating with other agencies and organizations as necessary to facilitate Task Force work and to facilitate the addition of new parties;

g. Supporting Task Force communications with the Regional Board and other agencies or organizations.

5. Meetings of the Task Force.

a. Frequency and Location: The Task Force meetings shall be held at SAWPA's offices or other locations agreed to by PARTIES on a schedule agreed upon by the Task Force.

b. Task Force Chair: At the first official meeting of the Task Force following execution of the AGREEMENT by all PARTIES, and annually thereafter, a Chair shall be selected by the TASK FORCE REPRESENTATIVES.

c. Stakeholder Forum: The PARTIES are committed to conduct planning efforts in an open and accessible process. In addition, it is a goal of the PARTIES that this Task Force serve to provide a public forum for stakeholder discussion of matters related to the adequacy of water quality monitoring and the appropriateness of WATER QUALITY STANDARDS.

d. Quorum and Voting: A majority of the voting TASK FORCE REPRESENTATIVES shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the unanimous vote of the TASK FORCE REPRESENTATIVES present. The Task Force may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT.

e. Meeting Summaries: SAWPA shall keep, or cause to be kept, meeting summaries of the Task Force meetings. Copies of the meeting summaries and any handouts will be delivered to the TASK FORCE REPRESENTATIVES.

6. Notices: Notices or other communications provided under this AGREEMENT shall be delivered to the TASK FORCE REPRESENTATIVES. Address changes for such notices or other communications shall be delivered to SAWPA for distribution to all appropriate parties.

7. Scope of Task Force Activities: Based on the annual work plan and budget described in Section 8 below, the Task Force, with SAWPA's assistance, will:

a. Implement, or cause to be implemented, or coordinate the implementation of, a regional water quality monitoring program for bacteria, as approved by the REGIONAL BOARD, on behalf of the Task Force and the PARTIES.

b. Provide water quality reports based on the monitoring program to the TASK FORCE REPRESENTATIVES.

c. Undertake other regional water quality monitoring tasks as determined by the Task Force.

d. Suggest triennial review topics and actions to REGIONAL BOARD.

e. Comment on REGIONAL BOARD's prioritized task list for the triennial review.

f. Plan for and complete studies, research, tests, investigations, and activities necessary for completion of specified triennial review tasks.

g. Develop position documents regarding suggested modifications to the BASIN PLAN.

h. Provide identified support for REGIONAL BOARD staff in the development of documentation required for completion of the triennial review.

8. Annual Work Plan and Budgets: On or before January 1st of each year, SAWPA shall prepare and submit a work plan and budget for the next fiscal year to the PARTIES for review and

approval. The work plan shall include a detailed description of all work to be accomplished with the budget. The budget shall include all anticipated costs and fees for the work plan for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated work plan, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include, as a separate item in the budget, costs for SAWPA administrative services. The budget shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Financial contributions for all work performed, except monitoring and related reporting, shall be made equally by each PARTY. Monitoring and related reporting costs will be based on the actual work performed in each PARTIES' jurisdiction. PARTIES may choose to provide in-kind services in lieu of providing direct fiscal support for monitoring and related tasks. The work plan and budget for the first year of the Agreement s included as Exhibit B and payments will be due 60 days after the effective approval date of this AGREEMENT, as described in Section 16. In subsequent years, SAWPA shall invoice the PARTIES after the Task Force approves the annual work plan and budget, and each PARTY shall approve and pay, on or before July 31st of each year, its share of the budget. In an effort to supplement and/or reduce PARTIES' annual financial contributions, PARTIES will seek third party funding for the Task Force activities and costs.

9. Project Management: SAWPA shall provide project management for work performed by SAWPA's consultants or contractors. SAWPA shall use its best efforts to prevent cost over-runs or delays in schedules. PARTIES shall not be liable for providing any further funding to SAWPA for such cost-over-runs or schedule delays which are a result of SAWPA's sole negligence.

10. Indemnity and Insurance

SAWPA shall include requirements in all contracts with consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA, SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL and ORANGE COUNTY, and to maintain insurance coverage, substantially as follows:

- Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:
 - Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;
 - Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

- Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.
 - Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;
 - Require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.
 - Waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.
- All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.
 - Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

b. SAWPA shall maintain the following insurances and shall deliver certificates of said insurance to SB FLOOD CONTROL, RIVERSIDE FLOOD CONTROL, and ORANGE COUNTY, upon execution of this AGREEMENT:

(i) Comprehensive General Liability including Contractual Liability Insurance – This comprehensive personal injury and property damage liability coverage to include contractual coverage and automobile liability coverage, if applicable, for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per occurrence.

(ii) Automobile Liability Insurance Two Hundred Fifty Thousand (\$250,000).

(iii) Workers Compensation Insurance at statutory limits.

11. Accounting: SAWPA shall place all funds received from PARTIES and any other sources to fund work planned by the Task Force in a separate account. SAWPA shall draw from this account periodically to pay obligations and work approved by the Task Force. SAWPA may draw funds from this account to pay SAWPA administrative costs as they accrue.

12. Withdrawal: A PARTY may withdraw from the Task Force at anytime, upon sixty (60) days written notice to the PARTIES. A withdrawing PARTY will not be allowed refunds for programs or studies already underway in which funds have been obligated by SAWPA. Any refund of surplus funds due to the withdrawing PARTY shall be paid sixty (60) days after completion of tasks, projects or studies undertaken or in progress.

13. Ownership of Documents: All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of PARTIES, jointly and severally.

14. Assignment: No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of the PARTIES.

15. Term: The term of this AGREEMENT shall commence upon approval and execution of this AGREEMENT by all PARTIES and shall continue until June 30 of the year following commencement of the term of the AGREEMENT. The AGREEMENT shall automatically renew each subsequent year for an annual term running from July 1 to June 30 unless notice of withdrawal is given in accordance with Section 12 above. If a PARTY withdraws from this AGREEMENT, the AGREEMENT remains in effect for all other PARTIES until such remaining PARTIES give notice of withdrawal.

16. Counterparts: This AGREEMENT may be executed in original counterparts, which together shall constitute a single AGREEMENT.

17. Independent Contractor Status: This AGREEMENT is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the PARTIES.

18. Waiver Of Rights: The failure by the PARTIES to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that PARTIES may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

19. Severability: If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

20. Amendment: It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all PARTIES.

21. Entire Agreement: This document sets forth the entire AGREEMENT between the PARTIES.

22. Availability Of Funds: The obligation of each PARTY is subject to the availability of funds appropriated for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of the PARTY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not limited to the obligations of the PARTIES under sections 4 (Task Force Administrator), section 8 (Budgets) and Exhibits A and B of this AGREEMENT. Based on the financial constraints imposed by this Section 22, the Parties to this AGREEMENT understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each PARTY has approved the fiscal year work plan and budget under Section 8, and has appropriated, and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the PARTIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this AGREEMENT, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

Signatures in Counterpart are on the following pages

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates opposite their respective signatures.

COUNTY of ORANGE,
a political subdivision of the State of California

Date: _____

BY: _____
Chair of the Board of Supervisors

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

Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM

County Counsel

BY _____
Deputy

Date: _____

San Bernardino County Flood Control District

DATE: _____

BY: _____
Chair of the Board of Supervisors

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

APPROVED AS TO FORM

County Counsel

Clerk of the Board of Supervisors
San Bernardino County, California

BY _____

DATE: _____
Deputy

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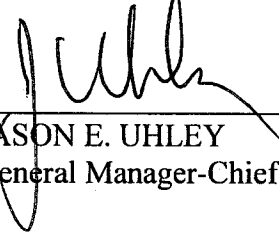
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

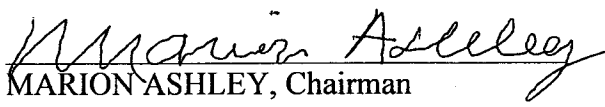
NOV 08 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

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

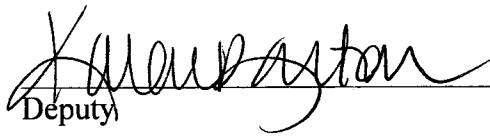
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
AARON C. GETTIS
Deputy County Counsel

By 
Deputy

Dated 10-26-16

(SEAL)

Santa Ana Watershed Project Authority,
a Joint Powers Authority of the State of California

DATE: _____

BY: _____
Commission Chair

APPROVED AS TO FORM

Clerk

Counsel

BY _____

DATE: _____