

GATEWAY WATER MANAGEMENT AUTHORITY

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

16401 Paramount Blvd., Paramount, CA 90723 · 562.663.6850 phone 562.634.8216 fax · www.gatewayirwmp.org

AGENDA

**Regular Meeting of the Board of Directors
Thursday, February 12, 2015 at 12:00 Noon**

**Clearwater Building, 16401 Paramount Blvd., Paramount, CA
(GATEWAY COG UPSTAIRS BOARD ROOM)**

- 1. Roll Call**
- 2. Determination of a Quorum**
- 3. Additions to Agenda (Govt. Code Sec. 54954.2(b))**
- 4. Oral Communications to the Board**
This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.
- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of January 8, 2014 **(Enclosure)**
 - b. Warrant Register Report and List of Warrants for January 2014 **(Enclosures)**
- 6. Memorandum of Understanding with the Greater Los Angeles County Integrated Regional Watershed Management Group (Enclosures)**
 - a. Approve MOU with GLAC IRWM;
 - b. Appoint the Chair to serve as Chair of the Lower SG and Lower LA Steering Committee (also votes on Leadership Committee); and
 - c. Appoint the Executive Officer as Alternate to the Chair on the Leadership Committee
- 7. Appoint Representative to GCCOG Strategic Transportation Plan Technical Advisory Committee ("STP TAC") (Enclosure)**
 - a. Appoint Representative and Possible Alternate to Serve on the STP TAC
- 8. Discussion/Action Regarding Affordability Study Results, Congressional Actions and Next Steps (Enclosure)**
- 9. Discussion/Action Regarding Approval of Subrecipient Agreement Between GWMA and the Cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier for the State Water Resources Control Board Grant Agreement of the Low Impact Development ("LID") Best Management Practices ("BMPs") Program Relating to the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and their Tributaries**

Christopher Cash, Board Chair · Adriana Figueroa, Vice-Chair · Charlie Honeycutt, Secretary/Treasurer · Kevin Wattier, Chair Emeritus

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- a. Approve the Subrecipient Agreement Template;
- b. Authorize the Executive Office to take necessary steps to develop and maintain a Labor Compliance Program or contract with a third party that has been approved by the Director of DIR to operate a Labor Compliance Program;
- c. Authorize Executive Officer to Sign and Execute Individual Subrecipient Agreements with Each Subrecipient;
- d. Authorize Executive Officer to make Non-Material Changes to the Subrecipient Agreement Template in Consultation with the Chair and GWMA's Legal Counsel, if needed;
- e. Authorize Executive Officer to Execute Subrecipient Agreement with the City of Downey in Consultation with Legal Counsel and contingent upon GWMA's Legal Counsel Final Approval.

10. Discussion/Action Regarding Transition of Financial Management System

11. Closed Session: Conference with Legal Counsel – Anticipated Litigation

- a. Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 (1 case)

12. Directors' Comments/Reports

13. Adjournment – Next Meeting Date: Board Meeting on Thursday, March 12, 2015 at Noon at its Regular Location at Progress Park Plaza, Paramount.

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AGENDA ITEM NO. 5A

MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD AT PARAMOUNT, CALIFORNIA THURSDAY, JANUARY 8, 2015

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, January 8, 2015 at Noon at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA 90723.

Chair Chris Cash called the meeting to order at 12:06 p.m. Roll was called by Ms. Penn and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor	Artesia
Al Cablay (alternate)	Bell
Chau Vu (alternate)	Bell Gardens
Len Gorecki	Bellflower
Tammy Hierlihy	Central Basin MWD
Aaron Hernandez-Torres	Cudahy
Mohammad Mostahkami	Downey
Desi Alvarez (alternate)	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Anthony Arevalo	Long Beach
Kevin Wattier	Long Beach Water Dept.
Danilo Batson	Montebello
Adriana Figueroa	Norwalk
Chris Cash	Paramount
Gladis Deras (alternate)	Pico Rivera
Noe Negrete (alternate)	Santa Fe Springs
Charlie Honeycutt	Signal Hill
Art Cervantes	South Gate
Scott Rigg (alternate)	Vernon
David Pelser	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Toni Penn	Administrative/Accounting Assistant
Candice Lee	General Counsel
Virginia Fowler	LACFCD
Ken Farfsing	Signal Hill
Enrique Huerta	Outreach Consultant
John Hunter	John Hunter & Associates
Ester Rojas	WRD
Bill Minasian	Downey
Richard Watson	Richard Watson & Associates
Jim Glancy	Lakewood

Catherine Jun
Anthony Herda
Sean Cho
Sharon Green

Bellflower
Civiltec Engineering
Civiltec Engineering
Los Angeles County Sanitation District

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 – ORAL COMMUNICATIONS TO THE BOARD

Ms. Virginia Fowler from the Los Angeles County Flood Control District advised that the next meeting of the Greater LA IRWM's Leadership Committee would be held on January 28, 2015 at 9:30 a.m.

ITEM 5 - CONSENT CALENDAR

Director Mostahkami moved the approval of the consent calendar. The motion was seconded by Director Figueroa and was approved by the following voice votes:

AYES: Dor, Cablay, Vu, Gorecki, Hierlihy, Hernandez-Torres, Mostahkami, Alvarez, Stowell, Rapp, Arevalo, Wattier, Batson, Figueroa, Cash, Deras, Negrete, Honeycutt, Cervantes, Rigg, Pelser

NOES: None.

ABSTAIN: None.

ITEM 6 – PRESENTATION – PROPOSED SANITATION DISTRICT LEGISLATION REGARDING STORMWATER

Ms. Sharon Green, Los Angeles County Sanitation District, gave a presentation to the Board on the proposed Sanitation District legislation regarding stormwater. She provided background on the overview of Sanitation Districts and current activities. She also provided an overview of the proposed legislation and timeline. In closing, Ms. Green stated that as the process moves forward, she would appreciate their input and support for this legislation.

ITEM 7 – PRESENTATION/DISCUSSION REGARDING WATERSHED IMPLEMENTATION ALLOCATION OF COSTS

Mr. Richard Watson, Watson & Associates and Mr. John Hunter, JH Hunter & Associates gave a presentation to the Board regarding watershed implementation allocation of costs. Mr. Hunter provided background information on the projects that were required by the MS4 Permit. He then reviewed various scenarios to meet these requirements. Mr. Watson then presented to the Board various funding options.

ITEM 8 – DISCUSSION/ACTION REGARDING APPROVAL OF SUBRECIPIENT AGREEMENT FOR THE STATEWATER RESOURCES CONTROL BOARD GRANT AGREEMENT OF THE LOW IMPACT DEVELOPMENT (“LID”) BEST MANAGEMENT PRACTICES (BMPs”) PROGRAM RELATING TO THE LOS ANGELES RIVER, SAN GABRIEL RIVER AND LOS CERRITOS CHANNEL, AND THEIR TRIBUTARIES

Ms. Kast reported that earlier this year, GWMA was awarded \$1.073 million in grant funds with a local match of \$270,220 for the Prop 84 Stormwater Grant Program Round 2 by the State Water Resources Control Board (SWRCB). She indicated that GWMA would help facilitate the receipt, processing, and reimbursement of the SWRCB Grant Agreement funding. She stated that as part of this process, GWMA would enter into subrecipient agreements with each of the GWMA members participating in the Project to ensure that the SWRCB Grant Agreement’s provisions were met.

Ms. Kast reported that GWMA staff had recently been asked whether GWMA could handle the notice inviting bids for the LID BMP work and the contract for the LID BMP work. She indicated that staff was requesting direction on how to coordinate the Notice Inviting Bids and the associated contract(s) along with the payment of invoices and the collection/reimbursement of monies.

Directors Cash, Alvarez, Hierlihy, Wattier, and Rapp departed the meeting.

Director Figueroa assumed the Chair in Director Cash’s absence.

After detailed discussions, the Board continued this item to the next meeting and directed staff and legal counsel to incorporate the following details into the subrecipient template with the assumption that GWMA would handle the notice inviting bids and would contract with the winning bidder on behalf of all the participating cities:

1. Each participating city must execute a subrecipient agreement with GWMA before GWMA sends out the notice inviting bids for the LID BMP project work;
2. The participating cities must submit a deposit to cover the estimated 100% cost of the LID BMP Project to enable GWMA to pay the contractor for the work;
3. The subrecipient agreement shall include details regarding timing of payment, deposits and reimbursement:
 - a. Cities would pay deposit to GWMA;
 - b. When GWMA receives invoices from contractor, GWMA pays invoice and submits request for reimbursement from the State Water Resources Control Board;
 - c. When GWMA receives reimbursement from SWRCB, GWMA will reimburse the cities according to their cost share in the Project.

In addition, the Board directed staff to take steps to comply with the Labor Compliance Program (relating to prevailing wages) requirement of the Prop. 84 Grant Agreement.”

ITEM 9 – GATEWAY REGION WATERSHED MANAGEMENT PLANS (WMPS) ACTIVITIES

Director Figueroa reported that the Watershed Groups were all currently reviewing and preparing a response to RWQCB’s comments on the WMP.

ITEM 10 – CITY MANAGERS STEERING COMMITTEE REPORT

None.

ITEM 11 - EXECUTIVE OFFICER’S REPORT

None.

ITEM 12 – DIRECTORS’ COMMENTS/REPORTS

Director Figueroa indicated that the GWMA’s Board meeting in February will be held at the Clearwater Building because the Progress Park Plaza was not available.

The meeting was adjourned at 1:50 p.m. to a Meeting of the Board on February 12, 2015 at the Clearwater Building in Paramount.

Charlie Honeycutt, Secretary/Treasurer

Date

AGENDA ITEM NO. 5B

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February 12, 2015

SECTION NO. 5(b) Warrant Register Dated February 12, 2015

SUMMARY:

The Warrant Register is a listing of general checks issued since the prior warrant register and warrants to be released by the City of Signal Hill, serving as Treasurer of the Gateway Water Management Authority, upon Board approval.

DISCUSSION:

The Warrant Register for expenditures dated February 12, 2015 in the amount of \$41,318.03 is submitted for approval. Invoices and supporting documentation are available for review at the City of Signal Hill Department of Finance.

FISCAL IMPACT:

The Warrant Register totals \$41,318.03. Funds to cover payment are available in the Gateway Authority budget.

RECOMMENDATION:

Approve the Warrant Register as presented.

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AGENDA ITEM NO. 5B

WARRANT REGISTER

Disbursement Journal

February 12, 2015

Invoice Date	Vendor	Invoice Number	Description	Amount
1/30/2015	Grace J. Kast	12-GJK-GA-1	Executive Director	\$ 13,333.33
1/30/2015	Toni M. Penn	15-1-30	Admin/Acct. Services	\$ 6,750.00
1/2/2015	GEI Consultants	714507	Water Smart Grant Administration	\$ 9,200.00
1/5/2015	GEI Consultants	714513	Gateway IRWM Plan	\$ 2,682.00
1/23/2015	Joe. A Gonsalves & Son	25036	Legislative Advocacy Services	\$ 4,000.00
12/15/2015	John L. Hunter & Assoc.	GAGRANT1114	Proposition 84	\$ 907.50
12/31/2014	Moss, Levy & Hartzheim LLP	5765	FY 2013 and FY 2014 Audits	\$ 2,500.00
1/22/2015	Rodgers Catering	20349	Meeting Supplies	\$ 121.97
4/1/2014	City of Paramount	2851	Expense Reimbursement	\$ 425.71
6/1/2014	City of Paramount	2905	Expense Reimbursement	\$ 259.39
1/10/2015	City of Paramount	3098	Rent	\$ 322.50
1/10/2015	City of Paramount	3116	Expense Reimbursement	\$ 579.59
12/12/2013	Steve Myrter		Reimbursement for LCC Watershed Meeting	\$ 236.04
				<u>\$ 41,318.03</u>

AGENDA ITEM NO. 6

GATEWAY WATER MANAGEMENT AUTHORITY

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Section 6 – Memorandum of Understanding with the Greater Los Angeles County Integrated Regional Watershed Management Group

HISTORY AND BACKGROUND

In the early 2000s, the State developed a state-wide policy to integrate water projects through regional watershed planning and implementation. More specifically, the Department of Water Resources developed a process to encourage collaborative multi-benefit projects and award grants through this process. Over the next few years, the Greater Los Angeles County Integrated Regional Water Management (“GLAC”) group was formed and eventually developed a governance and membership structure through an Memorandum of Understanding (“MOU”) and adopted Operating Guidelines (see attached). According to the GLAC IRWM website, the GLAC Region is an area of approximately 2,058 square miles, is located within the IRWM Los Angeles/Ventura Funding Area and within the South Coast Hydrologic Unit. The GLAC Region is large and was created with five sub-regions to provide representation for all: 1) South Bay; 2) Lower SG and Lower LA; 3) North Santa Monica; 4) Upper LA; and 5) Upper San Gabriel.

At the inception of the GLAC group, cities and water agencies from the Lower San Gabriel and Lower Los Angeles sub-region were active members of the Steering Committee and the Leadership Committee and sought funding for projects in our region through Prop 50. Unfortunately, after significant contributions to that effort and several attempts to apply for regional projects with multi-benefits, the Lower San Gabriel and Lower Los Angeles sub-region was unilaterally cut from funding by the Leadership Committee. The feeling of many of our representatives at the time was that the smaller agencies and municipalities were unable to compete for funds at the same level as the larger water management agencies. After many attempts to request a more objective and equitable governance structure and funding process, 11 cities and the Southeast Water Coalition combined resources to create the Los Angeles Gateway Region Integrated Regional Water Management Authority Joint Powers Authority, now also known as GWMA, that could represent the Gateway Region as the Regional Watershed Management Group with “Region” status under DWR guidelines.

Becoming a separate region through DWR’s Regional Acceptance Process was difficult. GWMA representatives worked tirelessly to communicate and pursue autonomy from the Greater LA IRWM group. They met several times with DWR Executives in Sacramento. It was a lengthy effort that ultimately succeeded and gave the Gateway Region the opportunity to apply for funds and develop its own regional IRWM Plan. In 2010, GWMA was awarded a \$950,000 planning grant which helped fund the majority of the Gateway Region IRWM Plan which was completed and approved by DWR in 2012.

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Since then, the JPA membership has grown to 24 cities and 2 large water agencies and has broadened its activities to meet the needs of the region such as water quality, water supply, water reliability and funding/managing grants outside of IRWM, serving as fiduciary agent for projects and watershed groups, and advocating for the GWMA region on other important, regional issues.

Despite GWMA's successes, DWR continued to urge the Greater LA IRWM group and GWMA to coordinate efforts so there was no "overlap". DWR management felt that in order to achieve regional watershed solutions, the GWMA Region must be a part of the Greater LA region. At the same time, the representatives on the GLAC Leadership Committee also viewed the GWMA region as an overlapping region and continued to hold sub-regional steering committee meetings hosted by WRD as the Chair of that sub-region. The GLAC IRWM Plan includes goals and objectives for our region, although GWMA has consistently rejected the overlap argument.

In 2012, GWMA applied for implementation grant funds under Prop 84 IRWM Round 2 last year and was awarded \$0 while the other 3 groups in our LA/Ventura funding area were awarded full allocations with Santa Clara receiving 75%. After several meetings with representatives of both IRWM groups, and with the assistance of Assemblyman Anthony Rendon, a consensus was reached to have open dialogue and to coordinate efforts. To that end, in 2014, GWMA applied for 3 projects under the Emergency Drought Funding process through IRWM and was awarded 59% of its request totaling \$3.9M. The other groups in our funding area were awarded 100% totaling \$52M. The partial award has been viewed by many as DWR's recognition of the two groups attempting to work together and their desire for GWMA and GLAC to continue in that direction.

GLAC GOVERNANCE

The GLAC governance structure includes a sub-regional Steering Committee with a Chair and Vice Chair (see attached table). Members of the Steering Committee must approve the MOU (attached) in order to vote on IRWM matters. The Chair and Vice-Chair for each sub-region Steering Committee hold a voting seat on the GLAC Leadership Committee. This along with 5 appointed representatives for water management areas as well as the LAC Flood Control District makes up the current 16-member Leadership Committee which votes on contracts, finances and final projects for application. Attached are documents describing the governance structure and the duties of the five Steering Committees and Leadership Committee.

With approximately \$40M remaining for the final solicitation round of Prop 84 which is expected at the end of this year, staff is recommending that GWMA enter into the attached MOU to participate on the Greater LA IRWM Leadership Committee. Currently, Robb Whitaker of WRD and Mark Stanley of the Watershed Conservation Authority are serving as the Chair and Vice Chair of the Steering Committee, respectively, and represent the Lower San Gabriel and Lower LA sub-region on the GLAC Leadership Committee. Their alternates on the Leadership Committee are Esther Rojas

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(WRD) and the other is Marybeth Vergara, respectively. Mr. Whitaker has agreed to step down as Chair to allow GWMA voting participation and a leadership role.

ANALYSIS

By approving the MOU with GLAC, it would form a partnership between the Greater LA IRWM Leadership Committee and the GWMA for the purpose of seeking funds and attaining funding for this region and to establish the GWMA as a member agency representing the Lower LA & Lower SG River sub-region. The main benefit of joining the GLAC Leadership Committee is that it improves the GWMA standing with DWR by addressing DWR's desire for the two IRWM groups to work together and likely improves GWMA chances of obtaining grant funds through the final round of the Prop 84 grant solicitation. The MOU is general in nature and membership can be cancelled with a 60-day notice. Mr. Whitaker and Mr. Stanley will be in attendance at the board meeting to answer questions.

While joining the GLAC effort is beneficial, it does not preclude GWMA from continuing its own separate regional efforts, projects and grant applications. Thus it is staff's recommendation that GWMA retain its independent "Region" status and IRWM Plan document under DWR guidelines. This action can help support future grant opportunities. There are many State and Federal agencies that now develop ranking systems which includes questions about IRWM. With so many opportunities for grants, it is important to retain leadership and independence for purposes other than IRWM. Essentially, by joining the GLAC effort, the Lower San Gabriel and Lower LA Rivers will have an even stronger presence via regional and sub-regional status.

Because GWMA has previously completed its own regional IRWM Plan and GLAC has done its own regional IRWM Plan with a separate section for each of its sub-regions (including ours), it is anticipated that representatives from the Leadership Committee and GWMA will periodically meet to review respective Plan goals to ensure that both sets of goals are being measured. If GWMA decides to continue its membership on the Leadership Committee after the final Prop 84 round, the intent would be to update the GLAC IRWM Plan at some point in the future by "inserting" the Gateway IRWM Plan which will continue to be a stand-alone document.

Attached are several documents provided by the County showing historical contributions for GLAC IRWM Plan and maintenance costs, and the awards thus far for each sub-region. Currently, their fund balance is approximately \$350k which is under the control of the Leadership Committee. In addition to IRWM Plan development/update costs, the Leadership Committee does charge an equal fee to all project proponents for preparation of their respective application during each funding round. It can range from \$17k to \$20k per project depending on the results of the RFP during each round. The County provides significant resources to support the GLAC IRWM activities without request for

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reimbursement. However, if a project is awarded funding, 2½% is added to the project for project administration. These activities include collection, review and packaging of regional reports and invoices to DWR on a quarterly basis.

FISCAL IMPACT

No cost at this time. There are no immediate plans to update the GLAC IRWM Plan. If GWMA does become a member and projects are submitted to the Leadership Committee from our sub-region, costs for those applications will need to be paid either from the project proponents or through GWMA. This will be a policy decision by the board when the time comes.

RECOMMENDED ACTIONS

1. Approve MOU with GLAC IRWM;
2. Appoint the Chair to serve as Chair of the Lower SG and Lower LA Steering Committee (also votes on Leadership Committee); and
3. Appoint the Executive Officer as the alternate to the Chair on the Leadership Committee

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AGENDA ITEM NO. 6a

Memorandum of Understanding for
Integrated Regional Water Management Planning and
Implementation

This Memorandum of Understanding (MOU) is entered into by and among the following entities which are members of the Greater Los Angeles County Region Integrated Regional Water Management Plan Leadership Committee for the purpose of developing, administering, updating and implementing an Integrated Regional Water Management Plan for the Greater Los Angeles County Region: Cities of Las Virgenes Municipal Water District, Los Angeles, Malibu, Torrance, City of Los Angeles Department of Water and Power, Council for Watershed Health, Los Angeles County Flood Control District, Main San Gabriel Basin Watermaster, Metropolitan Water District of Southern California, Raymond Basin Management Board, Rivers and Mountains Conservancy, San Gabriel Basin Water Quality Authority, Sanitation Districts of Los Angeles County, Santa Monica Bay Restoration Commission, Water Replenishment District, West Basin Municipal Water District. Signatories to this MOU shall hereinafter be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, it is in the interests of the Parties, and the region served by the Parties, that the water resources the Parties share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, most of the Parties entered into an MOU in 2008 to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan (IRWMP) implementation, and to improve and maintain overall communication among the Parties which is set to expire on December 31, 2012.

WHEREAS, the Parties desire to enter into a new MOU to continue as a Regional Water Management Group (RWMG) to develop, administer, update and implement an IRWMP for the Greater Los Angeles County Region (defined in Exhibit A and hereinafter referred to as GLAC IRWM Region), in accordance with the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code as such Act may be amended hereafter.

NOW, THEREFORE, it is mutually understood and agreed as follows:

The recitals set forth above are incorporated herein and constitute a part of the MOU among the Parties.

Upon the effective date of this MOU, the RWMG is hereby continued and includes each of the Parties.

SECTION 1: PURPOSES AND GOALS

1.1 Purposes and Goals:

The Parties desire to continue to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the agencies in achieving their respective missions and contribute to the overall well-being of the GLAC IRWM Region. It is expected that all Parties will cooperate and coordinate with one another in order to achieve these goals.

SECTION 2: JOINT AGENCY PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

It is the intent of the Parties that they coordinate and collaborate as a RWMG to develop and implement projects and programs. Such coordination can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC IRWM Region.

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC IRWM Region.

2.2 Formation of the RWMG and Adoption of the IRWMP:

2.2.1 Leadership Committee signatories that execute this MOU shall constitute the RWMG pursuant to Cal. Water Code section 10539. The RWMG shall facilitate the development and implementation of the IRWMP for the GLAC IRWM Region. Adoption of the IRWMP for the GLAC IRWM Region in accordance with the Integrated Regional Water Management Planning Act of 2002 requires a simple majority vote of the RWMG.

2.2.2 The RWMG established by execution of this MOU will serve as the RWMG for the GLAC IRWM Region IRWM Program.

2.3 Operations of the RWMG.

2.3.1 The Parties acknowledge that previously adopted Operating
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Guidelines, which serve as the basis for the RWMG's decision-making process, will be reviewed and revisions will be proposed by the RWMG as necessary.

2.4 Endorsement by Other entities.

2.4.1 Other entities are encouraged to endorse this MOU by passing a resolution to demonstrate support for the GLAC-IRWM Region's IRWMP. Such endorsements do not obligate said entities beyond the demonstration of support for regional water management cooperation. Said entities will not be members of the RWMG or Parties unless they are added by amendment to the MOU upon agreement of Parties.

SECTION 3: GENERAL PROVISIONS

3.1 Term: This MOU shall become effective upon signature or counter-signature of a majority of the Parties and shall expire on December 31, 2017, or upon its replacement by the adoption of a subsequent MOU, Agreement, or Joint Powers Authority Agreement, or unless earlier terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.

3.3 Good Faith: Each Party shall use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and shall be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Succession: Successor appointees shall sign this MOU prior to being seated on the Leadership Committee.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of the MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provisions. In the event any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of such amendment or modification. No waiver of any term or condition of this MOU or any Party shall be a continuing waiver thereof.

3.11 There may be additional Parties entering into this MOU by amendment. Any MOU amendment adding a new Party or Parties must be approved by all Parties.

3.12 If any provision of the MOU is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the Parties agree that the remainder of this MOU shall be given effect to the fullest extent possible.

3.13 Notice: Any correspondence, communication or contact concerning this MOU shall be directed to the following:

Ms. Barbara Cameron
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

Mr. Rob Beste
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

Mr. Shahram Kharaghani
City of Los Angeles, Bureau of Sanitation
2714 Media Center Drive
Los Angeles, CA 90065

Mr. Dave Pettijohn
City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1460
Los Angeles, CA 90012

Ms. Nancy Steele
Council for Watershed Health
700 North Alameda Street
Los Angeles, CA 90012

Mr. Randall Orton
Las Virgenes Municipal Water District
1232 Las Virgenes Road
Calabasas, CA 91302

Ms. Gail Farber
Los Angeles County Flood Control District
900 South Fremont
Alhambra, CA 91803

Ms. Wendy La
Main San Gabriel Basin Watermaster
725 North Azusa Avenue
Azusa, CA 91702

Mr. Jeffrey Kightlinger
Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, CA 90012

Mr. Tony Zampielo
Raymond Basin Management Board
725 North Azusa Avenue
Azusa, CA 91702

Mr. Mark Stanley
Rivers and Mountains Conservancy
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Mr. Randy Schoellerman
San Gabriel Basin Water Quality Authority
1720 West Cameron Avenue, Suite 100
West Covina, CA 91790

Ms. Grace R. Chan
Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90607

Ms. Shelley Luce
Santa Monica Bay Restoration Commission
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Mr. Robb Whitaker
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Mr. Richard Nagel
West Basin Municipal Water District
17140 South Avalon Boulevard, Suite 210
Carson CA 90746

3.14 Notice shall be deemed as given upon personal delivery, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By Christopher Stone
for Chief Engineer
Gail Farber

APPROVED AS TO FORM:

By Robert Lindley
for Lauren Botsy

RP:sw

P:\wmpub\Secretarial\2012 Documents\Agreements\MOU RWMG 2012_RP Sept 26.docx

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: M. Scully
Marcia L. Scully
General Counsel

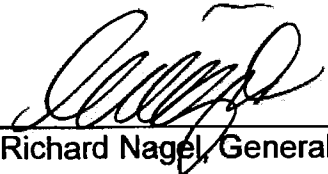
Date: Dec 11, 2012

By: J. Knightinger
Jeffrey Knightinger
General Manager


Date: Dec. 18, 2012

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

WEST BASIN MUNICIPAL WATER
DISTRICT

By 
Richard Nagel, General Manager

APPROVED AS TO FORM:

By 
Steven O'Neill, Counsel for
West Basin Municipal Water District

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

RAYMOND BASIN MANAGEMENT
BOARD

By  1-16-12
Anthony C. Zampielo
Executive Officer

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

MAIN SAN GABRIEL BASIN
WATERMASTER

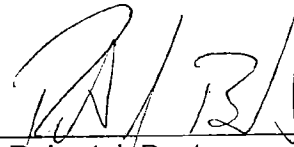
By  1-12-12

Anthony C. Zampielo
Executive Officer

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

CITY OF TORRANCE
a body corporate and politic

By

A handwritten signature in black ink, appearing to read 'RJB', written over a horizontal line.

Robert J. Beste
Director of Public Works

APPROVED AS TO FORM:

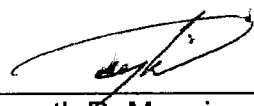
JOHN L. FELLOWS III
City Attorney

By: _____

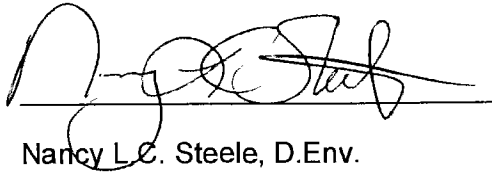
IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

SAN GABRIEL BASIN WATER
QUALITY AUTHORITY,

Date 12/19/12

By 
Kenneth R. Manning
Executive Director

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

A handwritten signature in black ink, appearing to read 'Nancy Steele', written over a horizontal line.

Nancy L.C. Steele, D.Env.
Executive Director
Council for Watershed Health

Date: 29 November, 2012

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

RIVERS AND MOUNTAINS
CONSERVANCY
a body corporate and politic

By 
Mark Stanley
Executive Officer

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

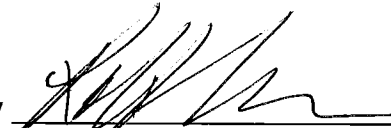
By _____
Chief Engineer

Date: _____

APPROVED AS TO FORM:

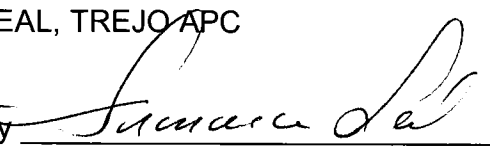
By _____

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

By  _____
Robb Whitaker, General Manager

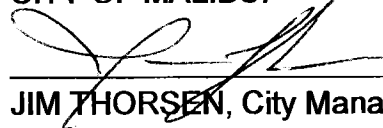
Date: _____

APPROVED AS TO FORM:
LEAL, TREJO APC

By  _____
H. Francisco Leal
Attorney for the Water Replenishment
District of Southern California

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

CITY OF MALIBU:

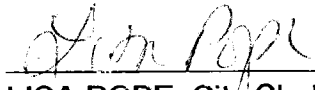


JIM THORSEN, City Manager

Date:

2/11/13

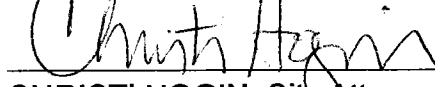
ATTEST:



LISA POPE, City Clerk

(seal)

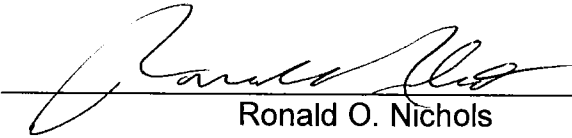
APPROVED AS TO FORM:

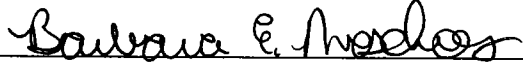


CHRISTI HOGIN, City Attorney


DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By: 11/30/12
Legal Counsel

By: 
Ronald O. Nichols
General Manager

And: 
Barbara E. Moschos
Secretary

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

NOV 10 2012
BY 
EDUARDO A. ANGELES
SENIOR ASSISTANT CITY ATTORNEY

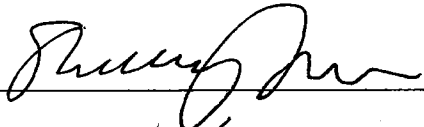
AUTHORIZED BY RES. 013 097
NOV 06 2012



bay restoration commission
STEWARDS OF SANTA MONICA BAY

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

SANTA MONICA BAY
RESTORATION COMMISSION


3/5/13.

By

Shelley Luce, D.Env.
Executive Director



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**Guidelines for the Operation of the Regional Water Management Group and its
Steering Committees for the Greater Los Angeles County Region
Integrated Regional Water Management Plan
April 2008**

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I. Introduction

The intent of the Integrated Regional Water Management program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

The decision-making structure for the Greater Los Angeles Region IRWMP includes five sub-regional Steering Committees and a regional Leadership Committee. Each Steering Committee consists of representatives from local agencies and organizations involved in water management and related areas. The Leadership Committee consists of: the Chair and Vice-Chair of each Steering Committee; the Chief Engineer or another representative from the LA County Flood Control District; and five Water Management Area representatives, one for each water management area. The five Water Management Areas are surface water, groundwater, sanitation, stormwater and open space.

II. Sub-Regional Steering Committees

Each of the five sub-regions of the Region's IRWM planning area, as identified on Exhibit A, will be guided by a Steering Committee consisting of representatives of agencies or organizations (entity(ies)) involved in local water management and related areas. To the extent feasible, the formation and composition of each Steering Committee will be consistent with the following:

a. Formation

1. The entities will represent at least one of the following Water Management Areas: groundwater, surface water, storm water management/water quality, sanitation, and habitat/open space/recreational access.
2. Steering Committees should strive to include at least one representative organization for each of the Water Management Areas and appropriate city representation.
3. Each entity will designate a member(s) and alternate to represent it on the Steering Committee.
4. It is desirable, but not required, that the member and alternate designated by each entity should be an executive level representative. Each member will serve at the pleasure of the appointing entity.
5. Each entity must adopt or endorse, as appropriate, the Memorandum of Understanding in order to participate as a voting member of the Steering Committee. Endorsement shall be accomplished by providing

a resolution of support of the Memorandum of Understanding from the authorized representative of the entity.

6. Each Steering Committee member shall have one vote. The presence of a simple majority of the Steering Committee members at any meeting of the Steering Committee shall constitute a quorum for the purposes of conducting business. The affirmative vote of a quorum of the Steering Committee members is required for all decisions and recommendations of the Steering Committee.

7. The members of the Steering Committee will elect from among themselves a Chair of the Steering Committee. The Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee.

8. The members of the Steering Committee will elect from among themselves a Vice-Chair to preside over meetings of the Steering Committee in the absence of the Chair. The Vice-Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee.

9. Each Steering Committee will select an alternate for the Chair to serve on the Leadership Committee with voting rights in his/her absence and an alternate for the Vice-Chair to serve on the Leadership Committee with voting rights in his/her absence. The selection process for the alternates will be established by each Steering Committee.

10. The Steering Committee will nominate one representative for each Water Management Area, without geographic consideration, for consideration to serve on the Leadership Committee.

11. Each Steering Committee may, as appropriate, include Ex-Officio members.

12. Entities wishing to join a Steering Committee shall submit a written request to the Steering Committee Chair. The written request will be presented to the Steering Committee for deliberation and a vote. A majority vote of the Steering Committee is required to add members.

13. The Steering Committee may establish a membership size limitation.

14. A Steering Committee may request a participating entity replace their representative for failure to participate.

15. In addition to the above, individual Steering Committees may adopt rules for their formation and participation.

b. Roles and Responsibilities

The Steering Committees will have the following roles and responsibilities:

1. Represent the interests of the sub-region.
2. Meet monthly or as required to accomplish their purpose in developing the IRWM Plan, evaluating proposed projects and conducting necessary business. The Steering Committee Chair may call meetings as needed.
3. Establish, as necessary, sub-committees charged with studying, investigating and soliciting information that will advance the development, implementation and administration of the Plan and/or other areas of business. Sub-committees will be subject to the oversight of the Steering Committee and no recommendation or finding of a sub-committee will be binding upon the Steering Committee. Sub-committee size and composition will be determined by the Steering Committee, and sub-committee members may be selected from any representative of any Steering Committee agency or organization, or any appropriate stakeholder.
4. Identify reliable and long-term funding for the implementation of the Plan and the projects described in the Plan from sources, including local, state and federal funding, and pursue funds from these sources. Steering committee members will also lend individual support to efforts to apply for and procure such funds, to the extent that each entity is able. Steering Committee members may also choose to contribute funds to support any and all phases of the work to be performed for development and implementation of the Plan.
5. Prepare periodic reports to its member agencies, organizations and stakeholders describing the progress of the development, implementation and administration of the Plan.
6. Share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, implement and administer and submit documents for the Plan, including monitoring data, Computer Assisted Drawing and Design (CADD) and Geographic Information Systems (GIS) or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the entities shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the Plan, and not to authorize use of this data for tasks unrelated to the Plan, unless deemed appropriate by the Steering Committee.

- 179 7. Adopt fiscal procedures as necessary to administer funds that may be received for purposes of
180 development, administration and/or implementation of the Plan.
181
- 182 8. To the extent feasible, make all meetings of the Steering Committee open to the public and post meeting
183 notices on a designated website.
184
- 185 9. Provide outreach to local entities and communities to ensure adequate input from all stakeholders.
186
- 187 10. Maintain a sub-regional prioritized project list and ensure that the Leadership Committee's master list of
188 prioritized projects is current.
189
- 190 11. Maintain a list of sub-regional goals and priorities as appropriate.
191
- 192 12. Track progress on sub-regional goals and planning targets (where applicable).
193
- 194 13. Identify and sponsor sub-regional planning studies as needed.
195
- 196 14. Work with the Leadership Committee to update and implement the plan as required.
197
- 198 15. Participate in the Leadership Committee.
199

200 **III. Leadership Committee**

201 **a. Formation**

- 202
- 203
- 204 1. The Leadership Committee will serve as the Regional Water Management Group for the Region. Once
205 comprised, the Leadership Committee will consist of the Chief Engineer of the Los Angeles County Flood
206 Control District or his/her designee, and the Chairs and Vice-Chairs of each of the five Sub-regional Steering
207 Committees, and five additional members representing each of five Water Management Areas. An Interim
208 Leadership Committee, comprised of the Chair of the Leadership Committee and the Chairs and Vice-Chairs
209 of the five sugregional steering committees, will elect the Water Management Area Representatives from
210 the nominees submitted by the Steering Committees, with one representative selected from each Steering
211 Committee's list of nominees. Water Management Area representatives must meet the minimum
212 qualifications set forth in Attachment A. Once the Water Management Area representatives are added to
213 the Interim Leadership Committee, the body shall constitute the Leadership Committee.
214

2. The five Water Management Areas are surface water, groundwater, sanitation, stormwater and open space. Each Water Management Area representative will recommend an alternate to serve on the Leadership Committee in his/her absence. The alternate must be approved by the Leadership Committee and must meet the minimum qualifications for Water Management Area Representatives set forth in Attachment A.

3. The Chief Engineer of the Los Angeles County Flood Control District or his/her designee will serve as Chair of the Leadership Committee, at the pleasure of the Leadership Committee.

4. The Leadership Committee will elect an alternate (voting member) as Vice Chair. The Vice Chair will serve at the pleasure of the Leadership Committee in the absence of the Chair.

5. All Leadership Committee member terms will be reviewed every 3 years on a staggered basis, by each sub-region for the Chair and Vice-Chair positions, as illustrated in the table below. The Chair of the Leadership Committee and Chairs and Vice Chairs of the Steering Committees will review the Water Management Area positions every 3 years as illustrated in the table below. Leadership Committee members may serve consecutive terms. The Water Management Area position will rotate its representation to a different sub-region every 3 years. Each Steering Committee will nominate a representative to fill the Water Management Area position which will be reviewed by the 11 members of the Interim Leadership Committee (Chairs, Vice-Chairs, and Leadership Committee Chair) for consideration and appointment.

Position	Year									
	07	08	09	10	11	12	13	14	15	16
Chair			X			X			X	etc
Vice Chair		X			X			X		etc
WMA										etc
Surface Water	X			X			X			etc
Sanitation	X			X			X			etc
Groundwater	X			X			X			etc
Stormwater	X			X			X			etc
Open Space	X			X			X			etc

238 6. Each entity serving on the Leadership Committee members must sign the Memorandum of
239 Understanding. Any Leadership Committee member that withdraws from the Leadership
240 Committee/Regional Water Management Group in writing or consistently fails to participate (as deemed by
241 majority decree of the Leadership Committee) effectively withdraws their agency from the MOU.

242
243 7. The presence of a simple majority of the Leadership Committee members at any meeting of the
244 Leadership Committee will constitute a quorum for the purposes of conducting business. The affirmative
245 vote of a quorum of the Leadership Committee is required for all decisions and recommendations of the
246 Leadership Committee.

247
248 8. The Leadership Committee may include Ex-Officio members.

249 250 **b. Roles and Responsibilities**

251
252 The Leadership Committee will have the following roles and responsibilities:

253
254 1. Form Subcommittees and work groups as necessary to achieve the objectives of the IRWMP.

255
256 2. Meet monthly or as required to accomplish its purpose in developing the IRWM Plan and conduct
257 necessary business. The Leadership Committee Chair may call meetings as needed.

258
259 3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information
260 that will advance the development, administration, and implementation of the Plan. The subcommittees will
261 be subject to the oversight of the Leadership Committee and no recommendation or finding of a
262 subcommittee will be binding upon the Leadership Committee. Sub-committee size and composition will be
263 determined by the Leadership Committee, and Subcommittee members may be selected from any
264 representative of the various Steering Committee entities or any appropriate stakeholder.

265
266 4. Identify and pursue funding for the development and administration of the Plan. The Leadership
267 Committee will be responsible for determining the amount of contributions necessary for administration of
268 the plan. Leadership Committee representatives will communicate to their respective Steering Committees
269 the amount of funding needed and will pursue commitments for contributions from Steering Committee
270 members and other stakeholders.

271
272 5. Identify reliable and long-term funding for the implementation of the Plan and the projects described in the
273 Plan from sources including local, state and federal, and pursue funds from these sources.

- 275 6. Prepare periodic reports for the Steering Committees and stakeholders describing the progress of the
276 development, administration and implementation of the Plan.
277
- 278 7. To share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all
279 information required to develop, prepare, implement and administer and submit documents for the Plan,
280 including monitoring data, Computer Assisted Drawing and Design (CADD) and Geographic Information
281 Systems (GIS) or other electronic data. Such sharing shall be subject to any applicable license agreements
282 or other restrictions. All data shared among the parties shall be provided "as is" and without warranties as to
283 accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-
284 sharing provision is to facilitate the development, implementation and administration of the Plan, and not to
285 authorize use of this data for tasks unrelated to the Plan, unless deemed appropriate by the Leadership
286 Committee.
287
- 288 8. Adopt as necessary fiscal procedures to administer funds that may be received for purposes of
289 development, administration and/or implementation of the Plan.
290
- 291 9. Establish a project evaluation framework that is consistent across the Region for the purpose of
292 quantifying project benefits to allow for the categorization and prioritization of projects based on the Water
293 Management Areas and consistent with the Plan.
294
- 295 10. Facilitate the adoption of the Plan by those entities within the Region with responsibility for one or more
296 Water Management Areas.
297
- 298 11. To the extent feasible, make all meetings of the Leadership Committee open to the public and post
299 meeting notices on a designated website.
300
- 301 12. Provide regional oversight to the Greater Los Angeles County Region IRWMP.
302
- 303 13. Track regional progress towards the Greater Los Angeles County Region IRWMP targets.
304
- 305 14. Act as liaison between the State and the Steering Committees.
306
- 307 15. Represent the Region's needs to the State.
308
- 309 16. Provide a balance for sub-regional interests.
310
- 311 17. Provide regional outreach related to the Greater Los Angeles County Region IRWMP.

312
313 18. Periodically update the Greater Los Angeles County Region IRWMP.
314

315 19. Serve as the Regional Water Management Group in accordance with the Integrated Regional Water
316 Management Planning Act of 2002, Division 6, Chapter 2.2 of the California Water Code, as amended.
317
318
319

320 **IV. Guidelines for Transparency**

321

322 The following guidelines have been established to enable participation in the planning effort by all
323 stakeholders and to ensure transparency in decision-making at the Leadership Committee:
324

325 1. The Leadership Committee will prepare and circulate agendas in advance of their meetings. The Steering
326 Committees will have an opportunity to discuss those agendas prior to the Leadership Committee meetings
327 where possible.
328

329 2. Minutes from Leadership Committee meetings will be posted on the website and distributed to
330 stakeholders.
331

332 3. Key action items of the Leadership Committee will be submitted in a simple board letter format such that
333 subsequent interested parties can review and understand the recommendations and actions.
334

335 **VI. Guidelines for Funding Contributions**

336

337 1. The Leadership Committee will determine the budget for ongoing IRWMP operations (funding target).
338 Such operations include but are not limited to consultant support, administrative expenses, special
339 studies, direct costs, etc.

340 2. The budget shall be determined for multiple years so as to provide participating entities planning
341 information for their own budgetary purposes.

342 3. All Steering Committees are expected to contribute equally to the funding target. The Chair and Vice
343 Chair of each Steering Committee will be responsible for outreach to Steering Committee members and
344 stakeholders in order to obtain the necessary contributions.

345 4. All Leadership Committee and Steering Committee members will be expected to contribute towards the
346 funding target established by the Leadership Committee based on their ability to pay. Leadership
347 Committee and Steering Committee members are also expected to assist in outreaching to local entities
348 for funding contributions.

- 349 5. If extenuating circumstances prevent a Steering Committee from raising its portion of the funding target,
350 the Chair and Vice Chair of the Steering Committee may appeal to the Leadership Committee for an
351 exception to the funding target.
- 352 6. The Leadership Committee and Steering Committees will seek planning grants and other sources of
353 funding as available to offset the amount of Steering Committee member contributions or contributions
354 from other entities.

355
356
357

Attachment A Water Management Area Minimum Qualifications

Greater Los Angeles County Integrated Regional Water Management Region		
Water Management Area (WMA) Representation Minimum Requirements		
WMA	Minimum Years Of Experience	Description
Groundwater	Five +	<ul style="list-style-type: none"> · Experience in one of the following groundwater areas: remediation, supply, management and/or storage. · Educational background or equivalent work experience in engineering, natural sciences, land use management, conservation, or other water resource-related field. · Must not have competing or conflicting groundwater interests within or outside of the Greater L.A. Region.
Open Space	Five +	<ul style="list-style-type: none"> · Experience with habitat, open space and/or recreational issues at a regional level (i.e. across municipal jurisdictions and watershed boundaries). · Educational background or equivalent work experience in natural sciences, land use management, conservation, or other water resource-related field. · Familiar with the agencies and organizations involved in habitat/open space issues in the LA Region who are likely to be project proponents, land owners or permittees of projects.
Sanitation	Five +	<ul style="list-style-type: none"> · Experience in local or regional agency that provides wastewater collection, treatment, recycling and/or disposal services. · Education background and work experience in science, engineering, waste management or related fields.
Stormwater	Five +	<ul style="list-style-type: none"> · Experience in overseeing/managing stormwater pollution abatement projects and knowledge in stormwater programs in multi-watersheds as defined in the Greater Los Angeles Region IRWMP. · Educational background or work experience in engineering, environmental science, biology, chemistry, toxicology, microbiology, urban planning or closely related field. · Sound knowledge of NPDES Stormwater Permit and TMDL issues as related to the region. · Experience in taking a major role in regional NPDES stormwater permit and TMDL compliance efforts involving multiple jurisdictions. · Ability to provide a regional perspective on stormwater and water quality issues.
Surface Water	Five +	<ul style="list-style-type: none"> · Expertise in the planning, design and construction, financing, and operations of water works facilities which includes storage

		<p>reservoirs, transmission and distribution systems, pumping plants, water treatment, water conservation, system optimization particularly as it effects power usage.</p> <ul style="list-style-type: none"> · Education background or work experience in engineering, urban planning, environmental studies or related fields. · Sound knowledge of existing and emerging regulations as well as environmental matters and familiarity with California water law and regulations. · Knowledgeable of the roles of federal, state and local governmental agencies involved in either the regulation of or the operation of waters supply facilities as well as familiarity with key nongovernmental agencies that influence the operations of water systems. · Experience in the acquisition of water rights.
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General Minimum Qualifications for all WMA Representatives	
· Familiar with the Region's IRWMP, its decision making structure, the committee members, goals and targets, and specific issues, challenges and potential solutions related to the specific WMA on a regional scale.	
· Must be able to represent regional Interests in the Greater Los Angeles County Region.	
· Must be able to attend and participate in Leadership Committee meetings.	

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GREATER LOS ANGELES COUNTY REGION IRWMP LEADERSHIP COMMITTEE

Gail Farber
Chair
Los Angeles County Flood Control District
(Alternate: Mark Pestrella)

SUBREGIONAL GROUP REPRESENTATION

Lower San Gabriel

Robb Whitaker, Chair
Water Replenishment District
(Alternate: Jason Weeks)

Mark Stanley, Vice-Chair
Watershed Conservation Authority
(Alternate: none)

North Santa Monica Bay

Randal Orton, Chair
Las Virgenes
Municipal Water District
(Alternate: Joe Bellomo)

Barbara Cameron, Vice-Chair
City of Malibu
(Alternate: Melina Watts)

South Bay

Rich Nagel, Chair
West Basin
Municipal Water District
(Alternate: Leighanne Kirk)

Rob Beste, Vice-Chair
City of Torrance
(Alternate: Neal Shapiro)

Upper Los Angeles

David Pettijohn, Chair
City of Los Angeles
Department of Water & Power
(Alternate: Andy Niknafs)

Nancy Steele, Vice-Chair
Council for Watershed Health
(Alternate: Alex Kenefick)

Upper San Gabriel

Wendy La, Chair
Main San Gabriel Basin
Watermaster
(Alternate: none)

Randy Schoellerman, Vice-Chair
San Gabriel Basin
Water Quality Authority
(Alternate: none)

WATER MANAGEMENT AREA REPRESENTATION

Groundwater

Tony Zampiello
Raymond Basin
Management Board

Alternate:
Mike Sovich
Three Valley MWD

Open Space

Shelley Luce
Santa Monica Bay
Restoration Commission

Alternate:
Norma Garcia
Los Angeles County
Department of
Parks & Recreation

Sanitation

Steve Maguin
County Sanitation Districts

Alternate:
Sharon Green
County Sanitation Districts

Stormwater

Shahram Kharaghani
City of Los Angeles
Watershed Protection Division

Alternate:
Donna Chen
City of Los Angeles
Watershed Protection Division

Surface Water

Jeff Kightlinger
Metropolitan Water District

Alternate:
Grace Chan
Metropolitan Water District

Funding Contributions for Greater Los Angeles County IRWMP Efforts

Agency	2006-07	2007-08	2010-11	Total
Lower LA & San Gabriel Rivers Sub-Region	\$ 216,666	\$ 100,000	\$ 20,000	\$ 336,666
North Santa Monica Bay Sub-Region	\$ 20,000	\$ 71,250	\$ 44,850	\$ 136,100
South Bay Sub-Region	\$ 166,666	\$ 165,000	\$ 42,500	\$ 374,166
Upper Los Angeles River Sub-Region	\$ 66,668	\$ 150,000	\$ 50,000	\$ 266,668
Upper San Gabriel & Rio Hondo Rivers Sub-Region	\$ 105,000	\$ 120,000	\$ 50,000	\$ 275,000
Regional Agencies	\$ 375,000	\$ 440,000	\$ 200,000	\$ 1,015,000
Total	\$950,000	\$1,046,250	\$407,350	\$2,403,600

AGENDA ITEM NO. 6b
GLAC REGION IRWM FUNDED PROJECTS

LOWER SAN GABRIEL & LOS ANGELES RIVER							
#	FUNDING SOURCE	LOCAL PROJECT SPONSOR	PROJECT TITLE	Project Description	Grant	Fund Match	Total Project Cost
1	Prop 50	Central Basin Municipal Water District	Southeast Water Reliability Project	Consists of an 11.4 mile transmission pipeline that will run from the City of Pico Rivera to the City of Vernon. SWRP will complete Central Basin's recycled water transmission system by connecting the existing Rio Hondo and Century area pipelines across the northern portion of the service area.	\$3,530,000	\$94,972,405	\$98,502,405
2	Prop 50	Central Basin Municipal Water District	Large Landscape Water Conservation Project Water Conservation/Management & Education Program (Name Revised)	Implementation of an 'end use' water management program to significantly reduce the amount of runoff and address water/energy management uses from large landscapes, street medians, and residential properties. Project will include weather-based irrigation controllers, wireless real time two way communication technologies and more traditional educational approaches.	\$900,000	\$1,581,932	\$2,481,932
3	Prop 50	County Sanitation District NO. 2 OF Los Angeles County	Whittier Narrows Water Reclamation Plant UV Disinfection Studies	This project wil convert the disinfection practices at the 15 million gallons per day (mgd) Whittier Narrows WRP from chlorination to a dual barrier disinfection process utilizing UV irradiation and a small dosage of free chlorine.	\$2,000,000	\$8,568,690	\$10,568,690
				Total by Sub-Region & Funding Source	\$6,430,000	\$105,123,027	\$111,553,027
4	Prop 84 Rd 1	Water Replenishment District	Leo J. Vander Lans Advanced Water Treatment Plant Expansion	Expand Water Recycling plant to double the capacity of existing treatment process (microfiltration, reverse-osmosis, and ultraviolet light) and add advanced oxidation. Deliver highly treated recycled water to Alamitos Seawater Intrusion Barrier, fully replacing imported water demand at the barrier. Existing facility was implemented with consideration for expansion.	\$4,676,040	\$24,489,222	\$29,165,262
5	Prop 84 Rd 1	Water Replenishment District	Whittier Narrows Conservation Pool Project	Increase maximum Conservation Pool elevation behind the Whittier Narrows Dam from 201.6' to 205' to reuse / recharge locally available stormwater into Central Groundwater Basin. USACE requires updated Feasibility Study and environmental documents for 205' level. Project involves only operational changes to the dam; no physical improvements are required.	\$576,000	\$1,125,505	\$1,701,505
				Total by Sub-Region & Funding Source	\$5,252,040	\$25,614,727	\$30,866,767
6	Prop 84 Rd 2	Sanitation Districts of Los Angeles County	San Jose Creek Water Reclamation Plant East Process Optimization Project	Construction of flow equalization and chlorine contact tanks (CCTs), replacement of process air compressors (PACs), and optimization of aeration system controls. These improvements would improve the secondary treatment process and allow the plant to consistently meet effluent and Title 22 requirements at plant design capacity.	\$2,925,000	\$75,000	\$75,000
7	Prop 84 Rd 2	Los Angeles County Flood Control District	Domninguez Gap Spreading Grounds - West Basin Percolation Enhancements	The proposed project will increase the percolation within the spreading grounds facility in order to increase groundwater recharge. The preliminary scope includes removing between 5 to 10-feet of clay sediment in the facility's west basin.	\$2,000,000	\$851,009	\$851,009
				Total by Sub-Region & Funding Source	\$4,925,000	\$926,009	\$926,009
8	Prop 84 Rd 3	LADWP/Water Replenishment District of Southern California	Manhattan Wells Improvement	Install eight production wells and distribution infrastructure to support an additional 4,200 AFY of local groundwater supply for LADWP's existing distribution network.	\$3,017,440.71	\$21,887,400.76	\$24,904,841.47
9	Prop 84 Rd 3	Water Replenishment District of Southern California	Recycled Water Turnouts	Construction of two turnout connection facilities to an existing recycled water supply pipeline to allow delivery of additional 11,000 acre-feet of recycled water.	\$5,000,440.71	\$1,696,800.00	\$6,697,240.71
				Total by Sub-Region & Funding Source	\$8,017,881.42	\$23,584,200.76	\$31,602,082.18
				LSGLA SUBREGION TOTAL	\$24,624,921.42	\$155,247,963.76	\$174,947,885.18

NORTH SANTA MONICA BAY							
#	FUNDING Source	LOCAL PROJECT SPONSOR	PROJECT TITLE	Project Description	Grant	Fund Match	Total Project Cost
10	Prop 50	City of Calabasas	Las Virgenes Creek Restoration	Reestablish a native creek side habitat to enhance the water quality and biological environment. The restoration would reestablish direct connectivity between the two existing riparian communities to the north and south of the concrete segment. This project integrates urban runoff reduction and indoor & outdoor water conservation. Project includes replacing irrigation controllers citywide to reduce water demand and runoff.	\$515,000	\$549,090	\$1,064,090
11	Prop 50	Las Virgenes Municipal Water District	Malibu Creek Water Conservation Project	This project integrates urban runoff reduction and indoor & outdoor water conservation. Project includes replacing irrigation controllers citywide to reduce water demand and runoff.	\$426,000	\$504,720	\$930,720
12	Prop 50	Mountains Restoration Trust	Restoration of Southern Steelhead Habitat in Solstice Creek	Removal of built-up sediment and debri trapped behind small dams and impoundments. Removal of fish impediments and riparian habitat restoration.	\$78,366	\$150,000	\$228,366
				Total by Sub-Region & Funding Source	\$1,019,366	\$1,203,810	\$2,223,176
13	Prop 84 Rd 1	City of Calabasas	Citywide Smart Irrigation Control Park Water Replacement	Installation of a smart irrigation control system using ET technology at all city facilities, parks, street medians and parkways. It benefits two watersheds: Los Angeles River and Malibu Creek. Project reduces city irrigation usage by approximately 25% and reduces urban run-off.	\$620,000	\$124,157	\$744,157
14	Prop 84 Rd 1	West Basin MWD	Water and Energy Efficiency in the Multi-Family and Hotel Sectors	Program directly installs water/energy efficiency devices in hotel/motel and multi-family dwellings. Replacement includes high-efficiency toilets, high-efficiency urinals, weather-based irrigation controllers, CFL bulbs, low-flow showerheads, and kitchen and bathroom sink aerators.	\$452,880	\$113,220	\$566,100
				Total by Sub-Region & Funding Source	\$1,072,880	\$237,377	\$1,310,257
15	Prop 84 Rd 2	City of Calabasas	Citywide Storm Drain Catch Basin Curb Screens	This project calls for the installation of curb screens on all of the city's catch basins to prevent trash, debris, sediment and animal waste from entering local water bodies. The implementation of this project will improve water quality of creeks, river and beaches.	\$1,180,725	\$324,775	\$1,505,500
16	Prop 84 Rd 2	City of Agoura Hills	Upper Malibu Creek Watershed Restoration Projects	Habitat and water quality restoration in a 34 acre flood retention basin. Recreation of historic LA River flood plain habitat, enhancement of existing low flow and storm water wetlands, and enhancement of public use and restoration.	\$1,218,750	\$403,250	\$1,622,000
				Total by Sub-Region & Funding Source	\$2,399,475	\$728,025	\$3,127,500
17	Prop 84 Rd 3	Las Virgenes Municipal Water District	Water Budget Based Rate Implementation	Reduce LVMWD demands by implementing a rate structure with parcel-specific water budgets based on household size, irrigated area, and local microclimate.	\$430,160.71	\$249,571.84	\$679,732.55
				Total by Sub-Region & Funding Source	\$430,160.71	\$249,571.84	\$679,732.55
				NSMB SUBREGION TOTAL	\$4,921,881.71	\$2,418,783.84	\$7,340,665.55

SOUTH BAY							
#	FUNDING Source	LOCAL PROJECT SPONSOR	PROJECT TITLE	Project Description	Grant	Fund Match	Total Project Cost
18	Prop 50	City of Los Angeles	Wilmington Drain Restoration Multiuse*	Restoration of the Wilmington Drain via a multi-step approach including native re-vegetation, storm water containment, pretreatment, enhanced public access, recreational park and educational signage.	\$4,500,000	\$7,530	\$4,507,530
19	Prop 50	County Sanitation District NO. 2 OF Los Angeles County	JWPCP Marshland Enhancement Project	This project will enhance and maintain the vegetation and wildlife habitat value of the 17-acre freshwater marshland.	\$400,000	\$3,044,692	\$3,444,692
20	Prop 50	West Basin Municipal Water District	Large Landscape Water Conservation Runoff Reduction and Educational Program	Implement a large landscape water management program utilizing centralized weather-based irrigation controllers and systems that link back to the local water and regional agencies regarding end-use water management. Project includes conducting public educational classes and development water efficient demonstration gardens.	\$1,200,000	\$1,633,633	\$2,833,633
				Total by Sub-Region & Funding Source	\$6,100,000	\$4,685,855	\$10,785,855
21	Prop 84 Rd 1	City of Los Angeles	Penmar Water Quality Improvement and Runoff Reuse Project	Installation of hydrodynamic separators, underground detention tank, chlorination facility, pump station and overflow systems. Off-site surface runoff will be diverted to project site. The diverted runoff shall be treated/disinfected. The disinfected effluent will be pumped through a smart irrigation system to decrease the current landscaping irrigation demand.	\$2,112,985	\$20,056,790	\$22,169,775
22	Prop 84 Rd 1	City of Santa Monica	16th Street Watershed Runoff Use Demonstration Project	2 or 3 stage treatment, storage, infiltration and/or reuse project for all dry weather runoff, and up to 80% wet weather. Primary stage to remove trash, debris, and sediments. Secondary stage to filter out soluble pollutants, like heavy metals and organics, oil and grease. Final stage for storage and reuse, overflow to infiltration zone.	\$1,013,085	\$1,049,707	\$2,062,792
23	Prop 84 Rd 1	City of Rolling Hills Estates	Model Equestrian Center	Retain stormwater on site and direct drainage away from horse areas, structural controls for integrated pest mgmt (IPM), landscape & exterior design to reduce heat islands, water conservation including cisterns for roof runoff for landscape irrigation, drought-tolerant landscaping and native plant buffers, trail connectivity, interpretive signage.	\$1,012,985	\$354,424	\$1,367,409
24	Prop 84 Rd 1	City of Hawthorne	Storm Drain Improvements & Installation of Infiltration Chambers on Hawthorne Boulevard	Drainage improvements along Hawthorne Boulevard between El Segundo Boulevard and Rosecrans Avenue, and installation of filtering devices to improve flood management and enhance the quality of storm drain runoff. BMPs will be implemented, bringing this area into compliance with State and Federal requirements.	\$1,112,985	\$9,280,272	\$10,393,257
				Total by Sub-Region & Funding Source	\$5,252,040	\$30,741,193	\$35,993,233
25	Prop 84 Rd 2	Los Angeles Flood Control District	Oxford Retention Baisn Multi-Use Enhancement Project	The project will mitigate localized flooding, address water quality deficiencies, enhance native habitat, improve the site's aesthetics, and provide passive recreation features.	\$1,500,000	\$4,816,085	\$4,816,085
26	Prop 84 Rd 2	City of Carson	Dominguez Channel Trash Reduction	Install Automatic Retracting Screens (ARS) in curb style catch basins to control trash discharges to the Dominguez Channel portion of the City of Carson. Project is scalable and could be applied to fewer catch basin, the Dominguez Channel Watershed or beyond, depending on available support.	\$1,462,500	\$470,000	\$1,932,500
27	Prop 84 Rd 2	City of Los Angeles Watershed Protection Division	Vermont Avenue Storm Water Capture and Green Street Beautification Project	Project is located along Vermont Avenue between Gage Ave. and Florence Ave. and along adjacent side streets. The Goal of this project is to capture the street runoff of 3/4" 24-hour storm in prioritized subcatchments within the project area. A unique combination of small-scale distributed and regional BMPs will be utilized, along with a decentralized outreach and community participation program targeting private property within the project area.	\$604,500	\$0	\$47,740,786
28	Prop 84 Rd 2	West Basin MWD	South Gardena Recycled Water Pipeline Project	Design and construction of a 1.25 mile recycled water pipeline in South Gardena, a disadvantaged community, that would connect four new sites, including Gardena High School (20 af/y), Arthur Lee Johnson Park (5 af/y), Roosevelt Memorial Park Association (80 af/y) and C Stars Nursury (14 af/y). Once completed, this project would conserve 120 af/y.	\$975,000	\$0	\$2,212,131
				Total by Sub-Region & Funding Source	\$4,542,000	\$5,286,085	\$56,701,502
29	Prop 84 Rd 3	LADWP	TIWRP Advanced Water Purification Facility and Distribution System Expansion	Expand the advanced recycled water purification capacity at TIWRP and extend the distribution system, providing 7,280 AFY of new local supply to customers.	\$2,517,440.71	\$79,508,164.43	\$82,025,605.14
30	Prop 84 Rd 3	City of Torrance and So Cal Water Replenishment District	Goldsworthy Desalter Expansion	Expand the capacity of the existing desalting facility and construct two new groundwater wells to extract water from the local saline plume.	\$4,017,440.71	\$19,556,592.00	\$23,574,032.71
31	Prop 84 Rd 3	West Basin Municipal Water District	On-Site Recycled Water Retrofits	Design and construct laterals and on-site retrofitting to connect eight existing potable sites to WBMWD's existing recycled water distribution system to serve 206 AFY of recycled water for landscape irrigation.	\$628,940.71	\$1,933,830.70	\$2,562,771.41





GLAC REGION IRWM FUNDED PROJECTS

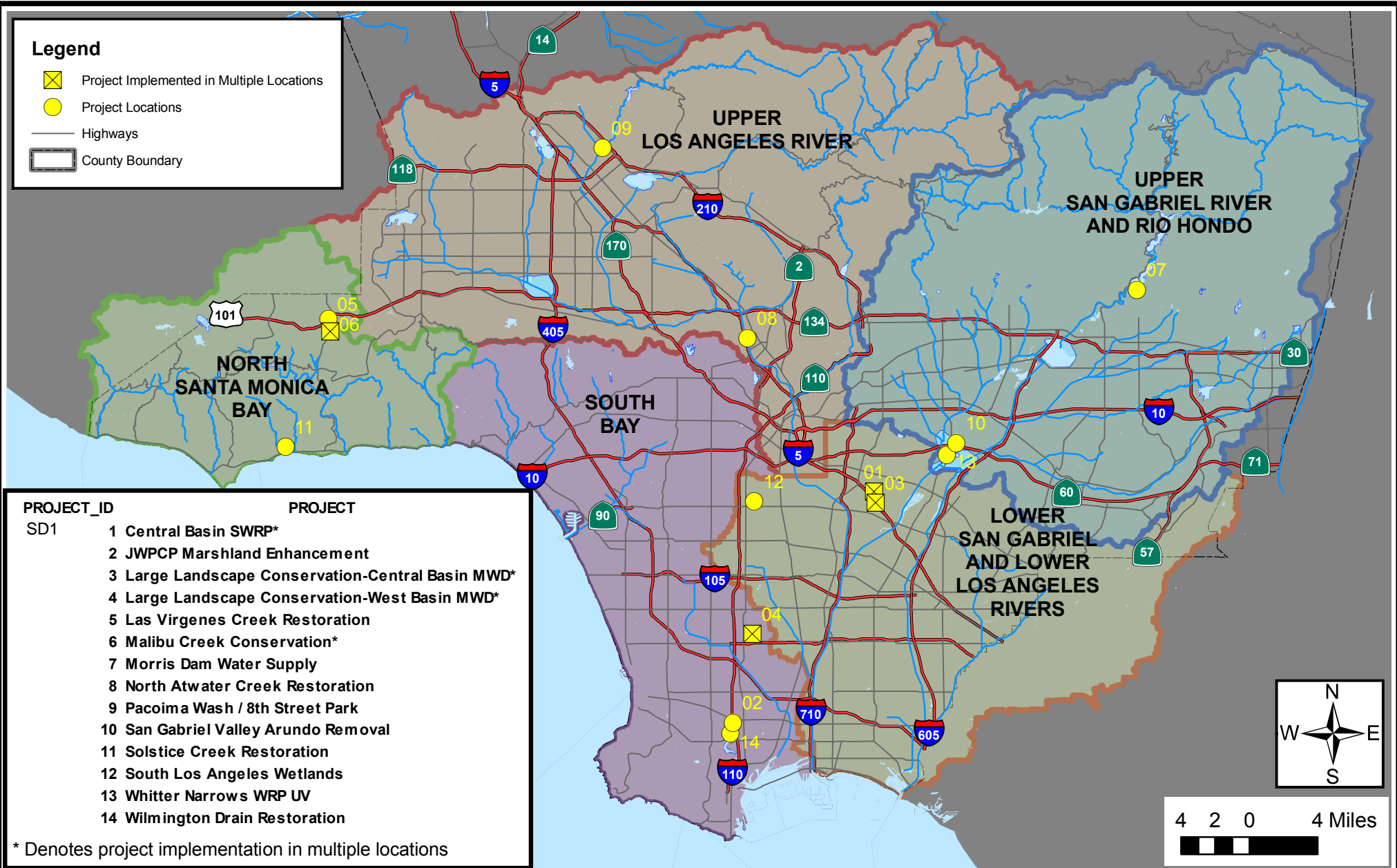
32	Prop 84 Rd 3	LA County Flood Control District	West Coast Basin Barrier Project Unit 12 Injection Observation Wells	Construct new wells to increase the injection of recycled water into the West Coast Basin for local supply and seawater intrusion prevention.	\$1,017,440.71	\$4,001,420.84	\$5,018,861.55
33	Prop 84 Rd 3	City of Inglewood	Well No. 2 Rehabilitation	Improve production of an existing well, thereby increasing the ability to access currently unused pumping rights in the West Coast Basin.	\$202,440.71	\$68,662.00	\$271,102.71
				Total by Sub-Region & Funding Source	\$8,383,703.55	\$105,068,669.97	\$113,452,373.52
				SB SUBREGION TOTAL	\$24,277,743.55	\$145,781,802.97	\$216,932,963.52

UPPER LOS ANGELES RIVER							
#	FUNDING Source	LOCAL PROJECT SPONSOR	PROJECT TITLE	Project Description	Grant	Fund Match	Total Project Cost
34	Prop 50	City of Los Angeles	North Atwater Creek Restoration*	Expand the existing park by adding over 5 acres of water quality improvement landscaping and restore an exiting degraded remnant seasonal riparian stream tributary to the LA River. Creating an intermittent streambed fed by urban runoff and an intermittent wetlands for improving water quality and increasing infiltration.	\$2,250,000	\$2,000,000	\$4,250,000
35	Prop 50	Mountains Recreation and Conservation Authority	Pacoima Wash Greenway Project Eighth Street Park	This project would convert 3 acres of undeveloped land into a natural park that collects, treats and infiltrates residential runoff onsite.	\$587,000	\$1,700,000	\$2,287,000
36	Prop 50	City of Los Angeles	South Los Angeles Wetlands Park*	Project will convert a former MTA maintenance facility into a multi-benefit community resource with a water quality treatment element, a constructed wetland, and a community and education center.	\$3,300,000	\$11,100,000	\$14,400,000
				Total by Sub-Region & Funding Source	\$6,137,000	\$14,800,000	\$20,937,000
37	Prop 84 Rd 1	Los Angeles, Dept of Water and Power	Tujunga Spreading Grounds Enhancement Project	Tujunga Spreading Grounds Enhancement Project will improve water supply, water quality, flood control, and open space enhancements, native habitat, and wetlands with passive recreational and educational opportunities.	\$3,000,000	\$19,011,656	\$22,011,656
38	Prop 84 Rd 1	City of Pasadena	Hahamonga Basin Multi-Use Project	Hahamonga Basin Multi-Use Project will improve water supply and ecosystem health through removal of sediment in basin, replacement of intake dam, habitat restoration, and open space/recreational trail improvements.	\$3,271,000	\$3,713,315	\$8,216,999
39	Prop 84 Rd 1	Los Angeles, Dept of Water and Power	Central Los Angeles County - Regional Water Recycling Program	Central Los Angeles County - Regional Water Recycling Project will maximize the beneficial uses of an additional 13,000 AFY of recycled water available at LAGWRP.	\$2,500,000	\$7,789,247	\$10,289,247
				Total by Sub-Region & Funding Source	\$8,771,000	\$30,514,218	\$40,517,902
40	Prop 84 Rd 2	Mountains Recreation and Conservation Authority	Marsh Park, Phase II	Planning, design, development and implementation for second phase of park. Convert over 2.5 acres of impervious surface into pervious surface which can infiltrate and detain stormwater. Improvements will include conversion of three acres of industrial land into a natural, landscaped open space park featuring native habitat restoration, treatment of on-site and off-site storm water via a system of arroyos used to detain and infiltrate stormwater, restrooms, parking, an outdoor pavilion for special events, decomposed granite walking paths, fitness stations and smaller picnic facilities.	\$1,309,087	\$0	\$5,243,867
41	Prop 84 Rd 2	Los Angeles County Flood Control District	Pacoima Spreading Grounds Improvement Project	Replace existing Pacoima Diversion Channel radial gate with a rubber dam; install telemetry; install trash rack and updated flow measurement instrumentation at intake; remove sediment and clay lens as well as increase storage capacity to enhance percolation; combine basins to simplify operation, enhance landscaping around the perimeter of the facility. The existing headworks will be redesigned as a park or open space in the future.	\$4,032,819	\$9,897,124	\$9,897,124
				Total by Sub-Region & Funding Source	\$5,341,906	\$9,897,124	\$15,140,991
42	Prop 84 Rd 3	LADWP-Burbank WP	Los Angeles-Burbank Groundwater System Interconnection	Construct a pipeline to connect the LADWP and BWP water distribution systems and provide additional groundwater from the Burbank Operable Unit to LADWP.	\$517,440.71	\$501,024.46	\$1,018,465.17
43	Prop 84 Rd 3	LADWP	Mission Wells Improvement	Install three production wells, up to five monitoring wells, and new distribution infrastructure to supply groundwater to LADWP's existing potable distribution network.	\$3,017,440.71	\$19,632,939.00	\$22,650,379.71
44	Prop 84 Rd 3	City of Burbank Water and Power	Be a Water Saver Conservation Program	Increase water conservation through the expansion of a comprehensive financial incentive program that will provide 393 AFY of immediate and sustainable savings.	\$718,940.71	\$846,831.46	\$1,565,772.17
45	Prop 84 Rd 3	Crescenta Valley Water District - Glendale WP	Rockhaven Well	Activate a well and convey 484 AFY of previously unusable groundwater to an existing Nitrate Treatment Facility for treatment and potable use.	\$895,690.49	\$321,749.98	\$1,217,440.47
				Total by Sub-Region & Funding Source	\$5,149,512.62	\$21,302,544.90	\$26,452,057.52
				ULAR SUBREGION TOTAL	\$25,399,419	\$76,513,887	\$103,047,951

UPPER SAN GABRIEL RIVER & RIO HONDO RIVER							
#	FUNDING Source	LOCAL PROJECT SPONSOR	PROJECT TITLE	Project Description	Grant	Fund Match	Total Project Cost
46	Prop 50	Los Angeles County Flood Control District	Morris Dam	Physical modifications to the Morris Dam Valves and Control Systems to facilitate a lower operational reservoir pool and the reliable conjunctive management of the resulting increased conserved native water.	\$5,135,634	\$11,273,541	\$16,409,175
47	Prop 50	Los Angeles & San Gabriel Rivers Watershed Council	San Gabriel Valley Arundo Removal Project	Arundo eradication at 4 locations in the San Gabriel Valley.	\$178,000	\$50,200	\$228,200
				Total by Sub-Region & Funding Source	\$5,313,634	\$11,323,741	\$16,637,375
48	Prop 84 Rd 1	Covina Irrigating Company	Covina Irrigating Company Surface Water Treatment Plant Improvements	Temple Water Treatment Plant treats local surface water and cannot meet new water quality regulations. Project includes improvements to the existing filtration facility and the addition of UV/Chloramination equipment to control DBP formation and prevent pathogen contamination of finished drinking water.	\$2,376,020	\$5,240,884	\$7,616,904
49	Prop 84 Rd 1	Three Valleys MWD	San Antonio Spreading Grounds Improvements	San Antonio Spreading Grounds, Phase 1A - Extend Pipeline n/w in to spreading grounds to increase amount of conjunctive use water to be stored/used. Precludes property from development in the long-term thereby preserving sensitive habitat.	\$2,876,020	\$2,711,288	\$5,587,308
				Total by Sub-Region & Funding Source	\$5,252,040	\$7,952,172	\$13,204,212
50	Prop 84 Rd 2	Los Angeles County Flood Control District	Peck Water Conservation Improvement Project	The project will construct a pump station at the spreading basin to convey flows to the San Gabriel River to increase groundwater recharge in the Main San Gabriel Basin. Some sediment will also be removed from the middle of the basin to improve water quality and movement. The lower water levels in the basin would facilitate the expansion of recreational activities in the summer at the park.	\$4,777,500	\$0	\$7,815,814
51	Prop 84 Rd 2	Los Angeles County Flood Control District	Walnut Creek Spreading Basin Improvements Project	The project will install two pumps to drain the facility to improve percolation rates and to convey water to other downstream flood control facilities with better percolation rates. Also the fines and clays will be removed from the basin for improved percolation. The facility will also be designed to allow for passive recreation in the future.	\$1,200,000	\$1,298,385	\$1,298,385
				Total by Sub-Region & Funding Source	\$5,977,500	\$1,298,385	\$9,114,199
52	Prop 84 Rd 3	Upper San Gabriel Valley Municipal Water District & San Gabriel Valley	Upper San Gabriel Valley Municipal Water District Recycled Water Program Expansion	Expand USGMWD's existing recycled water distribution system to increase the use of recycled water and offset potable water use by 735 AFY.	\$2,223,640.71	\$3,661,800.00	\$5,885,440.71
53	Prop 84 Rd 3	Puente Basin Water Agency	Pomona Basin Regional Groundwater	Deliver 1,856 AFY of previously unused groundwater by reactivating wells and blending with imported water to reduce nitrate within existing regional pipelines.	\$3,056,514.49	\$3,055,198.87	\$6,111,713.36
				Total by Sub-Region & Funding Source	\$5,280,155.20	\$6,716,998.87	\$11,997,154.07
				USGR SUBREGION TOTAL	\$21,823,329.20	\$27,291,296.87	\$50,952,940.07
				Grand Total, GLAC IRWM Implementation Grant Funding	\$101,047,294.50	\$407,253,734.34	\$553,222,404.84

Legend

-  Project Implemented in Multiple Locations
-  Project Locations
-  Highways
-  County Boundary



PROPOSITION 50 CHAPTER 8 GRANT PROJECT LOCATIONS GREATER LOS ANGELES COUNTY REGION INTEGRATED REGIONAL WATER MANAGEMENT PLAN

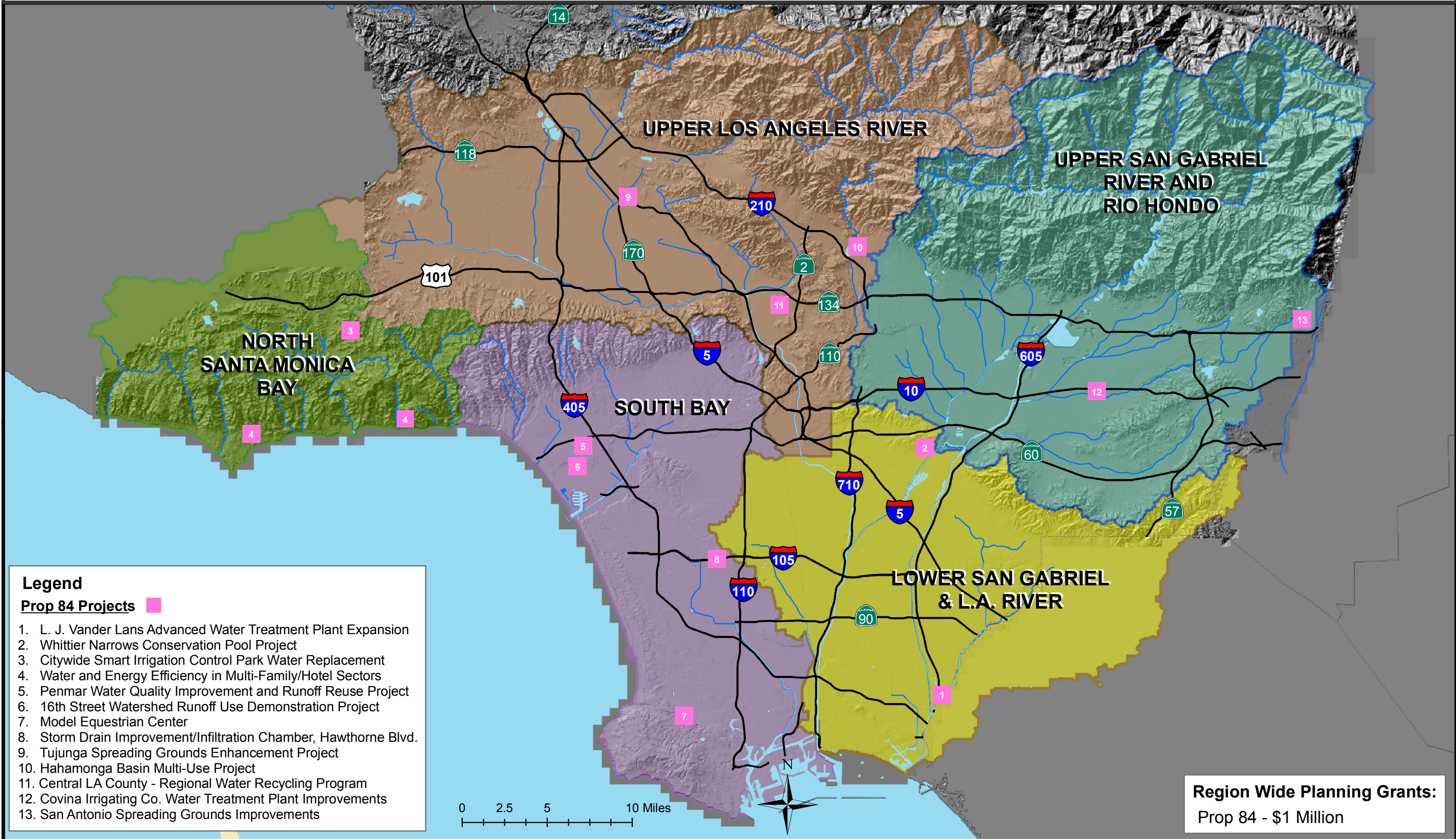
AGENDA ITEM NO. 6b

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PROPOSITION 84 GRANT PROJECT LOCATIONS (ROUND 1)

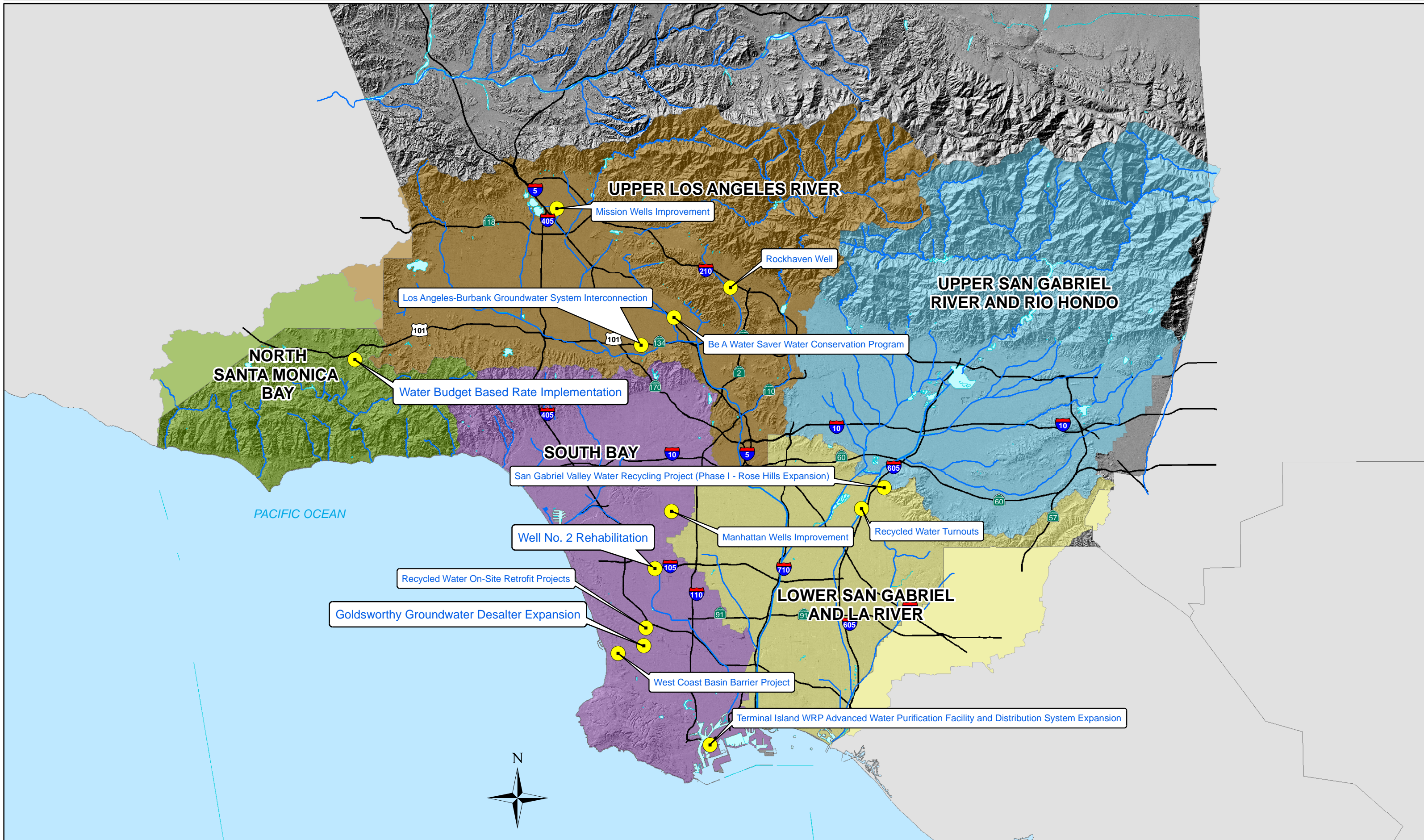
GREATER LOS ANGELES COUNTY REGION

INTEGRATED REGIONAL WATER MANAGEMENT PLAN



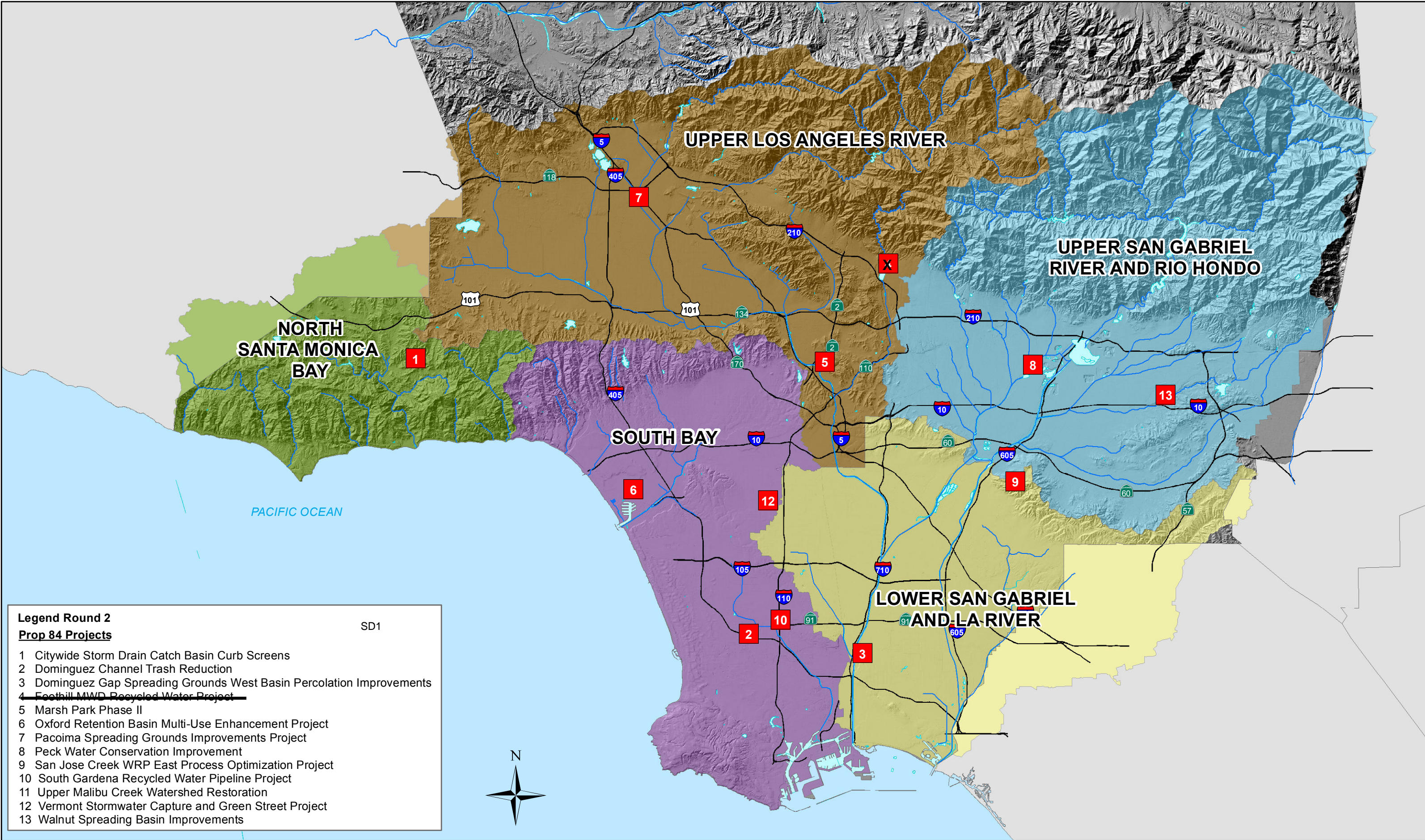
PROPOSITION 84 ROUND 3 GRANT PROJECT LOCATIONS

GREATER LOS ANGELES COUNTY REGION
INTEGRATED REGIONAL WATER MANAGEMENT PLAN



PROPOSITION 84 ROUND 2 GRANT PROJECT LOCATIONS

GREATER LOS ANGELES COUNTY REGION
INTEGRATED REGIONAL WATER MANAGEMENT PLAN



AGENDA ITEM NO. 7

GATEWAY WATER MANAGEMENT AUTHORITY

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

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February 12, 2015

Section 7 – Appoint Representative to GCCOG Strategic Transportation Plan Technical Advisory Committee (“STP TAC”)

Background

Last year, GCCOG retained a consultant team to continue the development and refinement of the Gateway Region Strategic Transportation Plan “STP”. The intent of the STP is to serve as a “blueprint” for current and planned transportation projects of all modes in the Gateway Cities subregion over the next several decades. Additionally, the STP is intended to show the interrelationships among all of these projects so that they may be intelligently planned and implemented. It is the goal of the STP to better position these projects for funding from various potential funding sources.

As part of the STP development, the Chairs of the Watershed Groups, the Executive Officer and the GCCOG Consulting team have met on several occasions to discuss the Water Quality Chapter of the STP. It was noted by the consulting team that the Water Quality Chapter could be strengthened and integrated best with the expertise and knowledge of the watershed groups’ participation.

To that end, the Watershed Group Chairs requested that a water quality representative be included as part of the TAC to help develop the Water Quality Chapter of the STP. The GCCOG Board approved this addition and are now soliciting a representative from GWMA to that position. As of Feb 4th, the TAC Committee structure now officially includes the following: 2 Public Works Directors to serve as Co-Chairs; 1 Water Quality Representative, 1 Transit Person and 2 Planning Representatives. An organization chart is attached to the COG Staff Report which is also attached.

In addition to providing input at the TAC level, it is anticipated that the Watershed Group Chairs, the Executive Officer and the GCCOG Consultants will continue to meet periodically with the Consultant to provide peer review and input to the STP as warranted.

Discussion

The STP TAC regularly meets on the 4th Thursday of each month at 9 a.m. at the COG. The meetings typically take 1 to 1½ hours. The Consultant has indicated that it is acceptable to appoint alternates to serve on the committee in the absence of the appointee.

Fiscal Impact

None.

Recommended Action

Appoint Representative and possible Alternate to serve on the STP TAC.

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With Technical Support From The Sanitation Districts Of Los Angeles County

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Proposed Structure for Strategic Transportation Plan Oversight

Overview

This report is intended to summarize a proposed structure to oversee the development, adoption, and implementation of the Gateway Cities Strategic Transportation Plan (STP).

Background

For the past year, the firm of Cambridge Systematics, retained by MTA through funding from Measure R, has been engaged to develop the Gateway Cities Strategic Transportation Plan, which is intended to serve as a “blueprint” for current and planned transportation projects of all modes in the Gateway Cities subregion over the next several decades. Additionally, the STP is intended to show the interrelationships among all of these projects so that they may be intelligently planned and implemented. It is the goal of the STP to better position these projects for funding from various potential funding sources.

A crucial element for the success of the STP development is the participation of the COG’s member agencies in its development and adoption. In this regard, over the past few months the COG’s consulting engineer has been meeting with cities on an individual basis, as well as through the monthly meetings of the Gateway Cities Public Works Officers, to make sure that the various elements of the STP are consistent with each city’s vision and planned projects.

Proposed Structure

In order to formalize the continued participation of our member agencies in the development and execution of the STP, it is proposed that an STP Technical Advisory Committee (STP TAC), made up of the subregion’s Public Works Officers, be created and meet on a regular basis immediately following the monthly meeting of the Public Works Officers Committee. The STP TAC would have two co-chairs from different geographic locations with the COG subregion.

Furthermore, it is proposed that a Strategic Transportation Plan Oversight Committee be created, consisting of two elected officials, two city managers, and the two co-chairs of the STP TAC, to meet on an as needed basis and to make recommendations to the COG’s Transportation Committee regarding the adoption of the STP and its implementation. Those recommendations, if approved, would be forwarded to the COG’s Board of Directors for adoption.

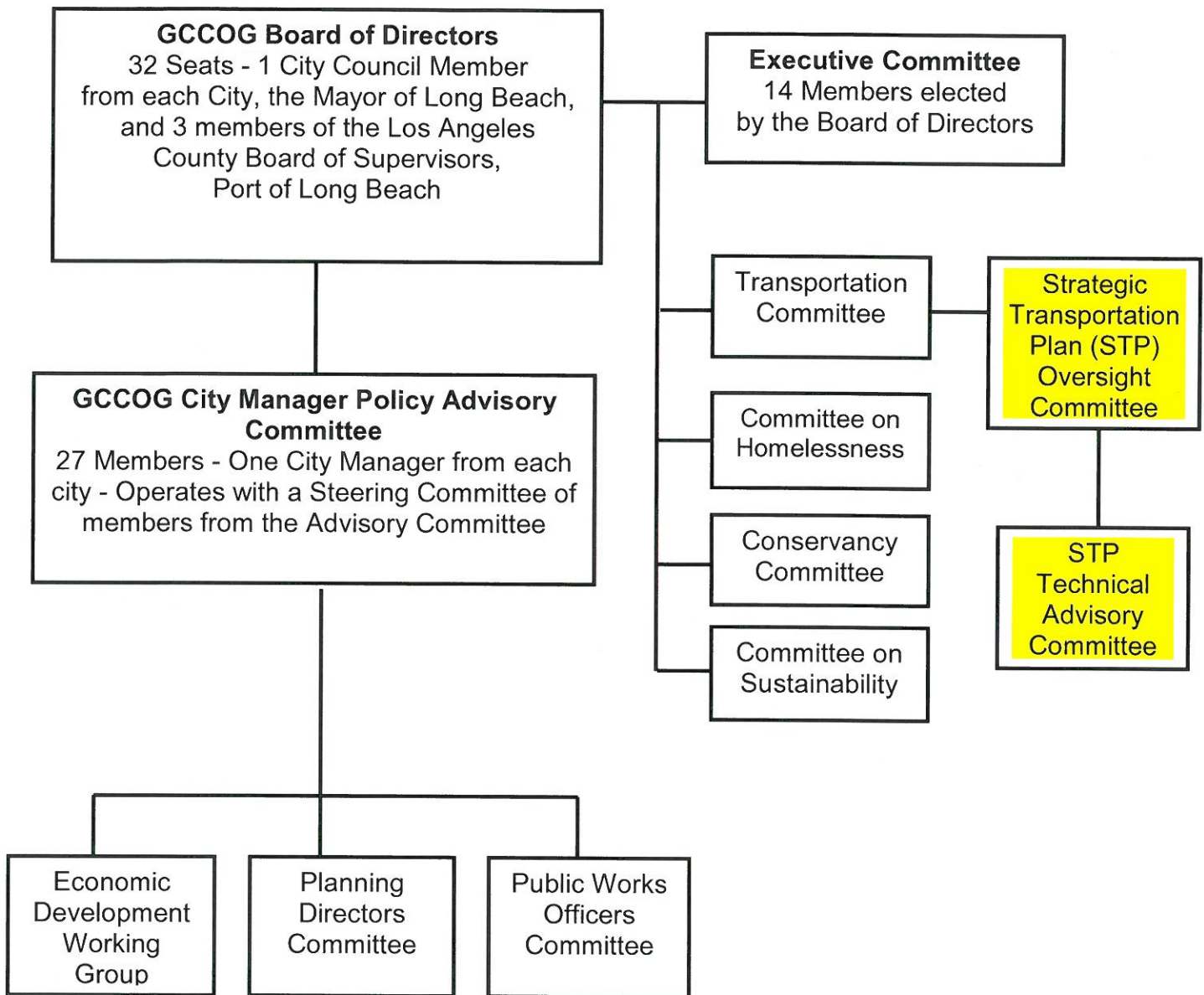
It is the hope that this structure would maximize the opportunity for participation by all COG member agencies and to develop a subregional consensus to advance the projects contained in the STP.

This proposed structure has been reviewed and approved by Transportation Committee Chair Diane DuBois.

Recommended Action

Approve the proposed structure for the oversight of the Gateway Cities Strategic Transportation Plan and seek nominations from board members to fill the two positions for elected officials on the STP Oversight Committee. Elected officials would be entitled to a \$100 meeting stipend based on attendance.

GATEWAY CITIES COUNCIL OF GOVERNMENTS



Gateway Cities Member Agencies

Artesia ~ Avalon ~ Bell ~ Bellflower ~ Bell Gardens ~ Cerritos ~ Commerce ~ Compton ~
Cudahy ~ Downey ~ Hawaiian Gardens ~ Huntington Park ~ Industry ~ La Mirada ~ Lakewood ~
Long Beach ~ Lynwood ~ Maywood ~ Montebello ~ Norwalk ~ Paramount ~ Pico Rivera ~ Santa
Fe Springs ~ Signal Hill ~ South Gate ~ Vernon ~ Whittier ~
Los Angeles County, Supervisorial Districts 1, 2, & 4 ~ Port of Long Beach



DAILY NEWS

Mayors Urge Congress To Overhaul EPA's CWA Rule 'Affordability' Policy

Posted: January 21, 2015

Mayors are renewing a push for Congress to approve legislation that would overhaul EPA's definition for when Clean Water Act (CWA) mandates are "not affordable" for low income ratepayers that meet certain requirements, in order to give more flexibility to municipalities in how they craft integrated water pollution control plans.

At a Jan. 21 meeting of the U.S. Conference of Mayors' (USCM) water council in Washington, D.C., several mayors pushed for revival of [legislation](#) first introduced before a House panel during the 113th Congress that would define CWA mandates as unaffordable if they impose costs of more than 2 percent of Median Household Income (MHI) of 20 percent or more of the service area; allow up to 10 years for implementation, and require EPA to update its 1997 affordability guidance to provide a comprehensive review of all the financial burdens on municipalities and ratepayers.

Some lawmakers are already trying to force a new approach to affordability, with Sen. Roy Blunt (R-MO) [offering an amendment](#) to a pending Keystone XL approval bill that would require EPA to work with an independent academy to undertake a review of the affordability issue and recommend a new definition and framework for affordability.

Although EPA late last year issued [a long-awaited framework](#) for assessing a municipality's ability to pay for upgrades needed to comply with CWA mandates such as combined sewer overflow (CSO) and the construction and maintenance of municipal separate stormwater systems, municipal groups have long called for a more official way of broadening MHI-

based criteria, which is still included in the framework as a possible financial consideration.

USCM has praised the completion of the framework overall, but said other factors are also contributing to inability to pay in [a study the group published in November 2014](#). In the report, USCM surveyed cities in California and broke down all costs to ratepayers -- including regular fees before CSO or stormwater permitting costs. "This document is absolutely eye-opening," said Mayor Mary Ann Lutz of Monrovia, CA. She added that the report would be the basis for the forthcoming legislative proposal.

"EPA has a measure and it's primarily a CSO[s] issue but they say that if your community or residents are paying more than two percent MHI, it might be too much, and would trigger relief and discussion," she said.

USCM's report will give the renewed legislative push "teeth," she said. The new push "is that same bill but it was too late last year to get it introduced, so we're looking at a big push right now."

The report says that, "It became clear from focusing on how EPA assessed local affordability that the current cost per household for public water services impacts households differently from a financial perspective based on actual household income," the report states. "Lower income households spend a greater percentage of their annual income on public water service than households with median or higher income."

EPA declined to include "variable water rates" in its framework, though many environmental and municipal groups recommended the measure, where higher income households would bear a greater burden than lower income households.

Mayors on the water council emphasized that regional officials, not EPA headquarters, were the greatest obstacle in accomplishing integrated plans with affordability considerations built in.

"We want the information that EPA has been putting in their [codifying documents such as the affordability framework] with regard to the integrated planning and this new affordability document, we want them to have that codified for the most part in a bill so that we can take it to the [EPA] regions and say 'look, there's a white paper you are not following but here's a bill you need [to follow]," Lutz told the USCM meeting.

Affordability Framework

EPA's affordability framework included new, broader sets of factors enforcement officials might consider in negotiating compliance schedules for permits and consent decrees.

One concerned residential impacts such as income distribution by geography or other breakdown, while the other is

related to a municipality's financial strength, including population and unemployment trends, recent rate increases, historical population trends and other factors demonstrating operational strength and ability to raise funds.

"We are pretty pleased with it, we got most everything we wanted and we believe it will help us move forward," Lutz told the USCM meeting.

David Berger, mayor of Lima, OH, touted EPA's cooperation with Lima's recently finalized 24-year, \$150 million consent decree agreement with EPA and Ohio EPA, as allowing flexibility to make wastewater treatment system upgrades more affordable for lower income ratepayers.

"Finally, the flexibility we've been able to negotiate into the consent decree allows us over time to deal with the issue of affordability," Berger said, noting that Lima's population has shrunk over the years and has a MHI of \$28,000. "If my community continues to shrink and affordability continues to be a problem, I can go back and re-open that consent decree. I can re-prioritize and I can in fact redo that agreement based upon affordability and upon any new mandates that come down the road."

But Berger reiterated a complaint made in Congress last year, noting that Region 5 EPA officials presented the biggest obstacle to finalizing the deal.

"Our obstacle was, and I'm sure will remain, the [Region 5] office. We continuously found their approaches not only burdensome but bankrupting, not only demanding but dictatorial. It was truly an approach we could not agree to."

Mayor Donald Plusquellic of Akron, OH, also a member of USCM's Water Council, is asking a federal court to re-open its CSO consent decree, entered by a district court judge Jan. 17, saying that EPA has not allowed it to integrate its requirements to allow for more green infrastructure alternatives to sewer improvements.

According to the *Akron Beacon Journal*, Plusquellic said EPA Assistant Administrator Cynthia Giles had assured him that the agency would work with Akron but it had yet to happen. At the water council meeting, Plusquellic echoed Berger's concerns that it was the regional office was resisting integrated planning considerations.

"Region 5 is the very worst," Plusquellic told the council. "We need to fix this. They continue to let the CWA stand and we need legislative fixing for this wide range of decision making EPA has."

Senate Amendment

Meanwhile, Blunt on Jan. 21 introduced an amendment to the pending Senate legislation aimed at forcing approval of the Keystone XL pipeline that would require EPA to contract for a new study that would recommend a new definition of

affordability.

The amendment would direct EPA to work with the National Academy of Public Administration “to review existing studies of costs associated with major EPA regulations. The amendment also directs the administration to determine how different localities can effectively fund municipal projects,” says a Blunt press release.

The Academy, an independent organization chartered by Congress, would collaborate with EPA on a study to create a definition of, and framework for, the term “community and individual affordability.” In conducting the study the Academy would have to consult with EPA, state and local governments, organizations that specialize in affordability issues, and groups of elected officials such as the U.S. Conference of Mayors.

The study would also have to review existing analyses of the costs associated with major rules under such laws as the CWA, Clean Air Act, Safe Drinking Water Act, and other statutes.

Under the amendment, EPA would have to contract with the Academy to launch the study within 60 days of the enactment of the rider as part of the Keystone XL bill. The Academy would then have one year to submit its report to Congress that would have to include a new recommended affordability threshold. The report would also have to describe how different localities can effectively fund municipal projects. -- *Amanda Palleschi* (apalleschi@iwpnews.com)

Related News | Water |

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AGENDA ITEM NO. 9

GATEWAY WATER MANAGEMENT AUTHORITY

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February 12, 2015

SECTION NO. 9 – Discussion/Action Regarding Subrecipient Agreement Between GWMA and the Cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier for the State Water Resources Control Board Grant Agreement of the Low Impact Development (“LID”) Best Management Practices (BMPs”) Program Relating to the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and their Tributaries.

SUMMARY

Earlier this year, GWMA was awarded \$1.073 million in grant funds with a local match of \$270,220 for the Prop 84 Stormwater Grant Program Round 2 by the State Water Resources Control Board (SWRCB). GWMA will help facilitate the receipt, processing, and reimbursement of the SWRCB Grant Agreement funding. As part of this process, GWMA will enter into subrecipient agreements with each of the GWMA members participating in the Project to ensure that the SWRCB Grant Agreement’s provisions are met.

DISCUSSION:

GWMA has entered into a Grant Agreement dated June 12, 2014 (“Grant Agreement”) with the State Water Resources Control Board, by which GWMA will receive \$1,073.820 for a multi-agency/multi-watershed project to incorporate Low Impact Development (LID) Best Management Practices (BMPs) into major transportation corridors. The purpose of this project is to decrease the loading of metals into the Los Angeles River, San Gabriel River, and Los Cerritos Channel and their tributaries.

Participating cities are: Bell Gardens, Lynwood, Downey, Norwalk, Paramount, Pico Rivera, Signal Hill, South Gate, Santa Fe Springs, Vernon, and Whittier.

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AGENDA ITEM NO. 9

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The project will include the installation of the following three types of LID BMPs:

1. Treebox LID BMPs;
2. Bioswale LID BMPs;
3. Bioretention Treebox LID BMPs

Each subrecipient has agreed to providing documentation, its respective cost share and meeting the requirements of the Grant Agreement. The subrecipient agreement will follow the outlined GWMA and recipient responsibilities to ensure a smooth implementation. It is recommended that the Executive Officer be given authority to execute the final Subrecipient agreement contingent upon Board final approval by the Chair and Legal Counsel.

At the January 18, 2015 Board meeting, the Board directed that GWMA handle the notice inviting bids and contracts with the low bidder. As part of this option, the Board members agreed that each participating GWMA member must pay to GWMA a deposit for the full amount of its portion of the LID BMP work, given that GWMA will not provide funds to cover the entire amount of the Project. Participating GWMA members must pay their deposit amounts to GWMA within 30 days of the execution of the Subrecipient agreement. GWMA will not start the Notice Inviting Bids process until all participating GWMA members have submitted their deposit amounts to GWMA.

Once GWMA has begun to incur costs on the Project and pay the contractor's invoices, GWMA will submit reimbursement requests to the State Water Resources Control Board. Within 30 days of receipt of reimbursement funds from the SWRCB, GWMA will then reimburse each participating GWMA member as GWMA is reimbursed, minus each participating GWMA's 20% cost share amount. This Grant Agreement requires that each participating member invest 20% of the cost of the Project out of its own funds.

An exception to this arrangement is the City of Downey ("Downey"). Downey has made the decision to move forward with a part of its project to coincide with a major street improvement project schedule. Downey has elected to conduct its own Request for Bids and enter into a separate contract. The option still exists that Downey may also construct its portion of the Project completely on its own. Thus staff is recommending a distinct subrecipient agreement with the City of Downey depending on its final decision using all of the same provisions and safeguards to ensure grant compliance. If Downey constructs its portion of the Project

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AGENDA ITEM NO. 9

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completely on its own, Downey's subrecipient agreement will be substantially similar to the subrecipient agreement for the smart meters (USBR grant).

In conclusion, the Board directed that GWMA not include language in the subrecipient agreement regarding non-complying cities which could put GWMA at risk for possibly the full grant amount.

FISCAL IMPACT:

Staff and legal time will be used to administer the Notice Inviting Bids and the Contract with the winning bidder. JLN Hunter's time was included in the Project Cost and thus will be assisting in the development of these documents.

RECOMMENDATIONS:

1. Approve the Subrecipient Agreement Template;
2. Authorize the Executive Officer to take necessary steps to develop and maintain a Labor Compliance Program or contract with a third party that has been approved by the Director of DIR to operate a Labor Compliance Program;
3. Authorize the Executive Officer to sign and execute an individual Subrecipient Agreement with each Subrecipient;
4. Authorize the Executive Officer to make non-material changes to the Subrecipient Agreement template in consultation with the Chair and GWMA's legal counsel, if needed;
5. Authorize Executive Officer to Execute Subrecipient Agreement with the City of Downey in Consultation with Legal Counsel and contingent upon GWMA's Legal Counsel Final Approval.

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With Technical Support From The Sanitation Districts Of Los Angeles County

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF [REDACTED] AND THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated [REDACTED], 2015 (“Effective Date”) and is between the City of [REDACTED], a California municipal corporation (“Subrecipient”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

RECITALS

A. GWMA has entered into that certain Proposition 84 Stormwater Grant Program Grant Agreement No. 14-443-550 dated December 4, 2014 (“Grant Agreement”) with the State Water Resources Control Board (“State Water Board”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which GWMA will receive One Million Seventy-Three Thousand Eight Hundred Twenty Dollars (\$1,073,820.00) for the Multi-Agency/Multi-Watershed Project to assist the Cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier (“GWMA Members”) in implementing Low Impact Development (“LID”) Best Management Practices (“BMPs”) that will decrease the loading of metals at multiple sites along the Los Angeles River, San Gabriel River and Los Cerritos Channel, and their tributaries, including the construction of a total of twenty-two (22) tree box filters, twenty (20) bioretention tree wells and one thousand two hundred (1,200) linear feet of bioswale (the “Project”).

B. Subrecipient shall deposit with GWMA a total amount of [REDACTED] Dollars (\$[REDACTED].00) for GWMA to handle the competitive bidding process and to award a contract to construct and implement Subrecipient’s share of the Project by constructing a total of [REDACTED] tree box filters, [REDACTED] bioretention tree wells and [REDACTED] linear feet of bioswale (collectively, “LID BMPs”) within its jurisdiction along the [the Los Angeles River, San Gabriel River and Los Cerritos Channel], and [their/its] [tributaries/tributary] (the “Sub-Project”).

C. GWMA will provide a design template and specifications signed by a civil engineer to the Subrecipient. It shall be the Subrecipient’s sole responsibility to incorporate the provided documentation into its city plans signed by the city engineer or public works director.

D. GWMA will designate a total amount of [REDACTED] Dollars (\$[REDACTED].00) of the grant funds from the State Water Board for construction and implementation of the Sub-Project (“Subrecipient Grant Funds”).

E. Subrecipient understands and acknowledges that it is committing to pay its share to install a specific number of LID BMPs to prevent and reduce metals pollution in stormwater and demonstrate desired environmental results in compliance with the Grant Agreement.

The parties therefore agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Permits and License. Subrecipient shall assist GWMA in procuring all permits and licenses necessary to accomplish the Sub-Project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Sub-Project work.

1.2 Commitment to Cost-Share. Subrecipient shall invest a minimum of _____ Dollars (\$_____.00) of its own funds (the “Cost-Share Amount”), which constitutes at least twenty percent (20%) of the estimated cost of the Sub-Project, to the Sub-Project, in accordance with the Grant Agreement. GWMA shall document and submit documentation to the State Water Board reflecting Subrecipient’s internal costs and total Sub-Project costs to demonstrate the Subrecipient’s required cost share obligations under this Agreement and the Grant Agreement. If, upon completion of the Sub-Project, Subrecipient has provided its own funds in an amount less than twenty percent (20%) of the actual cost of the Sub-Project, Subrecipient shall deposit with GWMA the difference between the Cost-Share Amount and twenty percent (20%) of the actual cost of the Sub-Project.

1.3 Income Restrictions. Subrecipient shall pay to the State Water Board any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Subrecipient, to the extent that they are properly allocable to costs for which Subrecipient has been reimbursed with Subrecipient Grant Funds by GWMA under this Agreement.

1.4 Compliance with Grant Agreement. Subrecipient shall comply with all grantee responsibilities of the Grant Agreement and shall perform its respective obligations under and in accordance with the Grant Agreement. In the event that State Water Board determines Subrecipient has breached the grantee obligations under the Grant Agreement, Subrecipient will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by State Water Board because of the breach. No non-breaching GWMA Member, non-participating GWMA Member, or GWMA as a whole shall be in any way responsible for satisfying any State Water Board demands made in response to a breach of the Grant Agreement by Subrecipient. If Subrecipient is found in breach of the Grant Agreement, it shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement. The State Water Board may withhold all or any portion of the Subrecipient Grant Funds provided for by this Agreement in the event that Subrecipient has materially violated, or threatens to materially violate, any term, provision, condition or commitment of the Grant Agreement; or Subrecipient fails to maintain reasonable progress toward completion of the Sub-Project.

1.5 Approvals, Entitlements and Permits. If public agency approvals, entitlements or permits are required for implementation of the Sub-Project, Subrecipient shall promptly assist GWMA in obtaining such approvals, entitlements and permits and submit signed copies of the same to GWMA prior to commencement of Sub-Project work. If the Sub-Project is carried out on lands not owned by Subrecipient, Subrecipient shall obtain adequate rights-of-way for the useful life of the Sub-Project. For purposes of this Agreement, the “useful life” of any constructed portions of the Sub-Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else. Review or approval of Sub-Project applications, documents, permits, plans and specifications or other Sub-Project information by the State Water Board is for administrative purposes only and

does not relieve Subrecipient of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Sub-Project.

1.6 Compliance with Laws, Regulations, Etc. Subrecipient shall, at all times, comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations and requirements, including, if applicable, Water Code Section 5103(e). Without limiting the foregoing, Subrecipient shall, to the extent possible, comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Sub-Project, whichever is later. Subrecipient certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code Section 5101.

1.7 Compliance with Urban Water Management Planning Act. Subrecipient certifies that the Sub-Project complies with the Urban Water Management Planning Act (Cal. Water Code, § 10610 *et seq.*).

1.8 Consistency with Watershed Management Plan. Subrecipient certifies that any watershed protection activity under taken as part of the Sub-Project will be consistent with the applicable adopted local watershed management plans and the applicable Water Quality Control Basin adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan, as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.

1.9 Water Conservation and Efficiency Programs. Subrecipient has appropriate water conservation and efficiency programs in place. Subrecipient shall comply with the State Water Board's Drought Emergency Water Conservation regulations in Sections 863-865 of Title 23 of the California Code of Regulations. If applicable, Subrecipient shall assist GWMA in preparing a description of its progress and compliance with these Water Conservation regulations in GWMA's reports submitted pursuant to Section 6 of this Agreement.

1.10 State Water Board Disclosure Requirements. Subrecipient shall include the following disclosure statement in any document, written report or brochure prepared, in whole or in part, pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation of use.”

Further, Subrecipient shall post signage in a prominent location at Sub-Project sites or at Subrecipient's City Hall that includes the State Water Board's logo, available from GWMA, and the following disclosure statement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

1.11 Operations and Maintenance. Subrecipient shall maintain and operate the facility and structures constructed or improved as part of the Sub-Project throughout the useful life of the Sub-Project, consistent with the purposes for which the Grant Agreement was made. Subrecipient assumes all operations and maintenance costs of the facilities and structures; GWMA and the State Water Board shall not be liable for any cost of such maintenance, management or operation. Subrecipient may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division of Financial Assistance (the "Division"). For purposes of this Section 1.11, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

1.12 Continuous Use of Sub-Project; Lease or Disposal of Sub-Project. Subrecipient, except as provided in this Agreement and the Grant Agreement, shall not abandon, substantially discontinue use of, lease or dispose of the Sub-Project, or any significant part or portion thereof during the useful life of the Sub-Project without the prior written approval of the Deputy Director of the Division. The Deputy Director may condition the approval, as determined to be appropriate by him or her, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

2. DISBURSEMENT OF FUNDS

2.1 Deposit of Funds. Within thirty (30) calendar days of the execution of this Agreement, Subrecipient shall deposit with GWMA an amount not-to-exceed [REDACTED] Dollars (\$ [REDACTED].00), which shall constitute the total estimated cost of Subrecipient's Sub-Project (which includes the Cost-Share Amount and the Subrecipient Grant Funds amount).

2.2 Reimbursement of Funds; Insufficient Funds. Upon Subrecipient's compliance with the requirements set forth in this Agreement, GWMA shall apply to the State Water Board for reimbursement of Sub-Project costs. Within thirty (30) calendar days of GWMA's receipt of reimbursement funds for the Sub-Project costs from the State Water Board, GWMA shall reimburse Subrecipient in an amount equal to the reimbursement funds received from the State Water Board. The total amount of funds that GWMA reimburses to Subrecipient shall in no event exceed the dollar amount listed in Section 2.1 of this Agreement, which said dollar amount shall constitute GWMA's full obligation to Subrecipient, unless GWMA receives additional funds from the State Water Board for the completion of the Sub-Project or unless GWMA opts to shift the funds currently allocated under the Grant Agreement from other GWMA Members' sub-projects to the Sub-Project. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional LID BMPs to be constructed under the Sub-Project. If the Subrecipient Grant Funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-State Water Board grant funds necessary to complete the Sub-Project. Reimbursement, if any, to Subrecipient by GWMA in accordance with this Section 2.2 is conditioned upon receipt of the grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the grant funds are not forthcoming from the State Water

Board, for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds. If the grant funds are reduced by the State Water Board, for any reason, Subrecipient shall secure and provide such additional funds necessary to complete the Sub-Project and GWMA shall not have any obligation to reimburse Subrecipient for such additional funds through any other source of GWMA funds.

2.3 Cost Overruns. At no time shall GWMA or a non-participating GWMA Member be liable for any cost associated with the Project, including the Sub-Project. In the event that the grant funds are not forthcoming from the State Water Board for any reason, or if the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way, GWMA and the GWMA Members that are not named as the Subrecipient under this Agreement shall not be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the grant funds are not forthcoming for any reason, or in the event that the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way.

3. TERM

3.1 Term. This Agreement shall commence on the Effective Date and shall continue through final payment to Subrecipient plus thirty-five (35) years, unless earlier terminated in accordance with Section 7.3 or amended.

4. COORDINATION OF WORK

4.1 Implementation of Sub-Project. After the execution of all subrecipient agreements with all GWMA members participating in the Project, GWMA shall manage the Notice Inviting Bids for the Project and the construction of the Sub-Project in accordance with the Scope of Work set forth in Exhibit A of the Grant Agreement. The parties, upon mutual written agreement, may amend the total number of LID BMPs required to be installed by Subrecipient during the term of this Agreement. Subrecipient shall immediately notify GWMA of events or proposed changes that could affect the scope, budget or work performed under this Agreement prior to the termination of this Agreement pursuant to Section 3.1. Subrecipient shall not undertake any substantial change in the scope of the Sub-Project until Subrecipient has provided written notice of the proposed change to GWMA and the State Water Board has given written approval of the change.

4.2 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the City Manager of [REDACTED] or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by the [REDACTED] City Council.

4.3 GWMA Representative. The GWMA Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required

under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the Board of Directors.

4.4 Independent Contractor. Subrecipient is, and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers' compensation laws.

5. MANDATORY LIABILITY COVERAGE

5.1 Coverage. Throughout the useful life of the Sub-Project, Subrecipient shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the LID BMPs constructed pursuant to this Agreement.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent, as accepted by GWMA's Risk Manager, that shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days' written notice to GWMA and the State Water Board prior to the effective date of such cancellation or change in coverage.

5.3 Additional Insurance Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, and each of its officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. This insurance shall be issued by a company or companies admitted to transact business in the State of California. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Project to obtain liability coverage at least as comprehensive as required under this Section 5 of this Agreement and shall require GWMA and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

5.5 Use of Insurance Proceeds. In the event of any damage to or destruction of the Sub-Project or any larger system to which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Sub-Project or its larger system. Subrecipient shall begin such reconstruction, repair or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

6. REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

6.1 Reports. GWMA shall prepare and submit regional progress and project reports to the State Water Board to fulfill the GWMA's reporting obligations under the Grant Agreement. Subrecipient shall assist GWMA by providing all requested documentation as GWMA prepares and submits progress and project reports to the State Water Board. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the Grant Agreement, including, if applicable, the reporting requirements specified in Paragraph G of Exhibit B of the Grant Agreement.

6.2 Audits and Records. GWMA, the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing may review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Division, at its option, may call for an audit of financial information relative to the Sub-Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is call for, the audit shall be performed by a certified public accountant independent of Subrecipient and at Subrecipient's cost. The audit shall be in the form required by the Division. Subrecipient shall maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. Subrecipient shall allow the auditor(s) access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records. Further, Subrecipient shall include a similar right of GWMA and the State of California to audit records and interview staff in any contract related to performance of this Agreement.

6.3 Records. Without limiting the requirement in Section 9.2 of this Agreement to maintain Sub-Project accounts in accordance with generally accepted accounting principles, Subrecipient shall, to the extent applicable:

6.4 Establish an official file for the Sub-Project that adequately documents all significant actions relative to the Sub-Project;

6.5 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Sub-Project, including all portions of grant funds received under this Agreement;

6.6 Establish separate accounts that adequately depict all income received that is attributable to the Sub-Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

6.7 Establish an accounting system that will adequately depict final total costs of the Sub-Project, including both direct and indirect costs;

6.8 Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

6.9 If a Force Account is used by Subrecipient for any phase of the Sub-Project, establish an account that documents all employee hours and associated tasks charged to the Sub-Project per employee.

6.10 Inspections. The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Sub-Project sites at all reasonable times during Sub-Project implementation and thereafter for the useful life of the Sub-Project to ascertain compliance with the Grant Agreement and its goals.

7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Subrecipient shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

7.2 Assignment. Subrecipient shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

7.3 Termination. GWMA may terminate this Agreement if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated by giving written notice to Subrecipient. In the event of the State Water Board's termination of the Grant Agreement upon the violation by GWMA, Subrecipient or any other GWMA Member subrecipient of any material provision of the Grant Agreement, Subrecipient shall, upon demand, immediately repay to the State Water Board an amount equal to the Subrecipient Grant Funds distributed to Subrecipient prior to such termination. In the event of such termination, interest shall accrue on Subrecipient's amounts due at the highest legal rate from the date that notice of termination is mailed to GWMA from the State Water Board to the date Subrecipient's full repayment.

7.4 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.5 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.7 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

7.9 Damages for Breach Affecting Tax Exempt Status. In the event that any breach of any of the provisions of this Agreement by Subrecipient results in the loss of tax exempt status for any state bonds, or such breach results in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, Subrecipient shall immediately reimburse the State Water Board in an amount equal to any damages paid by or loss incurred by the State due to such breach.

7.10 Related Litigation. Under no circumstances may Subrecipient use any portion of the Subrecipient Grant Funds from any disbursements under this Agreement to pay costs associated with any litigation Subrecipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, Subrecipient agrees to complete the Sub-Project funded by this Agreement or to repay the Subrecipient Grant Funds, plus interest.

8. INDEMNIFICATION

8.1 Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA, the State Water Board and the State (collectively, the "Indemnitees") harmless from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, arising out of, resulting from or in any way connected with (1) the Sub-Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction of the Sub-Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement and any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Section 13304 of California Water Code and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Sub-Project site(s); or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of

the circumstances under which they were made, not misleading with respect to any information provided by Subrecipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Subrecipient shall pay and discharge any judgment or award entered or made against the Indemnitees with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this Section 8.1 shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest. Subrecipient certifies that it is in compliance with applicable state and federal conflict of interest laws.

9.2 Fiscal Management Systems and Accounting Standards. Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of the grant funds to a level of expenditure adequate to establish that the Subrecipient Grant Funds have not been used in violation of state law, this Agreement or the Grant Agreement. Subrecipient shall maintain separate Sub-Project accounts in accordance with generally accepted accounting principles.

9.3 Discovery of Potential Archeological or Historical Resources. Should potential archeological or historical resources be discovered during implementation of the Sub-Project, all Sub-Project work in the area shall cease until (1) a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources and (2) the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. Subrecipient shall implement appropriate actions as directed by the Division.

9.4 Nondiscrimination. During the performance of this Agreement, Subrecipient and its consultants and contractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Subrecipient and its consultants and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its consultants and contractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Regs., tit. 2, § 11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations, are incorporated into this Agreement by this reference and made a part hereof as if set forth in full. Subrecipient and its consultants and contractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any. Subrecipient shall include the nondiscrimination and compliance provisions in this Section 9.4 in all subcontracts to perform Sub-Project work under this Agreement. Subrecipient's failure to carry out the requirements set forth in this Section 9.4 and applicable requirements in Part 33 of Title 40 of the Code of Federal

Regulations is a breach of a material provision of this Agreement that may result in its termination.

9.5 Discovery of Unexpected Endangered or Threatened Species. Should federal or state protected species, as defined in the federal and state Endangered Species Acts, be unexpectedly encountered during implementation of the Sub-Project, Subrecipient shall promptly notify GWMA. This notification is in addition to Subrecipient's obligations under the federal and state Endangered Species Acts.

9.6 Rights in Data. All data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes and other written or graphic work produced in the performance of this Agreement shall be in the public domain. Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgment of credit to the State Water Board for financial support. Subrecipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

9.7 Notices.

(a) Subrecipient shall notify GWMA at least twenty (20) working days prior to any public or media event publicizing the accomplishments or results of this Agreement and provide the opportunity for attendance and participation by GWMA and State Water Board representatives.

(b) Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Subrecipient's and GWMA's regular business hours or by facsimile before or during regular business hours; or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 9.6(b). All notices shall be delivered the parties at the following addresses:

To GWMA:

Attn: Grace J. Kast, Executive Officer
Gateway Regional Water Management Authority
16401 Paramount Boulevard
Paramount, California 90723
Facsimile: 562-634-8216

To Subrecipient:

Attn: [name], [title]
City of []
[address]
[city], California [zip code]
Facsimile: [number]

9.8 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.9 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.11 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.12 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.13 Exhibits; Precedence. Exhibit A is incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail, except that all state grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.14 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The parties are signing this Agreement on the date stated in the introductory clause.

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

City of _____,
a California municipal corporation

By: _____
Name: _____

By: _____
Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

AGENDA ITEM NO. 9

EXHIBIT A
GRANT AGREEMENT
(Attached)