

## AGREEMENT FORMALIZING THE SANTA ANA SUCKER CONSERVATION TEAM

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”) by and among the following public agencies: the **County of Orange, Orange County Flood Control District, Orange County Water District, and Orange County Sanitation District City of Riverside, Riverside County Flood Control and Water Conservation District, County of San Bernardino, San Bernardino County Flood Control District, San Bernardino Valley Municipal Water District, City of San Bernardino Municipal Water Department** (such parties are hereinafter sometimes referred to collectively as the “Santa Ana Sucker Conservation Team Agencies” and individually as a “Santa Ana Sucker Conservation Team Agency”). This Agreement also is by and among the Santa Ana Watershed Project Authority (“SAWPA”), as the Santa Ana Sucker Conservation Team Administrator on behalf of the Santa Ana Sucker Conservation Team Agencies.

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Sucker Conservation Team Agencies and SAWPA:

Whereas, certain types of operation and maintenance activities conducted by the Sucker Conservation Team Agencies may be subject to the regulatory authority of the United States Army Corps of Engineers (“USACE”), the United State Fish and Wildlife Service (“USFWS”), the California Department of Fish and Game (“CDFG”) and the Santa Ana Regional Water Quality Control Board (“SARWQCB”);

Whereas, the Santa Ana Sucker (*catostomussantaanae*) (“SAS”) currently is listed as a “threatened” species under the federal Endangered Species Act;

Whereas, the SAS Conservation Program is intended to conserve the SAS and protect its habitat through: i) implementation of a systematic approach to conducting operations and facilities maintenance, ii) education and outreach, iii) conducting annual surveys to monitor SAS status, and conducting a quantitative assessment of habitat conditions, iv) conducting surveys for SAS prior to undertaking specified operations and maintenance activities, v) funding research actions to increase the understanding of SAS biology, and vi) developing and implementing habitat restoration activities that benefit SAS;

Whereas, an ad-hoc SAS Discussion Team (“Discussion Team”), previously formed and administered by the Santa Ana Watershed Project Authority (“SAWPA”), has worked to develop an SAS Conservation Program;

Whereas, the SAS Conservation Program was developed over a ten-year period; is the result of a voluntary multi-agency partnership of those operating regional flood control facilities for public health and safety purposes, water management agencies, transportation agencies, and other public or private infrastructure operators; and encourages a watershed approach to Santa Ana Sucker conservation;

Whereas, SAWPA is a joint powers public agency, organized and existing pursuant to the laws of the State of California and that certain Joint Exercise of Powers Agreement (“JPA”) 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;

Whereas, the Sucker Conservation Team Agencies desire to minimize potential adverse effects that various maintenance activities undertaken along the Santa Ana River may have on the SAS;

Whereas, to accomplish this goal, the Sucker Conservation Team Agencies routinely engage consultants to carry out studies and provide reports to various agencies;

Whereas, certain Sucker Conservation Team Agencies, with SAWPA as the lead permit applicant, are collectively applying for USACE, CDFG and SARWQCB permits necessary for the performance of certain routine maintenance activities within the Santa Ana River and tributaries; and

Whereas the signatories to this Agreement wish to:

- 1) Formalize the structure, membership, funding, and budget procedures to implement the SAS Conservation Program through the Sucker Conservation Team Agencies; and
- 2) Formalize the participation of certain Sucker Conservation Team Agencies, with SAWPA as the Administrator and lead agency for permit purposes, including related studies and reports to the regulatory agencies, in order to obtain regulatory permits for certain maintenance and restoration activities undertaken along the Santa Ana River.

### COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Sucker Conservation Team Agencies and SAWPA mutually agree as follows:

1. Confirmation of the Sucker Conservation Team.  
There is hereby confirmed a "Sucker Conservation Team" initially consisting of the agencies identified above and others that may be subsequently added as specifically provided for in paragraph 3.b below.
2. Purpose of the Sucker Conservation Team.  
The purposes of the Sucker Conservation Team are to:
  - a. Provide funding for the work that is described in this Agreement, the SAS Conservation Program and the necessary oversight and supervision of the Agreement and SAS Conservation Program as set forth herein; and
  - b. Implement the SAS Conservation Program in an open and collaborative manner, including but not limited to participation in SAS conservation studies and reports prepared by the Sucker Conservation Team with all Sucker Conservation Team Agencies; and
  - c. Enable Sucker Conservation Team Agencies to choose to participate in the regulatory permits obtained through the efforts of the Sucker Conservation Team for maintenance activities within the Santa Ana River and its tributaries,
3. Membership and Organization.
  - a. Agency Representatives. Concurrently with the execution of this Agreement, each Sucker Conservation Team Agency shall appoint one regular individual representative to the Sucker Conservation Team and one alternate representative to act in the absence of the regular representative. The representatives must be vested with the authority to act on behalf of the appointing Sucker Conservation Team Agency, but only as provided for in this Agreement. No action by a Sucker Conservation Team Agency's representative shall bind that Agency, except as explicitly provided for in this Agreement. The identity of the appointed representatives shall be promptly communicated in writing to SAWPA. The Sucker Conservation Team Agencies acknowledge and agree that the continuity of representation on the Sucker Conservation Team is important to the overall effectiveness of the Sucker Conservation Team and the Sucker Conservation Team Agencies shall endeavor to maintain

such continuity to the extent practicable. Nevertheless, the appointment and removal of a Sucker Conservation Team representative to the Sucker Conservation Team shall be at the sole and absolute discretion of the participating Sucker Conservation Team Agency appointing that representative.

- b. Additional Agencies. The Sucker Conservation Team Agencies acknowledge and agree that, from time to time, the effectiveness of the Sucker Conservation Program may be improved by the inclusion of other agencies as additional Sucker Conservation Team Agencies to the Sucker Conservation Team. Such agencies may join the Sucker Conservation Team on such written terms and conditions as are acceptable to all Sucker Conservation Team Agencies, including, but not limited to, agreed-upon cash contributions for present and/or future work, of the Sucker Conservation Team. Such terms may include reasonable cash contributions for past work of the Sucker Conservation Team Agencies that is directly beneficial to the new joining agency. The addition of new agencies in the Sucker Conservation Team shall be effected by a written amendment to this Agreement, signed by all of the Sucker Conservation Team Agencies. Such additional Sucker Conservation Team Agencies shall appoint their Sucker Conservation Team representatives and alternates as provided in Section 3.a. above.
- c. Advisory Members. The Sucker Conservation Team may seek the advice and assistance of regulatory or other agencies, as well as individuals and groups. These parties may serve as Advisory Members to the Sucker Conservation Team. Such Advisory Members shall have no obligation to provide funding and shall have no voting privileges. Advisory Members shall be appointed by the Sucker Conservation Team. These agencies or groups may include resource/regulatory agencies such as the USFWS, USACE, CDFG, and the SARWQCB. Advisory Members also may include representatives of interested non-governmental organizations.
- d. Committees. The Sucker Conservation Team may establish committees, consisting of representatives who shall be selected by and serve at the pleasure of the Sucker Conservation Team.
- e. Sucker Conservation Team Administrator. SAWPA is hereby appointed as the Sucker Conservation Team Administrator for the purposes of this Agreement. SAWPA shall have the following administrative responsibilities and shall be reimbursed for the reasonable time expended on behalf of the Sucker Conservation Team at SAWPA's rate for salary, overhead, burden (as approved in each annual Budget, as described in Section 5 below), and cost of materials, which amounts shall be evidenced by receipts or other supporting documentation, including costs for:
  - (1) Organizing and facilitating Sucker Conservation Team meetings;
  - (2) Secretarial, clerical, and administrative services;
  - (3) Management of Sucker Conservation Team funds and providing annual reports of Sucker Conservation Team assets and expenditures;
  - (4) Retaining and contracting with consultants approved by the Sucker Conservation Team to carry out studies and provide reports, provide technical review of habitat creation/restoration activities, mitigation and monitoring measures, and programs and studies for routine maintenance activities undertaken along the Santa Ana River;

- (5) Applying on behalf of the participating Sucker Conservation Team Agencies, a USACE 404 Permit along with associated CDFG and SARWQCB permits to permit the Sucker Conservation Team Agencies to perform various routine maintenance activities along the Santa Ana River;
- (6) Providing recommendations on the annual scope of work for the Sucker Conservation Team and developing an annual Budget and Cost Share Agreement (as such terms are defined or described in Section 5 below), including apportionment of costs among the participating Sucker Conservation Team Agencies; and
- (7) Preparing and providing Sucker Conservation Team approved reports to the applicable regulatory agencies.

SAWPA, as the Sucker Conservation Team Administrator, will act as the contracting party for the benefit of the Sucker Conservation Team on contracts with all Sucker Conservation Team consultants or contractors. SAWPA will not contract, direct, instruct, or guide such consultants or contractors on behalf of the Sucker Conservation Team or use funds provided by the Sucker Conservation Team without the prior approval of, and guidance from, the Sucker Conservation Team in accordance with Sections 3.f, 5, and 6 of this Agreement. SAWPA shall provide project management for work performed by such consultants or contractors.

f. Actions of the Sucker Conservation Team and the Administrator.

Actions of the Sucker Conservation Team and its Team Administrator shall be passed and adopted upon the unanimous consent of the funding member representatives of the Sucker Conservation Team. In certain instances, some Sucker Conservation Team Agencies may choose not to participate in Task Force activities undertaken by other Sucker Conservation Team Agencies, and for that activity, the non-participating member(s) will neither contribute financially nor vote on actions. One such activity is described in Section 4.b below, and the Sucker Conservation Team may decide so to categorize other activities under this Agreement. The Sucker Conservation Team may adopt such additional rules as may be required for the conduct of its affairs so long as such rules do not conflict with this Agreement and applicable law.

g. Meetings of the Sucker Conservation Team.

- (1) Frequency and Location. The first Sucker Conservation Team meeting following the Effective Date ("Initial Meeting") shall be held at the office of SAWPA, at which time the Sucker Conservation Team shall agree upon the frequency, time, and place of holding its regular meetings thereafter. Special meetings may be called by the Sucker Conservation Team. All meetings of the Sucker Conservation Team or its Committees shall be open to the public and shall be announced on SAWPA's Website.
- (2) Meeting Notes. SAWPA shall keep, or cause to be kept, concise meeting notes of the Sucker Conservation Team meetings including any handout materials used. SAWPA shall endeavor to post meeting notes on the SAWPA Website prior to the next regular meeting.
- (3) Sucker Conservation Team Chair. At the initial meeting, the Sucker Conservation Team representatives shall appoint a Chair. The Chair shall be appointed annually and may be rotated among the Sucker Conservation Team representatives.

4. Duties of the Sucker Conservation Team.

- a. Studies and Conservation Measures for Maintenance Activities Undertaken Along the Santa Ana River. The Sucker Conservation Team shall continue to implement the applicable measures described in the SAS Conservation Program and subsequent revisions thereto. The Sucker Conservation Team shall also continue to conduct, with the assistance of SAWPA, the Advisory Members, and Sucker Conservation Team consultants, studies to identify and implement minimization measures and habitat creation/restoration activities that would contribute to the survival and conservation of the SAS.
- b. Regulatory Permitting. The Sucker Conservation Team, by and through SAWPA as the lead permit applicant, shall apply for a USACE 404 Permit and any associated CDFG and SARWQCB permits as may be necessary for the performance of certain routine maintenance activities, contemplated under this Agreement and the SAS Conservation Program, by the individual Sucker Conservation Team Agencies with respect to their particular facilities, functions, or activities. Sucker Conservation Team agencies may elect to opt out of the regulatory permitting activities as further described in Paragraph 5.c, below.
- c. Termination of Projects or Studies. The Sucker Conservation Team may terminate projects or studies that are in progress, subject to the ongoing financial obligations already made by SAWPA per this Agreement.

5. Annual Budget/Cost Sharing Agreement.

- a. Following execution of this Agreement, SAWPA shall prepare and submit an initial budget for the current year. Prior to January 1 of each calendar year following the Effective Date, SAWPA shall prepare and submit a Sucker Conservation Team Budget (“Budget”) and Cost Sharing Agreement for the next fiscal year to the Sucker Conservation Team Agencies. The proposed Budget shall include at a minimum: (i) all anticipated costs and fees for the scope(s) of work developed by the Sucker Conservation Team for the next fiscal year, including permit fees and costs; (ii) fees for any consultants or contractors to be engaged by SAWPA to complete the anticipated scopes of work; (iii) any equipment or materials to be purchased or leased; and (iv) any other direct costs or expenses associated with the SAS conservation efforts contemplated herein. SAWPA shall include, as a separate item in such proposed Budget, the cost of SAWPA’s administrative services. SAWPA’s labor costs as of the effective date of the Agreement are shown in Exhibit A.
- b. Each annual Budget and Cost Sharing Agreement shall be approved by each participating Sucker Conservation Team Agency prior to January 31<sup>st</sup> of each year during which this Agreement remains in force. Each such approved annual Budget shall take effect on the following July 1<sup>st</sup>. The failure of a Sucker Conservation Team Agency to approve the Annual Budget and Cost Sharing Agreement within the specified time limit shall be deemed a withdrawal by that Sucker Conservation Team Agency from the Sucker Conservation Team and this Agreement.
- c. The cost of implementing Sucker Conservation Team activities shall be apportioned between the Sucker Conservation Team Agencies in an Annual Cost Sharing Agreement. No Sucker Conservation Team Agency shall be liable for any additional costs or expenses in excess of the agreed apportioned amount set forth in the then current Budget and Cost Sharing Agreement, unless otherwise agreed to in writing. Any Sucker Conservation Team Agency that chooses to opt out of a particular Regulatory Permitting activity shall not be liable for any costs associated therewith.

6. Contracting.  
SAWPA shall not obligate funds that have not been delivered to SAWPA by the Sucker Conservation Team Agencies. The Sucker Conservation Team Agencies shall not be obligated or liable for any contracting costs or expenses in excess of the funds provided or committed to in the annually approved Budget and Cost Sharing Agreement.
7. Duration of Agreement.  
This Agreement shall continue in effect until such time that this Agreement is terminated by the mutual written agreement of all of the Sucker Conservation Team Agencies. Notwithstanding the foregoing, each Sucker Conservation Team Agency reserves the right to terminate its participation in the Sucker Conservation Team and withdraw from this Agreement at any time upon written notice to the Sucker Conservation Team Administrator. A withdrawing Sucker Conservation Team Agency shall not be entitled to any refund for programs or studies initiated prior to the date of such written notice, or for which the Sucker Conservation Team Administrator has already obligated funds per this Agreement. Any refund of surplus funds due to the withdrawing Sucker Conservation Team Agency shall be paid sixty (60) days after completion of the tasks, projects, and studies undertaken or in progress at the time of withdrawal.
8. Ownership of Documents.  
All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Sucker Conservation Team, shall become the undivided property of the Sucker Conservation Team Agencies, individually and collectively. Provided, however, that any withdrawn Sucker Conservation Team Agency shall be entitled to such work or deliverables if the withdrawn Sucker Conservation Team Agency has fully contributed funds for such work or deliverables.
9. Assignment.  
No right, duty, or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of all Sucker Conservation Team Agencies.
10. Effective Date.  
This Sucker Conservation Team Agreement shall become effective on the date the last Sucker Conservation Team Agency executes it pursuant to authorization by each Sucker Conservation Team Agency's respective governing body. Such date shall be inserted in the first paragraph of the first page of this Agreement as the "Effective Date."
11. Counterparts.  
This Agreement may be executed in original counterparts, which together shall constitute a single agreement.
12. 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 any two or more of the Sucker Conservation Team Agencies, or between any Sucker Conservation Team Agency and SAWPA.
13. Waiver of Rights.  
The failure by any of the Sucker Conservation Team Agencies or SAWPA 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 such Sucker Conservation Team Agency or SAWPA may have under this Agreement, 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.

14. 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.
15. 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 of the Sucker Conservation Team Agencies and SAWPA.
16. Entire Agreement.  
This document sets forth the entire agreement between and among the Sucker Conservation Team Agencies and SAWPA. No prior oral or written agreement or understanding between any or all of the Sucker Conservation Team Agencies and/or SAWPA shall be of any force or effect with respect to any matter covered by this Agreement.
17. Availability of Funds.  
The obligation of each Sucker Conservation Team Agency is subject to the availability of funds appropriated by each Sucker Conservation Team Agency for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of each Sucker Conservation Team Agency appropriating its proportionate share of the funding for the adopted Budget in each subsequent fiscal year. This condition applies to but is not limited to the obligations of the Sucker Conservation Team Agencies under Section 3.e (Sucker Conservation Team Administrator), and Section 5 (Budgets) of this Agreement. Based on the financial constraints imposed by this Section 17, the Sucker Conservation Team Agencies understand that SAWPA is under no duty to perform any services under this Agreement until and unless the each Sucker Conservation Team Agency has approved the fiscal year Budget under Section 5, and has appropriated and deposited with SAWPA, the necessary monies to fund the approved Budget. Any failure by one or more of the Sucker Conservation Team Agencies 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.
18. Indemnity and Insurance.
  - a. SAWPA shall require all consultants or contractors performing work or services for the Sucker Conservation Team to indemnify and hold harmless SAWPA and each and all of the Sucker Conservation Team Agencies from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from the negligent or willful acts or omissions of such consultants or contractors in connection with services performed on behalf of the Sucker Conservation Team. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA, on behalf of the Sucker Conservation Team:
    - (1) Workers Compensation Insurance. A program of Workers Compensation insurance or a state approved self-insurance program shall be in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks of such persons or entities under this Agreement.

- (2) Comprehensive General and Automobile Liability Insurance. Comprehensive personal injury and property damage liability coverage shall include contractual coverage and automobile liability, if applicable, and include coverage for owned, hired and non-owned vehicles. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000.00. SAWPA and each of the Sucker Conservation Team Agencies shall be named as additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.
- (3) Professional Liability Insurance. Professional liability insurance shall include limits of at least \$1,000,000.00 per claim or occurrence, unless such coverage is waived by the Sucker Conservation Team representatives.
- b. Nothing in this Agreement is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than SAWPA and the Sucker Conservation Team Agencies.
19. Nondiscrimination.  
SAWPA shall ensure that during the term of this Agreement, it and any consultant retained by it shall not discriminate on the grounds of race, religion, creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any other condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code, in the performance of this Agreement and also shall comply with the applicable provisions of the Americans with Disabilities Act.
20. Warranty of Authority.  
Each of the individuals executing this Agreement represents and warrants that she or he has the legal power, right, and authority to bind her or his respective Sucker Conservation Team Agency to the terms and conditions of this Agreement. Each individual executing this Agreement further represents and warrants that the Agreement has been approved by his or her respective Sucker Conservation Team Agency's governing board.
21. Dispute Resolution.  
Any dispute which may arise by and between the parties to this Agreement shall first be submitted to non-binding mediation, conducted by a neutral, impartial mediation service that the parties mutually agree upon in writing.

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below:

*(Counterpart signature pages attached)*

## EXHIBIT A

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 2010-11. Rates will be adjusted annually based on SAWPA annual budget. Materials purchased to provide administrative services that are not shown in Table 1 below shall be billed at direct cost with no additional fees or mark-ups.

<b>Table 1 SAWPA Rate Sheet</b>	
<b>Item</b>	<b>Rate</b>
Planning Manager	\$117.09/hour
Watershed Planner	\$ 75.60/hour
Sr. Administrative Assistant	\$ 55.65/hour
Administrative Assistant II	\$ 44.11/hour
Administrative Assistant I	\$ 43.34/hour
Controller	\$ 88.65/hour
Sr. Accounting Technician	\$ 50.89/hour
Automobile Travel	Federal mileage rate for automobile travel to meeting locations.
Out of Town travel (when air travel or overnight stay is required)	Direct cost of air travel plus direct cost of lodging and meals.

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**COUNTY OF ORANGE**

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**ORANGE COUNTY FLOOD CONTROL DISTRICT**

DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**ORANGE COUNTY WATER DISTRICT**

DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**ORANGE COUNTY SANITATION DISTRICT**

DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**CITY OF RIVERSIDE**

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

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

RECOMMENDED FOR APPROVAL:

BY \_\_\_\_\_  
General Manager - Chief Engineer

BY \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

BY \_\_\_\_\_  
Deputy County Counsel

BY \_\_\_\_\_  
Deputy

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**COUNTY OF SAN BERNARDINO**

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**CITY OF SAN BERNARDINO MUNICIPAL  
WATER DEPARTMENT**

DATE \_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

**IN WITNESS WHEREOF**, SAWPA and the **Santa Ana Sucker Conservation Team Agencies** have executed this Agreement on the date set forth below.

**SANTA ANA WATERSHED PROJECT AUTHORITY**

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Chair

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Secretary-Treasurer