

**ASSOCIATE COMMISSION MEMBER AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO AND
SOUTHERN CALIFORNIA COASTAL WATER
RESEARCH PROJECT AUTHORITY**

This AGREEMENT, made and entered into by and between the County of San Diego, a political subdivision of the State of California (hereinafter referred to as the COUNTY), and the Southern California Coastal Water Research Project Authority, a joint powers agency ("AUTHORITY") heretofore established and operating during the term of this AGREEMENT pursuant to a Eleventh Amended Joint Powers Agreement (hereinafter referred to as "ELEVENTH AMENDED JPA" and attached as Exhibit A), effective July 1, 2026. These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY".

WITNESSETH

WHEREAS, the COUNTY'S existing associate member agreement to the AUTHORITY'S Commission expires on June 30, 2026, and it is the desire of the COUNTY to continue its participation on the AUTHORITY'S Commission; and

WHEREAS, this AGREEMENT will extend COUNTY'S participation in the AUTHORITY'S Commission from July 1, 2026, through June 30, 2031, inclusively; and

WHEREAS, the ELEVENTH AMENDED JPA for the creation of the AUTHORITY was made and entered into by and between the County of Los Angeles Sanitation Districts, the Cities of Los Angeles and San Diego, and the Orange County Sanitation District, effective July 1, 2026; and

WHEREAS, the AUTHORITY is governed by a 14-member Commission composed of representatives from the County of Los Angeles Sanitation Districts; the California Ocean Protection Council; the California Regional Water Quality Control Boards, Los Angeles, Santa Ana, and San Diego Regions; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the Orange County Sanitation District; and the United States Environmental Protection Agency, Region IX; and

WHEREAS, the COUNTY, Orange County Public Works, Ventura County Watershed Protection District, and Los Angeles County Flood Control District are Associate Members of the AUTHORITY'S Commission; and

WHEREAS, the AUTHORITY was formed and currently exists for the purpose of enhancing the scientific foundation for management of Southern California's ocean and associated coastal watershed resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for the AUTHORITY and its member agencies to more fully understand the foregoing interrelationships; and

WHEREAS, the ELEVENTH AMENDED JPA provides that other public agencies having a power common to the signatories to the ELEVENTH AMENDED JPA may be invited to become associate members of the AUTHORITY'S Commission with responsibilities and benefits as set forth herein; and

WHEREAS, the AUTHORITY and the COUNTY agree that the continued appointment of the COUNTY as an Associate Member of the AUTHORITY'S Commission would be mutually beneficial to both PARTIES;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES and of the promises herein contained, the PARTIES agree as follows:

1. AUTHORITY AGREES:

- a. The COUNTY's Associate Membership in the AUTHORITY is for a period of five (5) years, beginning on July 1, 2026, and ending on June 30, 2031, subject to the COUNTY's annual payment of an Associate Membership according to the following schedule:
FY 2026/2027 = \$150,000
FY 2027/2028 = \$154,500
FY 2028/2029 = \$159,000
FY 2029/2030 = \$164,000
FY 2030/2031 = \$168,750

- b. Upon payment of the Associate Membership fee, the COUNTY shall have the rights of an Associate Member of the AUTHORITY's Commission.

- c. To continue quarterly Commission meetings and periodic scientific forums and training efforts intended to raise important issues concerning watershed management principles and to foster communication between and among the COUNTY, other Associate Members of the AUTHORITY's Commission, other agencies, and the AUTHORITY's Full Commission Members.

- d. To continue producing publications and staff reports to such extent as the Commission determines to be appropriate concerning such subjects that will serve the interests of the AUTHORITY. The Commission and its Executive Director will consider publications that will be of particular benefit to the COUNTY and/or will aid the general public to better understand watershed management principles that relate to waters within the boundaries of the COUNTY.

To provide expert advice, as needed, to the COUNTY on technical and scientific issues related to stormwater and watershed management principles. Such services may also include review of technical or scientific documents produced by and/or for the COUNTY by a party other than the AUTHORITY, including but not limited to, developing scope of work for the COUNTY's scientific studies and providing quality assurance/control for the County's stormwater monitoring programs and access to the AUTHORITY's database for the COUNTY.

2. COUNTY AGREES:

- a. Upon an invoice by the AUTHORITY, to pay an annual Associate Membership fee according to clause (1.a) to participate as an Associate Member of the AUTHORITY's Commission during this AGREEMENT period covering July 1, 2026, to June 30, 2031.
- b. To appoint a management-level individual to attend and participate in the AUTHORITY's quarterly Commission meetings and a scientist-level individual to attend and participate in quarterly meetings of the Commission's Technical Advisory Group as long as this AGREEMENT is still in force.
- c. To acknowledge its advisory capacity to the AUTHORITY and that as an Associate Member of the Commission, it shall be entitled to discuss any matter before the

Commission and shall be entitled to one-quarter vote on any such matters in accordance with the ELEVENTH AMENDED JPA.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:-

- a. Other than the specific responsibilities and obligations described in this AGREEMENT, the COUNTY incurs no responsibility, liability, or obligation to the AUTHORITY and/or its consultants and/or contractors. The COUNTY and/or its officials, employees, or agents will not be responsible for any damage or liability occurring by reason of any acts or omissions of the AUTHORITY and/or its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT, unless the action or inaction of the COUNTY contributes to such damages or liability.
- b. The AUTHORITY shall indemnify, defend, and hold harmless the COUNTY, and its respective officers, employees, and agents from and against any acts or omissions of the AUTHORITY and/or its officers, employees, and agents from all claims, demands, or liability, including legal costs occasioned by or arising out of this AGREEMENT and the activities conducted hereunder.

This AGREEMENT shall continue in effect for a term of five (5) years, beginning from July 1, 2026, to June 30, 2031, but in no event beyond such time as the lawful requirements of any public agency would bar the further performance of this AGREEMENT. This AGREEMENT may be terminated for convenience by the COUNTY upon giving the AUTHORITY a thirty (30)-day written notice of termination, and the COUNTY shall not be entitled to a prorate refund of any sum it has paid as consideration of its Associate Membership. This AGREEMENT may be terminated by the AUTHORITY upon giving the COUNTY a thirty (30)-day written notice of termination in the event the COUNTY fails to pay the required Associate Membership fee to the AUTHORITY.

- c. If any provision of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- d. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- e. This AGREEMENT constitutes the entire agreement between the COUNTY and the AUTHORITY and may be modified only by further written agreement between the PARTIES hereto.
- f. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed by first-class, prepaid postage to the following addresses:

AUTHORITY: Dr. Stephen Weisberg
Executive Director
Southern California Coastal Water Research
Project Authority
3535 Harbor Boulevard, Suite 110
Costa Mesa, CA 92626

COUNTY: Marisa K. Barrie, PE
Director

County of San Diego
Department of Public Works
5510 Overland Ave.
San Diego, CA 92123-1239

- g. Should the AUTHORITY enter into a later AGREEMENT with another party that has the same purpose as this AGREEMENT, the AUTHORITY shall send a copy of such later AGREEMENT to the COUNTY. If, in the judgment of the COUNTY, such later AGREEMENT is more beneficial to the other party than this AGREEMENT is to the COUNTY, the AUTHORITY agrees, upon written request from the COUNTY, that this AGREEMENT be amended to include, without qualification, terms at least as favorable as those provided to the other party in such later AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the AUTHORITY and by the COUNTY on the dates hereafter as set forth.

Southern California Coastal Water Research Project Authority, a Joint Powers Agency

By: _____
Stephen B. Weisberg, Ph.D.
Executive Director

Date:

Attest: _____
Bryan Nece
Administrative Officer

Date:

For the County of San Diego, a political subdivision of the State of California:

Signature: _____
Marisa K. Barrie, P.E.
Director, Department of Public Works

Date:

APPROVED AS TO FORM & LEGALITY
COUNTY COUNSEL

Signature: _____
Thomas L. Bosworth
Senior Deputy County Counsel

Date: