



MEMORANDUM

TO: Water Resources Committee and Alternates, Board of Directors and Alternates

FROM: Scott Petersen, Water Policy Director

DATE: July 12, 2021

RE: Authorizing Execution of Master Science Coordination Agreement with State Water Contractors

Background

The San Luis & Delta-Mendota Water Authority (SLDMWA) has partnered with the State Water Contractors (SWC), to jointly fund a number of activities associated with the scientific enterprise in the Sacramento San Joaquin Bay-Delta (Delta). Specifically, SLDWMA and the SWC recognize the connection between the ecosystem and species health of the Delta and the ability to convey contractual water supplies to member agencies.

Historically, this partnership between SLDWMA and the SWC has been ad-hoc in nature and focused on the funding of specific forums or studies and authorization for individual funding partnerships have been brought to the SLDWMA Board for authorization of specific agreements. Given the coordinated partnership and historical working relationship between SLDWMA and the SWC, staff is proposing that a Master Science Coordination Agreement be executed between SLDWMA and SWC to formally structure joint science activities between our respective agencies, rather than having individual agreements for each jointly funded project and/or activity.

Current joint activities for which Project Orders would be executed include:

- Delta Coordination Group Summer Fall Habitat Action Structured Decision Making Facilitation Support (Compass Resources)
- CSAMP Delta Smelt Structured Decision Making Phase 3 (Compass Resources)
- CAMT Technical Support (Hanson Environmental)
- Interior Delta Export Effects Study (Cramer Fish Sciences)
- Obligated but not invoiced prior year CSAMP/CAMT Facilitation (Essex Partnership/Hanson Environmental)

Current Fiscal Year approved budget joint activities for which Project Orders would be executed include:

- Delta Coordination Group Summer Fall Habitat Action Structured Decision Making Facilitation Support (Compass Resources)
- CSAMP Delta Smelt Structured Decision Making Scientific Expertise (Compass Resources)

- CSAMP/CAMT Technical Support

Issue for Decision

Whether the Water Resources Committee should recommend, and the Board of Directors should authorize execution of a Master Science Coordination Agreement between the State Water Contractors and the San Luis & Delta-Mendota Water Authority.

Recommendation

Staff recommends authorization to execute the Master Science Coordination Agreement.

Analysis

Authorization of the Master Science Coordination Agreement would facilitate improved management of joint science activities between the State Water Contractors and the San Luis & Delta-Mendota Water Authority. All existing and future joint science activities would be pursued under a single agreement, with specific project details described in Project Orders, which would be executed by staff through delegated authority, consistent with the Authority's procurement policy.

Budget

All costs related to the activities undertaken pursuant to this Agreement are within the approved Authority budget and future activities will be included as a part of the Authority's proposed budgets, so there is no impact to the Authority's budget by execution of this master coordination agreement.

Attachments

1. Master Science Coordination Agreement

MASTER SCIENCE COORDINATION AGREEMENT

This AGREEMENT is made and entered into by and among the State Water Contractors, a non-profit mutual benefit corporation (“**SWC**”) and the San Luis & Delta-Mendota Water Authority, a joint powers agency formed pursuant to California Government Code section 6500 et seq. (“**SLDMWA**”), which are referred to herein individually as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, each of the Parties recognizes the close connection between the ecosystem health of the Sacramento-San Joaquin Delta (“**Delta**”) and the ability to convey crucial water supplies through the Delta;

WHEREAS, the Parties desire to restore and protect both the Delta ecosystem and the water supply for more than 27 million people and 3,000,000 acres of highly productive farm land that currently depend upon water conveyed through the Delta;

WHEREAS, the Parties desire to improve the ability to restore and protect the Delta ecosystem and the water supply through investments in science and by ensuring key habitat areas are identified, secured, and protected as essential elements of a comprehensive approach to Delta ecosystem management (“**Science Efforts**”);

WHEREAS, Science Efforts may best be achieved through the cooperative action of the Parties; and

WHEREAS, because SWC and SLDMWA are separate and distinct entities, it is necessary and appropriate for SWC and SLDMWA to enter into this Master Science Coordination Agreement (“**Agreement**”) whereby the responsibilities of each with respect to Science Efforts are set forth;

NOW, THEREFORE, based on the Recitals set forth above and on the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. Effective Date and Term. This Agreement will be effective as of the date last signed by either of the Parties and, unless earlier terminated as provided in this Agreement, shall remain in effect indefinitely.
2. Purpose. The purpose of this Agreement is to allow the Parties to cooperatively fund and manage Science Efforts, and to pursue any and all activities related or incidental thereto.
3. Project(s). The Parties intend to carry out activities in furtherance of the purposes of this Agreement. Each of the related activities is considered for purposes of this Agreement as a “**Project.**” The Parties may undertake any portion of each such Project together, or in

conjunction and cooperation with the United States, the State, or any other public or private entity. Each Project will be defined by **Project Orders** entered into by the Parties during the term of and pursuant to this Agreement. Each Project Order will be numbered sequentially and will be similar in format to Exhibit A, entitled "Project Order Format," attached hereto and incorporated herein by this reference. Each Project Order will specifically define the scope of work for each specific Project on which the Parties will coordinate. Each Project Order will also specify (1) the date on which the work covered by the Project Order is to begin; (2) the date on which the work covered by the Project Order is to be completed; (3) the portion of cost that each Party can expect to pay for each Project; (4) each Party's responsibility with regard to contracting, managing, billing, and reporting for the Project; and (5) the names of the persons who will be the Parties' and any third party's respective principal representatives for the management and performance of the specific activities covered by said Project Order.

a. Selection of Project(s). The selection of any Project will require written agreement by both Parties to this Agreement and completion of a Project Order to be attached to this Agreement.

b. Access to Records. Upon request by either Party, the other Party will provide documents related to each Project including, but not limited to, all third party invoices and staff costs related to the performance of any Project Order and for a period of two (2) years thereafter, and to any books, records, and all other documentation pertaining to any activities under said Project Order for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose. Each Party will preserve for a period of two (2) years after completion or termination of any Project Order all the documents mentioned in this section.

c. Invoicing. The Party responsible for contracting with any third party ("**Contracting Party**") on a given Project will submit invoices to the other Party within ten (10) days of receipt from any third party, with approval or disapproval by that Party to be provided within ten (10) days of receipt from the Contracting Party. Each invoice will describe by person and by day the work performed, time incurred for the activities, and the associated costs. Both Parties must approve payment prior to the Contracting Party submitting payment to the third party.

4. No Joint Venture. This Agreement shall not create any joint venture, agency, or similar relationship among the Parties. No Party or counsel of any Party to this Agreement shall have any vote, control, or influence over the decisions of any other Party or its counsel related to any Project(s) under this Agreement.

5. Party Representatives and Notices. Each Party's designated representative for administration of this Agreement and receipt of notices is identified below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by (1) personal delivery; (2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery; (3) first class U.S. Mail (postage prepaid), register or certified, return receipt requested; or (4) e-mail with a copy by first class U.S. Mail. Notices shall be sent to the following **Party Representatives** at the following addresses:

<u>SWC</u>	<u>SLDMWA</u>
Darcy Austin Science Manager State Water Contractors 1121 L Street, Suite 1050 Sacramento, CA 95814 Email: daustin@swc.org	Scott Petersen Water Policy Director San Luis & Delta-Mendota Water Authority 1331 Garden Highway, 2nd Floor Sacramento, CA 95833 Email: scott.petersen@sldmwa.org

Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by-email shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein.

6. General Provisions.

a. Amendment and Modification. This Agreement may be amended or modified only by a subsequent writing, approved and signed by both Parties.

b. Termination. This Agreement may be terminated upon written consent of both Parties.

c. Indemnification. No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this Agreement.

d. Choice of Law. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

e. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

f. Entire Agreement. This Agreement constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

IN WITNESS WHEREOF, the Parties hereto execute this Coordination Agreement on the date first above written.

STATE WATER CONTRACTORS

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

By: _____

**MASTER SCIENCE COORDINATION AGREEMENT
PROJECT ORDER**

Project Order No: _____

Date: _____

[TITLE OF PROJECT]

This Project Order is issued pursuant to the Master Science Coordination Agreement dated [DATE] between the State Water Contractors (“SWC”) and the San Luis & Delta-Mendota Water Authority (“SLDMWA”). Unless otherwise specified herein, the performance of activities hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement. The activities authorized by this Project Order are described below.

DESCRIPTION OF PROJECT: [Description of Project.] Included activities are: [LIST]. Project start date is [IDENTIFY].

DELIVERABLES DEADLINE: [DATE]

BASIS FOR PAYMENT: Time and Materials

PROJECT ORDER BUDGET MAXIMUM: Not to Exceed [\$\$\$]

PERCENT OF COST ASSIGNABLE TO EACH PARTY, AND THIRD PARTIES, IF APPLICABLE:

SWC:
SLDMWA:
Third Party:

LEAD CONTRACTOR:

RESPONSIBILITIES FOR CONTRACTING, MANAGING, BILLING, AND REPORTING:

SWC:
SLDMWA:

PRINCIPAL REPRESENTATIVES FOR PROJECT ORDER:

SWC:
SLDMWA:
Third Party:

ATTACHMENTS: [Suggest attaching all contracts w/ vendors, identify here]

By: [NAME]
TITLE
State Water Contractors

By: [NAME]
TITLE
San Luis & Delta-Mendota Water Authority