

GATEWAY WATER MANAGEMENT AUTHORITY

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

AGENDA

Special Meeting of the Board of Directors
Thursday, April 9, 2015 at 11:30 a.m.
Progress Park Plaza, 15500 Downey Avenue, Paramount, CA

- 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 Consent Calendar: (Acted as one item unless withdrawn by request)**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 March 12, 2015 (Enclosure)
 - b. Warrant Register Report and List of Warrants for April 2015 (Enclosures)
 - c. Ratify Standard Professional Services Agreement with GEI Consultants for Prop 84 Round 4 IRWMP Project
- 6. Adoption of Resolution No. 15-1 Changing Meeting Time of GWMA's Regular Board Meeting (Enclosure)**
- 7. Discussion/Action Regarding Two (2) Memorandum of Understanding for Greater Los Angeles and Long Beach Harbor Water TMDL for Toxic Pollutants Monitoring (Enclosure)**
 - a. Approve MOU with GWMA Members/Non-Members to provide administrative and contractual services for the TMDL Monitoring of the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters and authorize Chair to execute the MOU. (Enclosure)
- 8. Approval to Support SB 485 (Hernandez) LACSD Stormwater Legislation (Enclosure)**
 - a. Adopt a position of "Support" for SB485 (Hernandez) LACSD Stormwater Legislation and submit letter of support as presented (Enclosure)

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

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9. Recommend Projects for Inclusion in the GLAC Prop 84 Grant Application and Adoption of the Greater LA IRWM Plan (Enclosure)

- a. Review and approve projects from the attached table to recommend for inclusion in the GLAC Prop 84 Final Round
- b. Approve expenditures in an amount not to exceed \$18,000 per project to cover the anticipated application costs through the Greater LA IRWM Plan Process
- c. Adopt Resolution No. 15-2 adopting the Greater LA IRWM Plan Update 2014 for the 2015 Final Round of Prop 84 IRWM Grant Program

10. Gateway Region Watershed Management Plans (WMPs) and MOU and/or Amendment Activities

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
 1. Approve the Professional Services Agreement with Paradigm Environmental, Inc. as Presented and Contingent Upon Legal Counsel's Final Approval of Non-Material Changes (Enclosure)
- b. Lower Los Angeles River Watershed Group
- c. Los Cerritos Channel Watershed Group
- d. Lower San Gabriel River Watershed Group

11. City Managers' Steering Committee Report

12. Executive Officer's Report

13. Directors' Comments/Reports

14. Adjournment

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

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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, MARCH 12, 2015

A special meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, March 12, 2015 Noon at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA 90723.

Chair Chris Cash called the meeting to order at 11:35 a.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 |
| Mike O'Grady (alternate) | Cerritos |
| Gina Nila | Commerce |
| Aaron Hernandez-Torres | Cudahy |
| Mohammad Mostahkami | Downey |
| Desi Alvarez (alternate) | Huntington Park |
| Marlin Munoz (alternate) | La Mirada |
| Lisa Rapp | Lakewood |
| Anthony Arevelo | Long Beach |
| Kevin Wattier | Long Beach Water Dept. |
| Sam Kouri (alternate) | Montebello |
| Adriana Figueroa | Norwalk |
| Chris Cash | Paramount |
| Gladis Deras (alternate) | Pico Rivera |
| Noe Negrete (alternate) | Santa Fe Springs |
| Charlie Honeycutt | Signal Hill |
| William DeWitt | 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 |
| Russ Bryden | LACFCD |
| Jim Glancy | Lakewood |
| John Hunter | John L. Hunter & Associates |
| Geneveive Osmond | Los Angeles County FCD |
| Catherine Jun | Bellflower |
| Ester Rojas | WRD |
| Bill Minasian | Downey |

ITEM 3 - ADDITIONS TO THE AGENDA

Chair Chris Cash indicated that for discussions purposes, agenda item numbers 11 and 12 would be in reverse order.

ITEM 4 – ORAL COMMUNICATIONS TO THE BOARD

Ms. Tammy Hierlihy, Central Basin MWD, provided an update regarding Central Basin MWD's upcoming audit with the State and California Legislature. She indicated that their District submitted a letter earlier expressing support and looked forward to working cooperatively with their group.

ITEM 5 – CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

No reportable action. Direction was given.

ITEM 6 – DISCUSSION/ACTION REGARDING EMPLOYMENT POLICIES

Director Dewitt moved to table this agenda item and defer item back to the Executive Committee for further discussions. The motion was seconded by Director Nila and approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, NEGRETE, HONEYCUTT, DEWITT, RIGG, PELSER

NOES: NONE

ABSTAIN: NONE

ITEM 6 – DISCUSSION/ACTION REGARDING THE RELEASE OF A REQUEST FOR QUALIFICATION ("RFQ") FOR FINANCIAL, ACCOUNTING, INVESTMENT, PURCHASING, AND PERSONNEL SERVICES

Director Honeycutt reported that prior to July 1, 2013, the City of Signal Hill provided all accounting services to GWMA. He stated that on July 1, 2013, most accounting functions were transferred to the GWMA. He indicated that GWMA now tracked its own expenses and income while the City of Signal Hill continued to process expenditures, prepare warrants, and received, recorded and invested revenues.

Director Honeycutt indicated that GWMA activities have significantly increased over the past two years and would continue to expand as GWMA supported the growing needs of the region's watershed. In closing, Director Honeycutt recommended that the Board release a Request for Qualifications (RFQ) for financial, accounting, investment, purchasing, and personnel services. He stated that this RFQ would seek a consultant to complete the transfer of financial functions from the City of Signal Hill to the GWMA and provide day-to-day

financial oversight and professional advice to the GWMA staff. He indicated that the City of Signal Hill, GWMA's Chair and Vice-Chair would meet to review and select a consultant and that the Professional Services Agreement would be brought back to the board for approval before proceeding.

After detailed discussions, Director Pelsner moved to release the RFQ, but to separate the scope of work for personnel services until further clarification could be provided to the Board. The motion was seconded by Director Negrete and was approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, NEGRETE, HONEYCUTT, DEWITT, RIGG, PELSNER

NOES: NONE

ABSTAIN: NONE

ITEM 8 - CONSENT CALENDAR

Director Nila moved to approve the consent calendar. The motion was seconded by Director Cablay and was approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, NEGRETE, HONEYCUTT, DEWITT, RIGG, PELSNER

NOES: NONE

ABSTAIN: NONE

ITEM 9 – DISCUSSION/ACTION REGARDING COST SHARING PROPOSAL FOR GREATER LOS ANGELES AND LONG BEACH HARBOR WATERS TMDL FOR TOXIC POLLUTANTS MONITORING

Ms. Kast reported that each watershed group, as well as those cities applying for an individual watershed plan, would need to satisfy the monitoring requirement. She stated that John Hunter had reported that the general consensus of the watershed groups, with tentative concurrence by the Regional Board, was that a single monitoring station located at the furthest downstream area of each river would satisfy the monitoring requirements. She indicated that, because of the obvious cost savings to Permittees and their constituents, it would make more sense to combine resources to meet the Regional Board's monitoring requirements. Further, the GWMA had been asked to consider taking on the administrative role to coordinate the effort.

Ms. Kast reported that her recommendation was to generate two (2) different MOUs. She stated that one would be prepared for GWMA members with a 3% administrative charge and the second MOU would be prepared for non-GWMA members with a 5% administrative charge. In closing, Ms. Kast recommended that the Board authorize Legal Counsel and the Executive Officer to develop these two MOUs to provide administrative and contractual services (without equipment ownership) for the TMDL Monitoring of the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters.

Director Nila moved to authorize Legal Counsel and the Executive Officer to develop two (2) standard MOUs to provide administrative and contractual services for the TMDL Monitoring of the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters and to stipulate that non-members had 60-days to execute the MOU or they would be excluded from this joint effort. The motion was seconded by Director Wattier and approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, NEGRETE, HONEYCUTT, DEWITT, RIGG, PELSER

NOES: NONE

ABSTAIN: NONE

ITEM 10A – GATEWAY REGIONAL WATERSHED MANAGEMENT PLANS (WMPs) AND MOU AMENDMENT

Discussion/Action Regarding Ownership of Equipment Related to CIMP and WMP Implementation

General discussions took place with regard to the ownership of equipment related to CIMP and WMP implementation. It was determined that GWMA would not obtain ownership and that the contractor would own equipment and then lease it back to the GWMA.

ITEM 10B – ACTION/STATUS OF EACH WATERSHED GROUP

Lower Los Angeles River Upper Reach 2 Watershed Group

Ms. Kast reported that in October, GWMA issued an RFP to implement a Coordinated Integrated Monitoring Program (CIMP) for the Los Angeles River Upper Reach 2 Sub Watershed. She stated that the deadline to receive proposals was on November 24, 2014 at noon and a total of 2 proposals were received: CWE and Paradigm.

Ms. Kast reported that the Watershed group was now requesting that GWMA enter into a 2-year contract with CWE (with 2 additional, optional years). She stated that the cost for work during FY 2014/15 was \$240,000 and the second year's costs was \$297,205 and may only commence by written authorization from the

Executive Officer. Ms. Kast recommended that the Board approve the PSA with CWE as presented, contingent upon legal counsel's final approval of non-material changes.

Director Figueroa moved to approve the PSA with CWE as presented, contingent upon legal counsel's final approval of non-material changes. The motion was seconded by Director Hernandez-Torres and was approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, NEGRETE, HONEYCUTT, DEWITT, RIGG, PELSER

NOES: NONE

ABSTAIN: NONE

Lower Los Angeles River Watershed Group

None.

Los Cerritos Channel Watershed Group

None.

Lower San Gabriel River Watershed Group

None.

Director Negrete left at 1:45 p.m.

ITEM 11 – DISCUSSION/ACTION REGARDING GENERAL ON-CALL PROFESSIONAL, TECHNICAL, AND/OR ENGINEERING SERVICES

Ms. Kast reported that at the December 11, 2014 Board meeting, the Board approved the release of the Request for Statement of Qualifications (RFQ). She stated that the deadline to submit SOQs was January 26, 2015 and that eleven SOQs were received. She indicated that the Ad Hoc Committee and staff met to discuss, rank, select and recommend consultants for GWMA's list of pre-qualified consultants.

After detailed discussions, GEI was added to the list of pre-qualified consultants due to their IRWM experience and the unexpected, immediate DWR solicitation for projects. Director Wattier requested that the Ad Hoc Committee review all pre-qualified consultants to see if any other consultants had IRWM experience.

It was also recommended that the Procedure for on-call consultant services be amended to increase the Chair's ability to approve expenditures up to \$10k without Board approval and that the Executive Officer must

requests proposals/schedules from 2-3 consultants on the List of Services up to \$50k and make selection upon consultation with Chair.

Director Wattier moved to: 1) approve the On-Call Consultant Services List with the addition of GEI, 2) approve process for on-call consultant services as amended, and 3) the existing Ad Hoc Committee would assist in modifications to on-call list and assist Executive Officer in selecting an on-call consultant for services above \$50k. The motion was seconded by Director Nila and approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, HONEYCUTT, DEWITT, RIGG, PELSER

NOES: NONE.

ABSTAIN: NONE.

ITEM 12 – DISCUSSION/ACTION REGARDING IRWM ACTIVITIES

Ms. Kast updated the Board on IRWM activities. She indicated that GWMA, as a new member of the GLAC IRWM, would be coordinating projects with GLAC for Round 4 of the Prop 84 Grant. She recommended that the Board issue a Professional Services Agreement to GEI in the amount not to exceed \$75k to assist GWMA with collecting project information to enter into the OPTI system, and collect and coordinate GWMA projects with GLAC's consultants during the application process.

After detailed discussions, Director Wattier moved to issue a Professional Services Agreement with GEI in the amount not to exceed \$75k to assist GWMA with the development, prioritization and input of project information into the OPTI system and data collection and coordination with GLAC's consultants during the application process. The motion was seconded by Director Nila and was approved by the following voice votes:

AYES: DOR, CABLAY, VU, GORECKI, HIERLIHY, O'GRADY, NILA, HERNANDEZ-TORRES, MOSTAHKAMI, ALVAREZ, MUNOZ, RAPP, AREVELO, WATTIER, KOURI, FIGUEROA, CASH, DERAS, HONEYCUTT, DEWITT, RIGG, PELSER

NOES: NONE

ABSTAIN: NONE

ITEM 13 – DISCUSSION/ACTION REGARDING PROP 1 FUNDING OPPORTUNITIES

Ms. Kast reported that the California Water Resources Control Board announced that Prop 1 money has been allocated and that she was requesting to work with an Ad Hoc Committee to review opportunities.

After general discussion, Director Cash asked if any Board member would be willing to be a member of this Ad Hoc Committee. Directors Arevalo, Cervantes, Deras and Figueroa were appointed to this Ad Hoc Committee.

Director Alvarez left at 2:05 p.m.

ITEM 14 – CITY MANAGERS’ STEERING COMMITTEE REPORT

None.

ITEM 15 – EXECUTIVE OFFICER’S REPORT

Ms. Kast reported that she has been discussing the need to coordinate efforts with the COG on issues affecting both agencies. She stated that she is in discussions with the COG staff on creating an Ad Hoc Joint Task Force Committee and would report back to the GWMA Board.

ITEM 16 – DIRECTORS’ COMMENTS/REPORTS

None.

The meeting was adjourned at 2:07 p.m. to a Special Meeting of the Board on March 16, 2015 at the Clearwater Building in Paramount.

Charlie Honeycutt, Secretary/Treasurer

Date

AGENDA ITEM NO. 5B

GATEWAY WATER MANAGEMENT AUTHORITY

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April 9, 2015

SECTION NO. 5(b) Warrant Register Dated April 9, 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 April 9, 2015 in the amount of \$49,519.20 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 \$49,519.20. Funds to cover payment are available in the Gateway Authority budget.

RECOMMENDATION:

Approve the Warrant Register as presented.

Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattier, Chair Emeritus
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AGENDA ITEM NO. 5B

WARRANT REGISTER

Disbursement Journal

April 9, 2015

| Invoice Date | Vendor | Invoice Number | Description | Amount |
|-----------------|---------------------------|-------------------|-----------------------------------|--------------|
| 03/28/2015 | Grace J. Kast | 15-GJK-GA-3 | Executive Director | \$ 13,333.33 |
| 03/30/2015 | Toni Penn | 15-3-30 | Admin/Acct. Services | \$ 8,921.23 |
| 03/09/2015 | GEI Consultants | 714895 | GWMA Water Smart Grant Admin | \$ 3,312.00 |
| 02/26/2015 | Richards Watson & Gershon | 200431 | Legal Services - General | \$ 8,393.46 |
| 02/26/2015 | Richards Watson & Gershon | 200432 | Legal Services - MS4 Permit MOU | \$ 135.00 |
| 03/19/2015 | Joe. A Gonsalves & Son | 25170 | Legislative Advocacy Services | \$ 4,000.00 |
| 03/26/2015 | CWE | 15571 | Upper LLAR WMP & CIMP Development | \$ 10,818.00 |
| 04/01/2015 | City of Paramount | 3168 | Rent | \$ 322.50 |
| 04/01/2015 | City of Paramount | 3173 | Meeting Expense | \$ 283.68 |
| | | | Total Disbursements | \$ 49,519.20 |

AGENDA ITEM NO. 6

GATEWAY WATER MANAGEMENT AUTHORITY

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April 9, 2015

SECTION NO. 6 Adoption of Resolution No. 15-1 Changing the Meeting Time of GWMA's Regular Board Meeting

SUMMARY:

Currently, GWMA's regularly scheduled board meetings are held the second Thursday of each month at 12 noon. The meeting time of GWMA's regular board meeting continues to conflict with other scheduled monthly meetings which many Directors attend. To resolve this conflict, GWMA wishes to change its regular meeting time from 12 noon to 11:30 a.m. The meeting day will remain the second Thursday of each month. As a public agency, this change can only be done by a resolution adopted by the Board.

FISCAL IMPACT:

None.

RECOMMENDATION:

Adopt Resolution No. 15-1 changing the meeting time of GWMA's Regular Board Meeting from 12 noon to 11:30 a.m. on the second Thursday of each month.

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AGENDA ITEM NO. 6

**RESOLUTION NO. 15-1
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GATEWAY WATER MANAGEMENT AUTHORITY
JOINT POWERS AUTHORITY**

THE BOARD OF DIRECTORS OF THE GATEWAY WATER MANAGEMENT AUTHORITY JOINT POWERS AUTHORITY DOES RESOLVE AS FOLLOWS:

WHEREAS, the Gateway Water Management Authority ("GWMA") holds its regularly scheduled Board meetings on the second Thursday of every month at 12 noon.

WHEREAS, the meeting time of GWMA's regularly meeting conflicts with other meetings which many Directors must attend.

WHEREAS, the GWMA Board and staff desire to move the time of the regularly scheduled meeting to 11:30 a.m. on the second Thursday of every month.

NOW, THEREFORE, the Board of Directors of the GWMA JPA does hereby resolve as follows:

- 1. The regularly scheduled Board meeting of the GWMA JPA shall now be held on the second Thursday of the month at 11:30 a.m.**

ALL THE FOREGOING, being on motion of _____, Director and seconded by _____, Director was authorized by the following voice votes:

AYES:

NOES:

ABSTAIN:

PASSED, APPROVED, AND ADOPTED by the Board of Directors of GWMA this _____ day of _____, 2015.

Adriana Figueroa, Vice-Chair

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April 9, 2015

Section 7 – DISCUSSION/ACTION REGARDING MEMORANDUM OF UNDERSTANDING FOR GREATER LOS ANGELES AND LONG BEACH HARBOR WATERS TMDL FOR TOXIC POLLUTANTS MONITORING

BACKGROUND

On August 31, 2011, a far reaching TMDL requirement became effective affecting many cities throughout Los Angeles County. In general, the TMDL divides the impacted areas into three groups: those cities discharging into: (1) the Dominguez Channel, (2) the Los Angeles /Long Beach Harbor and Los Cerritos Channel and (3) the Los Angeles River and San Gabriel River watersheds. The TMDL establishes separate compliance requirements for each of those areas. The pollutants are: metals (copper, lead and zinc) and toxics (DDT, PCBs, etc.).

The cities (and unincorporated areas of Los Angeles County) discharging into the Los Angeles River (above the estuary) and San Gabriel River have, at least initially, the least requirements of the three groups. While the other two groups have numeric discharge limits and targets, the Los Angeles and San Gabriel River entities have no such limits and are only being required to monitor for toxic pollutants.

DISCUSSION

Each watershed group as well as those cities applying for an individual watershed plan would need to satisfy this monitoring requirement. However, the consensus of the watershed groups with tentative concurrence by the Regional Board is that a single monitoring station located at the furthest downstream area of each river, will satisfy the monitoring requirements. Due to tidal influences, three stations would have to be established: 1) Los Angeles River at Wardlow; 2) San Gabriel River near Spring Street and; 3) Coyote Creek, also near Spring Street.

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The estimated cost for installation is \$110,000 per monitoring station with an annual estimated cost of \$60,000. The Lower Los Angeles and Lower San Gabriel River watersheds sent out letters inviting upstream Permittees to join and share the cost since they would also have to install the monitoring station. Thus far, a clear majority of upstream entities expressed interest in participating.

In order to support this administrative role, at GWMA's Special Board Meeting on March 12th, the GWMA Board authorized Legal Counsel and the Executive Officer to develop an MOU for members and non-members who would like to share in the cost. The direction given included charging an administrative fee of 3% for GWMA members and 5% for non-members. This would cover the cost of legal and administrative services. In addition, legal counsel was directed that ensure that all of the appropriate indemnifications to protect GWMA were contained in the MOU. Finally, GWMA Board stated that the MOUs would not be negotiable since it is a service provided for the benefit of Permittees to cut their costs and that a period of 60 days maximum be given for Permittees to execute the MOU. The Permittees that did not execute the MOU within the 60 day period would not be included in the cost sharing program.

Upon execution of an MOU, staff would generate an invoice to the Permittee for payment to GWMA. During this period, a Notice Inviting Bids would be distributed and evaluated. Once all funds are collected by the cost-sharing Permittees, a selected firm will be recommended to the GWMA Board for approval.

FISCAL IMPACT

Costs for Legal and Administrative Services would be accounted for and reimbursed through the GWMA Administrative Fee.

RECOMMENDED ACTION

- a. Approve MOU with GWMA Members/Non-Member to provide administrative and contractual services for the TMDL Monitoring of the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters and authorize Chair to execute the MOU.

AGENDA ITEM NO. 7

04/06/15

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

[INSERT NAME OF INDIVIDUAL MS4 PERMITTEE/CITY]

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of _____, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and [INSERT NAME OF INDIVIDUAL MS4 PERMITTEE/PUBLIC AGENCY], (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A"**, (b) a deposit of 25% of the "Initial Payment Amount" and a deposit of 25% of the "Annual Payment Amount"; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. , the Permittee shall pay no more than _____ dollars (\$) for the initial payment ("Initial Payment Amount") , for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

Comment [A1]: This Initial Payment Amount shall include: (a) the cost share amount identified in Exhibit A; (b) the admin fee (3% for GWMA Members and 5% for non-GWMA Members); and (c) the 25% deposit.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than _____ (\$ _____) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

Comment [A2]: This Annual Payment Amount shall include: (a) the cost share amount identified in Exhibit A; (b) the admin fee (3% for GWMA Members and 5% for non-GWMA Members); and (c) the 25% deposit.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will

notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) **Administrative Costs.** As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge [choose one: three percent (3%)] or five percent (5%)] of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be

employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) The Permittee has been accepted as a participant in the cost sharing for the Monitoring Costs and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to GWMA Members. Participant status entitles the Permittee only to the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Annual Payment Amount.

Comment [A3]: GWMA Staff: Please omit this language for GWMA Members. This language only applies to non-GWMA members:

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Mr./Ms. [Insert contact name here]
Title
Company Name
Street Address
City, California Zip Code

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____ LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Christopher S. Cash
GWMA Chair

DATE: _____ PERMITTEE
[insert name of public agency]

[contact Name],
[insert title]

EXHIBIT “A”
COST SHARE MATRIX
ATTACHED

AGENDA ITEM NO. 7
Harbor Toxics TMDL Monitoring
Los Angeles River Watersheds

| | | | | (50% equal share, 50% by area) | | | (50% equal share, 50% by area) | | |
|---|-----------------------------|--------------|--------|---|-----------|------------|---|-----------|------------|
| | | | | Installation and 1st Year's operations \$110,000 | | | 2nd Year and subsequent years \$60,000 | | |
| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Base Cost | Area Cost | Total Cost | Base Cost | Area Cost | Total Cost |
| Upper Los Angeles River Watershed Group | Alhambra | 4,884 | 1.3% | \$653 | \$687 | \$1,340 | \$356 | \$375 | \$731 |
| | Burbank | 11,095 | 3.0% | \$653 | \$1,561 | \$2,214 | \$356 | \$852 | \$1,208 |
| | Calabasas | 4,006 | 1.1% | \$653 | \$564 | \$1,217 | \$356 | \$307 | \$664 |
| | Glendale | 19,588 | 5.3% | \$653 | \$2,756 | \$3,409 | \$356 | \$1,503 | \$1,860 |
| | Hidden Hills | 961 | 0.3% | \$653 | \$135 | \$788 | \$356 | \$74 | \$430 |
| | La Canada Flintridge | 5,534 | 1.5% | \$653 | \$779 | \$1,432 | \$356 | \$425 | \$781 |
| | Los Angeles | 181,288 | 48.8% | \$653 | \$25,511 | \$26,164 | \$356 | \$13,915 | \$14,271 |
| | Montebello | 5,356 | 1.4% | \$653 | \$754 | \$1,407 | \$356 | \$411 | \$767 |
| | Monterey Park | 4,952 | 1.3% | \$653 | \$697 | \$1,350 | \$356 | \$380 | \$736 |
| | Pasadena | 14,805 | 4.0% | \$653 | \$2,083 | \$2,737 | \$356 | \$1,136 | \$1,493 |
| | Rosemead | 3,311 | 0.9% | \$653 | \$466 | \$1,119 | \$356 | \$254 | \$610 |
| | San Gabriel | 2,645 | 0.7% | \$653 | \$372 | \$1,025 | \$356 | \$203 | \$559 |
| | San Marino | 2,410 | 0.6% | \$653 | \$339 | \$992 | \$356 | \$185 | \$541 |
| | South Pasadena | 2,186 | 0.6% | \$653 | \$308 | \$961 | \$356 | \$168 | \$524 |
| Lower Los Angeles River Watershed | Temple City | 2,577 | 0.7% | \$653 | \$363 | \$1,016 | \$356 | \$198 | \$554 |
| | Unincorporated | 40,553 | 10.9% | \$653 | \$5,707 | \$6,360 | \$356 | \$3,113 | \$3,469 |
| | Downey | 3,546 | 1.0% | \$1,306 | \$499 | \$1,805 | \$713 | \$272 | \$985 |
| | Lakewood | 51 | 0.0% | \$1,306 | \$7 | \$1,313 | \$713 | \$4 | \$716 |
| | Long Beach | 12,301 | 3.3% | \$1,306 | \$1,731 | \$3,037 | \$713 | \$944 | \$1,657 |
| | Lynwood | 3,098 | 0.8% | \$1,306 | \$436 | \$1,742 | \$713 | \$238 | \$950 |
| | Paramount | 1,997 | 0.5% | \$1,306 | \$281 | \$1,587 | \$713 | \$153 | \$866 |
| | Pico Rivera | 1,510 | 0.4% | \$1,306 | \$212 | \$1,519 | \$713 | \$116 | \$828 |
| Rio Hondo/San Gabriel River Water Quality Group | Signal Hill | 774 | 0.2% | \$1,306 | \$109 | \$1,415 | \$713 | \$59 | \$772 |
| | South Gate | 4,704 | 1.3% | \$1,306 | \$662 | \$1,968 | \$713 | \$361 | \$1,074 |
| | Arcadia | 6,912 | 1.9% | \$1,493 | \$973 | \$2,466 | \$814 | \$531 | \$1,345 |
| | Azusa | 0 | 0.0% | \$1,493 | \$0 | \$1,493 | \$814 | \$0 | \$814 |
| | Bradbury | 512 | 0.1% | \$1,493 | \$72 | \$1,565 | \$814 | \$39 | \$854 |
| | Duarte | 832 | 0.2% | \$1,493 | \$117 | \$1,610 | \$814 | \$64 | \$878 |
| Upper Reach 2 Group | Monrovia | 5,056 | 1.4% | \$1,493 | \$711 | \$2,204 | \$814 | \$388 | \$1,202 |
| | Sierra Madre | 1,792 | 0.5% | \$1,493 | \$252 | \$1,745 | \$814 | \$138 | \$952 |
| | Unincorporated | 1,792 | 0.5% | \$1,493 | \$252 | \$1,745 | \$814 | \$138 | \$952 |
| | Bell | 1,676 | 0.5% | \$1,493 | \$236 | \$1,729 | \$814 | \$129 | \$943 |
| | Bell Gardens | 1,577 | 0.4% | \$1,493 | \$222 | \$1,715 | \$814 | \$121 | \$935 |
| | Commerce | 4,195 | 1.1% | \$1,493 | \$590 | \$2,083 | \$814 | \$322 | \$1,136 |
| | Cudahy | 786 | 0.2% | \$1,493 | \$111 | \$1,603 | \$814 | \$60 | \$875 |
| Other | Huntington Park | 1,930 | 0.5% | \$1,493 | \$272 | \$1,764 | \$814 | \$148 | \$962 |
| | Maywood | 754 | 0.2% | \$1,493 | \$106 | \$1,599 | \$814 | \$58 | \$872 |
| | Vernon | 3,298 | 0.9% | \$1,493 | \$464 | \$1,957 | \$814 | \$253 | \$1,067 |
| | Carson* | -- | -- | -- | -- | -- | -- | -- | -- |
| LACFCD (5%) | Compton* | -- | -- | -- | -- | -- | -- | -- | -- |
| | El Monte | 4,482 | 1.2% | \$5,225 | \$631 | \$5,856 | \$2,850 | \$344 | \$3,194 |
| | South El Monte | 1,577 | 0.4% | \$5,225 | \$222 | \$5,447 | \$2,850 | \$121 | \$2,971 |
| Totals | | 371,303 | 100.0% | \$52,250 | \$52,250 | \$104,500 | \$28,500 | \$28,500 | \$57,000 |

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate

Harbor Toxics TMDL Monitoring

San Gabriel River Watersheds

| | | | | (50% equal share, 50% by area) | | | (50% equal share, 50% by area) | | |
|---|-----------------------------|----------------|---------------|---|-----------------|------------------|---|-----------------|-----------------|
| | | | | Installation and 1st Year's operations \$110,000 | | | 2nd Year and subsequent years \$60,000 | | |
| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Base Cost | Area Cost | Total Cost | Base Cost | Area Cost | Total Cost |
| Rio Hondo/San Gabriel River Water Quality Group | Arcadia | 128 | 0.1% | \$1,493 | \$41 | \$1,534 | \$814 | \$22 | \$837 |
| | Azusa | 5,952 | 3.6% | \$1,493 | \$1,897 | \$3,389 | \$814 | \$1,035 | \$1,849 |
| | Bradbury | 704 | 0.4% | \$1,493 | \$224 | \$1,717 | \$814 | \$122 | \$937 |
| | Duarte | 64 | 0.0% | \$1,493 | \$20 | \$1,513 | \$814 | \$11 | \$825 |
| | Monrovia | 64 | 0.0% | \$1,493 | \$20 | \$1,513 | \$814 | \$11 | \$825 |
| | Sierra Madre | 0 | 0.0% | \$1,493 | \$0 | \$1,493 | \$814 | \$0 | \$814 |
| | Unincorporated | 1,344 | 0.8% | \$1,493 | \$428 | \$1,921 | \$814 | \$234 | \$1,048 |
| Upper San Gabriel River | Baldwin Park | 4,335 | 2.6% | \$1,742 | \$1,381 | \$3,123 | \$950 | \$753 | \$1,703 |
| | Covina | 4,481 | 2.7% | \$1,742 | \$1,428 | \$3,170 | \$950 | \$779 | \$1,729 |
| | Glendora | 9,307 | 5.7% | \$1,742 | \$2,966 | \$4,707 | \$950 | \$1,618 | \$2,568 |
| | Industry | 7,647 | 4.7% | \$1,742 | \$2,437 | \$4,178 | \$950 | \$1,329 | \$2,279 |
| | La Puente | 2,207 | 1.3% | \$1,742 | \$703 | \$2,445 | \$950 | \$384 | \$1,334 |
| | Unincorporated | 40,812 | 24.9% | \$1,742 | \$13,005 | \$14,746 | \$950 | \$7,093 | \$8,043 |
| East San Gabriel Valley Watershed Management Area | Claremont | 5,790 | 3.5% | \$2,613 | \$1,845 | \$4,457 | \$1,425 | \$1,006 | \$2,431 |
| | La Verne | 5,030 | 3.1% | \$2,613 | \$1,603 | \$4,215 | \$1,425 | \$874 | \$2,299 |
| | Pomona | 7,929 | 4.8% | \$2,613 | \$2,527 | \$5,139 | \$1,425 | \$1,378 | \$2,803 |
| | San Dimas | 8,539 | 5.2% | \$2,613 | \$2,721 | \$5,333 | \$1,425 | \$1,484 | \$2,909 |
| Lower San Gabriel River | Bellflower | 1,216 | 0.7% | \$1,045 | \$387 | \$1,432 | \$570 | \$211 | \$781 |
| | Cerritos | 5,645 | 3.4% | \$1,045 | \$1,799 | \$2,844 | \$570 | \$981 | \$1,551 |
| | Diamond Bar | 4,563 | 2.8% | \$1,045 | \$1,454 | \$2,499 | \$570 | \$793 | \$1,363 |
| | Downey | 4,237 | 2.6% | \$1,045 | \$1,350 | \$2,395 | \$570 | \$736 | \$1,306 |
| | Lakewood | 1,293 | 0.8% | \$1,045 | \$412 | \$1,457 | \$570 | \$225 | \$795 |
| | Long Beach | 2,138 | 1.3% | \$1,045 | \$681 | \$1,726 | \$570 | \$372 | \$942 |
| | Norwalk | 6,246 | 3.8% | \$1,045 | \$1,990 | \$3,035 | \$570 | \$1,086 | \$1,656 |
| | Pico Rivera | 3,929 | 2.4% | \$1,045 | \$1,252 | \$2,297 | \$570 | \$683 | \$1,253 |
| | Santa Fe Springs | 5,683 | 3.5% | \$1,045 | \$1,811 | \$2,856 | \$570 | \$988 | \$1,558 |
| | Whittier | 9,382 | 5.7% | \$1,045 | \$2,990 | \$4,035 | \$570 | \$1,631 | \$2,201 |
| Other | El Monte | 1,577 | 1.0% | \$2,613 | \$503 | \$3,115 | \$1,425 | \$274 | \$1,699 |
| | Irwindale | 6,152 | 3.8% | \$2,613 | \$1,960 | \$4,573 | \$1,425 | \$1,069 | \$2,494 |
| | South El Monte | 1,823 | 1.1% | \$2,613 | \$581 | \$3,193 | \$1,425 | \$317 | \$1,742 |
| | Walnut | 5,757 | 3.5% | \$2,613 | \$1,834 | \$4,447 | \$1,425 | \$1,001 | \$2,426 |
| | West Covina* | -- | -- | -- | -- | -- | -- | -- | -- |
| LACFCD (5%) | -- | -- | -- | -- | -- | \$5,500 | -- | -- | \$3,000 |
| Totals | | 163,974 | 100.0% | \$52,250 | \$52,250 | \$104,500 | \$28,500 | \$28,500 | \$57,000 |

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate

Harbor Toxics TMDL Monitoring Coyote Creek Watersheds

| | | | | (50% equal share, 50% by area) | | | (50% equal share, 50% by area) | | |
|-------------------------|-----------------------------|---------------|---------------|---|-----------------|------------------|---|-----------------|-----------------|
| | | | | Installation and 1st Year's operations \$110,000 | | | 2nd Year and subsequent years \$60,000 | | |
| Group Name | Cities/ Permittees Involved | Area (acres) | Area | Base Cost | Area Cost | Total Cost | Base Cost | Area Cost | Total Cost |
| Lower San Gabriel River | Artesia | 1,037 | 2.0% | \$2,613 | \$1,062 | \$3,675 | \$1,425 | \$579 | \$2,004 |
| | Cerritos | 5,645 | 11.1% | \$2,613 | \$5,781 | \$8,394 | \$1,425 | \$3,153 | \$4,578 |
| | Diamond Bar | 4,563 | 8.9% | \$2,613 | \$4,673 | \$7,286 | \$1,425 | \$2,549 | \$3,974 |
| | Hawaiian Gardens | 614 | 1.2% | \$2,613 | \$629 | \$3,241 | \$1,425 | \$343 | \$1,768 |
| | La Mirada | 5,018 | 9.8% | \$2,613 | \$5,139 | \$7,752 | \$1,425 | \$2,803 | \$4,228 |
| | Lakewood | 1,293 | 2.5% | \$2,613 | \$1,324 | \$3,937 | \$1,425 | \$722 | \$2,147 |
| | Long Beach | 2,138 | 4.2% | \$2,613 | \$2,190 | \$4,802 | \$1,425 | \$1,194 | \$2,619 |
| | Norwalk | 6,246 | 12.2% | \$2,613 | \$6,397 | \$9,009 | \$1,425 | \$3,489 | \$4,914 |
| | Santa Fe Springs | 5,683 | 11.1% | \$2,613 | \$5,820 | \$8,433 | \$1,425 | \$3,175 | \$4,600 |
| | Whittier | 9,382 | 18.4% | \$2,613 | \$9,608 | \$12,221 | \$1,425 | \$5,241 | \$6,666 |
| Other | Hacienda Heights* | -- | -- | -- | -- | -- | -- | -- | -- |
| | Unincorporated | 9,400 | 18.4% | \$26,125 | \$9,627 | \$35,752 | \$14,250 | \$5,251 | \$19,501 |
| LACFCD (5%) | -- | -- | -- | -- | -- | \$5,500 | -- | -- | \$3,000 |
| Totals | | 51,019 | 100.0% | \$52,250 | \$52,250 | \$104,500 | \$28,500 | \$28,500 | \$57,000 |

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate

GATEWAY WATER MANAGEMENT AUTHORITY

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April 9, 2015

SECTION 8: Approval to Support SB 485 (Hernandez) LACSD Stormwater Legislation

BACKGROUND AND SUMMARY

Beginning in 1991, the Los Angeles Regional Water Quality Control Board imposed requirements via permit on local jurisdictions' municipal separate stormwater system ("MS4"). The requirements were gradually increased in several subsequent permit renewals, culminating in the most recent permit adopted in December 2012. Compliance with the MS4 permit requirements have been estimated to cost billions of dollars. The requirements not only address stormwater but also prohibit discharge of dry weather runoff (such as over-irrigation). While the Districts do have authority to accept dry weather runoff into the sewer system as "wastewater", the Districts are seeking to obtain new authority to manage stormwater and dry weather urban runoff in standalone projects to cost effectively aid jurisdictions in complying with their stormwater-related regulatory requirements. Projects would be determined on a case-by-case basis in conjunction with local jurisdictions within our service area.

SB 485 would allow the Sanitation Districts of Los Angeles County to assist local jurisdictions in Los Angeles County in stormwater and dry weather runoff management projects. SB 485 would be specific to the Sanitation Districts of Los Angeles County and is similar to statutory language in Health and Safety Code Section 4730.66, chaptered in 2002, which only applies to the Orange County Sanitation District. The language would supplement the existing powers of the Districts and would allow each District to acquire, construct, operate, maintain, and furnish facilities for all or any of the following purposes:

- Diversion of stormwater and dry weather runoff from the stormwater drainage system;
- Management and treatment of stormwater and dry weather runoff;
- Discharge of the water to the stormwater drainage system or receiving waters; and

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- The beneficial use of the water. The bill would also establish that jurisdictions are not required to participate in projects done pursuant to this authority and that nothing in this legislation is intended to change any existing or established water rights, adjudicated rights, or obligations under the Service Duplication Act.

RECOMMENDED ACTION:

- a. Adopt a position of “Support” for SB485 (Hernandez) LACSD Stormwater Legislation and submit letter of support as presented.

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AGENDA ITEM NO. 8

GATEWAY WATER MANAGEMENT AUTHORITY

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April 9, 2015

Senator Ed Hernandez
California State Senate
State Capitol, Room 2080
Sacramento, CA 95814

VIA FAX: (916) 651-4922

Dear Senator Hernandez:

SB 485: County of Los Angeles: Sanitation Districts: Support Position

On behalf of Gateway Water Management Authority, I am writing in support of SB 485, which would authorize the Sanitation Districts of Los Angeles County to manage stormwater and dry weather urban runoff. SB 485 would provide another option or tool to assist cities in meeting the requirements of the Los Angeles Region's municipal stormwater permit.

Most of the cities in Los Angeles County, the County and the Flood Control District are charged in the municipal stormwater permit with implementing new best management practices and water quality projects that will meet the requirements of 33 Total Maximum Daily Loads (TMDLs), which is expected to cost millions of dollars per year. The challenges posed by these requirements were analyzed in a recent report completed by the Los Angeles County Division of the League of California Cities and the California Contract Cities Association. The report also recommended, among other things, that the Sanitation Districts' statute be changed to authorize them to assist the cities in managing stormwater and dry weather urban runoff. This change would provide an option for the cities in the Sanitation Districts' service area to use its civil engineering and water quality expertise to support compliance with the Los Angeles Region municipal stormwater permit.

For these reasons, we thank you for introducing SB 485, and are pleased to support this important legislation. If you have any questions, please contact me.

Sincerely,

Christopher S. Cash
Chairman

cc: Assembly Member Anthony Rendon, Fax (916) 319-2158
Assembly Member Cristina Garcia, Fax (916) 319-2163
Senator Carol Liu, Fax (916) 651-4925
Sharon Green, Sanitation Districts of Los Angeles County, sgreen@lacsdsd.org
Kristine Guerrero, Los Angeles County Division, LOCC, kguerrero@cacities.org

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SENATE BILL

No. 485

Introduced by Senator Hernandez

(Coauthor: Senator Liu)

(Coauthors: Assembly Members Cristina Garcia and Rendon)

February 26, 2015

An act to add Section 4730.68 to the Health and Safety Code, relating to public sanitation.

LEGISLATIVE COUNSEL'S DIGEST

SB 485, as introduced, Hernandez. County of Los Angeles: sanitation districts.

The County Sanitation District Act authorizes a sanitation district to acquire, construct, and complete certain works, property, or structures necessary or convenient for sewage collection, treatment, and disposal.

This bill would authorize specified sanitation districts in the County of Los Angeles, to acquire, construct, operate, maintain, and furnish facilities for the diversion, management, and treatment of stormwater and dry weather runoff, the discharge of the water to the stormwater drainage system, and the beneficial use of the water.

This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Los Angeles.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature hereby finds and declares all of
- 2 the following:
- 3 (a) The county sanitation districts of Los Angeles County
- 4 (sanitation districts) were established in 1923 under the County

1 Sanitation District Act (Chapter 3 (commencing with Section 4700)
2 of Part 3 of Division 5 of the Health and Safety Code).

3 (b) The sanitation districts provide regional solid waste
4 management and wastewater collection and treatment services for
5 5.5 million people in 78 cities and unincorporated communities.

6 (c) Eighty-four cities in Los Angeles County, the Los Angeles
7 County Flood Control District, and Los Angeles County
8 unincorporated areas are all regulated under a permit for the
9 Municipal Separate Storm Sewer System (MS4), the most recent
10 of which was adopted by the California Regional Water Quality
11 Control Board, Los Angeles Region, in December 2012.

12 (d) The City of Long Beach is regulated under its own permit
13 for its MS4, the most recent of which was adopted by the regional
14 board in February 2014.

15 (e) The MS4 is a large interconnected system that encompasses
16 over 3,000 square miles, and is controlled in large part by the Los
17 Angeles County Flood Control District and used by multiple cities
18 along with Los Angeles County.

19 (f) The Los Angeles County Flood Control District is primarily
20 focused on operation and maintenance of the larger, downstream
21 MS4 infrastructure into which the smaller, upstream city MS4
22 infrastructure discharges.

23 (g) This extensive system conveys stormwater and
24 non-stormwater across municipal boundaries where it is
25 commingled within the MS4 and then discharged to receiving
26 water bodies, such as the Los Angeles River and San Gabriel River.

27 (h) It will be necessary for the cities, Los Angeles County Flood
28 Control District, and Los Angeles County to spend millions of
29 dollars per year to comply with the Los Angeles Region MS4
30 permits.

31 (i) The Los Angeles Region MS4 permits prohibit the discharge
32 of non-stormwater discharges to MS4 (unless authorized under
33 another permit or specifically exempted from the MS4 permit),
34 and one management technique that can be effective in cleaning
35 up non-stormwater discharges is to divert dry weather runoff into
36 the sanitary sewer system, if sewer and treatment plant capacity
37 are available and other regulatory requirements are met.

38 (j) Many of the cities, the Los Angeles County Flood Control
39 District, and Los Angeles County are preparing watershed
40 management plans and enhanced watershed management plans in

1 order to identify stormwater and dry weather urban runoff projects
2 and activities that will bring the MS4 under their jurisdiction into
3 compliance with the Los Angeles Region MS4 permits.

4 (k) The presiding officers of the cities and the Chairman of the
5 County Board of Supervisors serve as members of the boards of
6 directors of the sanitation districts.

7 (l) The administrative board of directors of the sanitation
8 districts formally requested that the Sanitation Districts seek the
9 authority to use its civil engineering and water quality expertise
10 to help the cities and county manage stormwater and dry weather
11 urban runoff in order to comply in an efficient and effective manner
12 with the Los Angeles Region MS4 permit.

13 (m) Because of the unique circumstances of the sanitation
14 districts and the Los Angeles Region MS4, special legislation is
15 necessary to augment the sanitation districts' powers under the
16 County Sanitation District Act.

17 SEC. 2. Section 4730.68 is added to the Health and Safety
18 Code, to read:

19 4730.68. (a) This section applies only to county sanitation
20 district numbers 1, 2, 3, 4, 5, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21,
21 22, 23, 27, 28, 29, and 34 of Los Angeles County, Newhall Ranch
22 Sanitation District, South Bay Cities Sanitation District of Los
23 Angeles County, and Santa Clarita Valley Sanitation District of
24 Los Angeles County, and any new county sanitation district
25 subsequently formed in the County of Los Angeles. The powers
26 granted in this section supplement the existing powers of each
27 district.

28 (b) A district may acquire, construct, operate, maintain, and
29 furnish facilities for any of the following purposes:

30 (1) The diversion of stormwater and dry weather runoff from
31 the stormwater drainage system within the district.

32 (2) The management and treatment of the stormwater and dry
33 weather runoff.

34 (3) The discharge of the water to the stormwater drainage system
35 or receiving waters.

36 (4) The beneficial use of the water.

37 (c) In order to carry out the powers and purposes granted under
38 this section, the district may exercise any of the powers otherwise
39 granted to a district by this chapter to the extent those powers may
40 be made applicable.

1 (d) This section does not affect any obligation of a district to
2 obtain a permit that may be required by law for the activities
3 undertaken pursuant to this section.

4 (e) For purposes of this section, “stormwater” and “dry weather
5 runoff” have the same meaning as in Section 10561.5 of the Water
6 Code.

7 (f) Nothing in this section shall be construed to require any local
8 agency to participate, financially or otherwise, in a project pursued
9 under the authority granted by this section.

10 (g) This section is not intended to alter any of the following:

11 (1) Existing water rights, including any adjudicated rights.

12 (2) Existing water rights law.

13 (3) Any rights, remedies, or obligations that may exist pursuant
14 to Article 1 (commencing with Section 1200) of Article 1.5
15 (commencing with Section 1210) of Chapter 1 of Part 2 of Division
16 2 of the Water Code, or Chapter 8.5 (commencing with Section
17 1501) of Part 1 of Division 1 of the Public Utilities Code.

18 SEC. 3. The Legislature finds and declares that a special law
19 is necessary and that a general law cannot be made applicable
20 within the meaning of Section 16 of Article IV of the California
21 Constitution because of the unique circumstances of the County
22 Sanitation Districts of Los Angeles County.

AGENDA ITEM NO. 9

GATEWAY WATER MANAGEMENT AUTHORITY

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April 9, 2015

Section 9 – Recommend Projects for Inclusion in the GLAC Prop 84 Grant Application and Adoption of the Greater LA IRWM Plan

Background

Earlier this year, the GWMA Board of Directors approved joining the Greater LA IRWM Process for the final round of funding from Prop 84 IRWM. The approval included full participation at the sub-regional level and at the Leadership Committee level. Additionally, it was the intent for GWMA to provide coordination and leadership on behalf of its members and stakeholders in soliciting, preparing and administering proposed and awarded projects.

Unexpectedly, DWR announced the final round of Prop 84 IRWM Funding early in March. To that end, the GWMA Board directed staff to work quickly with GEI Consultants to solicit and develop projects for submission into the GLAC project process for consideration. Additionally, GEI's scope would include the management and collection of documents for selected projects that would be included in the Greater LA IRWM regional application. The maximum contract price for the approved scope was \$75k for up to 5 projects.

Discussion

Projects and Recommendations

During March, staff and GEI Consultants began an aggressive call for projects. The call for projects generated several small-to-medium sized projects. It is important to note that DWR invoicing, reporting and documentation process is complex and labor intensive. Thus, smaller projects may not see as great a value as larger projects in terms of providing general support.

A table of projects is attached herein and is presented to the GWMA Board for further consideration to move forward. The Greater LA IRWM process is looking for a maximum of 5 projects per sub-region with a grant amount totaling between \$5 to \$8M maximum. The cost per application has not been finalized with the Greater LA Leadership Committee. However, GWMA has been involved in the negotiations with their consultant on a per application cost and has requested that a reduced fee be offered for agencies such as GWMA that will provide its

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own consultant to collect/coordinate/submit data and documents for its projects to the GLAC consultants. It is estimated that the cost could be up to \$18k at maximum per project. This would be in addition to the cost incurred by GEI Consultants for the coordination of our projects during the application and award process.

Greater LA IRWM Plan Adoption

As part of GWMA's role in the Greater LA IRWM grant process, DWR requires that project proponents adopt the Greater LA IRWM Plan. Since GWMA will apply on behalf of the solicited projects as the project proponent, it is necessary to adopt the Greater LA IRWM Plan. Additionally, any selected projects must have their respective governing boards also adopt the Greater LA IRWM Plan as quickly as possible.

The complete Greater LA IRWM Plan is available at www.ladpw.org/wmd/irwmp. It is a lengthy document which provides goals and objectives for the entire region as well as its 5 sub-regions including the Lower LA and Lower SG Rivers sub-region. Because of its length, staff has not included the Plan or its components with this board letter. It is the intent that if GWMA continues its relationship with Greater LA, future GLAC IRWM Plan updates will incorporate the GWMA IRWM Plan for the Lower LA and Lower SG Rivers sub-region section.

Fiscal Impact

The cost to provide project data for inclusion into the GLAC IRWM Prop 84 regional grant application has not been determined by the Greater LA Leadership Committee. Staff is estimating a maximum cost of \$18k, but is working to lower that cost for GWMA because of its own consultant and coordination on behalf of its projects.

Recommendations

- a. Review and approve projects from the attached table to recommend for inclusion in the GLAC Prop 84 Final Round
- b. Approve expenditures in an amount not to exceed \$18,000 per project to cover the anticipated application costs through the Greater LA IRWM Plan Process
- c. Adopt Resolution No. 15-2, adopting the Greater LA IRWM Plan for the 2015 Final Round of Prop 84 IRWM Grant Program

2015 Round Proposition 84 Implementation Grant Funding Announced!

There is \$231.5 million available statewide for this final round, including \$40+ million available for the Los Angeles-Ventura Funding Region. It is DWR's intent to award at least 10% of the funding available to projects that provide direct water-related benefits to a DAC.

2015 Round of Proposition 84: Expedited Schedule

- March 12 Draft Guidelines Released
- Mar 12- Apr 24 Public Review Process/DWR Workshops
- Late- May Final Guidelines Released
- Early- July DWR Applicant Workshops
- ***Early-August Applications Due***
- Early- November DWR Announces Draft Recommendations (Public Review/Comments)
- Mid-December DWR Announces Grant Awards

Expected parameters for projects to be considered includes:

- Grant Funds Request: \$5-8 million
- Projects must have a completed budget showing total cost, grant request, non-state matching funds, and other sources of funds.
- Minimum matching requirement: 25% (excludes DAC projects)
- Project proponents must be able to pay for the application costs (cost TBD)

Projects should address long-term drought preparedness and yield multiple benefits including one or more of the following elements:

- Promote water conservation, conjunctive use, reuse and recycling
- Improve landscape and agricultural irrigation efficiencies
- Achieve long-term reduction of water use
- Efficient groundwater basin management
- Establish system interties

LSGLAR Subcommittee **Call for Projects** Timeline

- Wednesday, March 18 Call for Projects sent. Invite all to update existing projects, delete non-viable projects, and add new projects into OPTI database (<http://irwm.rmewater.com/la>)
- Tuesday, April 21 Discuss projects informally at the LSGLAR meeting
- April 21- May 14 LSGLAR Subcommittee evaluates each project and invites selected projects to make a formal presentation at the next meeting.
- Tuesday, May 19 Presentations of selected projects/ Select projects that will go to the Leadership Committee for consideration
- Wednesday, May 27 Selected projects by LSGLAR Subcommittee to make presentation at the Leadership Committee meeting for final consideration

During the May 27th meeting to Leadership Committee will review and select projects for submittal. The application preparation process will begin immediately following the meeting.

AGENDA ITEM NO. 9

GWMA Prop 84 2015 Implementation Grant Submittals

| | Project Proponent | DAC Y/N | Project Title | Project Description | Project Cost | Grant Request | Matching Funds | % Designed | CEQA | Schedule | Multi-Benefit |
|----|-------------------|---------|--|---|--------------|---------------|----------------|------------|------------|------------------------------------|---------------|
| 1 | Central Basin MWD | Partial | Southeast Water Efficiency Program (S.E.W.E.P.) | The project would feature two components. The first phase would include water use audits of public facilities in the Central Basin service area (schools, libraries, city halls, etc.) to determine whether there are opportunities for water use efficiency. The second phase would include the repair of leaking irrigation pipes and the installation of conservation retrofit devices, should there be a determination that water use efficiency could be achieved through retrofits. Such retrofits may include turf removal, installation of weather based irrigation controllers, and water saving irrigation heads. | \$2,000,000 | \$1,300,000 | \$700,000 | N/A | Plan: CE | October 2015 - October 2019 | Yes |
| 2 | Signal Hill | No | City of Signal Hill Recycled Water System Phase 1 | This project will construct a recycled water system that could be expanded in to areas of Long Beach. Signal Hill is proposing to design the whole project and construct Phase 1 of the recommended backbone recycled water distribution system that will consist of approximately 21,000 feet of distribution piping and a booster pumpstation that would be capable of delivering approximately 132 acre-feet of recycled water per year to potentially up to 39 irrigation and industrial customers. | \$3,500,000 | \$2,600,000 | \$900,000 | 15% | No | 1-3 years from now. | Yes |
| 3 | Cerritos | No | Cabrillo Lane Well Improvement Project | This project will outfit and place a well drilled in 2000 and has been unfinished due to lack of funding. The project includes installation of a well pump and motor, motor control panel, electric switchgear, emergency power backup generator, disinfection facility, and well house. Completion of the project will provide the City with local water supply reliability. | \$2,000,000 | \$1,000,000 | \$1,000,000 | 100% | CE | completed within 1 year. | Yes? |
| 4 | Bellflower | Partial | Modification to Existing Project # 13 – Distribution System Replacement Program Design | This project will provide for the replacement of distribution mains within the City's seven (7) Service Areas. Total Estimated Cost of the project is \$17.1M, and would replace approximately 14 miles of pipe. FUNDS ARE FOR DESIGN ONLY | \$1,400,000 | \$1,400,000 | \$0 | 0% | Yes | 12 Months to Complete Design | No |
| 5 | Bellflower | Partial | Design of High Capacity Well #2 | This project will provide for the design and construction of a High Capacity well to provide a backup water supply to the City's Municipal Water System. FUNDS ARE FOR DESIGN ONLY | \$180,000 | \$180,000 | \$0 | 0% | Yes | 9 Months to Complete Design | No |
| 6 | Vernon | Yes | Feasibility Study of Infiltration Trench Project | An infiltration trench project opportunity was identified as part of the Watershed Management Plan for the LAR UR2 WMA, along a Los Angeles City DWP transmission line. A feasibility study is required to analyze and evaluate the technical feasibility and confirm the estimated cost of the property easement, construction, and maintenance of the proposed project. FEASIBILITY STUDY ONLY | \$750,000 | \$562,500 | \$187,500 | 0% | No | 1-3 years from now. | Yes |
| 7 | Vernon | Yes | Soto Street Low Impact Development (LID) Street Project | Soto Street Resurfacing Project: includes the construction of a LID Street. FEASIBILITY STUDY ONLY | \$400,000 | \$300,000 | \$100,000 | 0% | No | 1-3 years from now. | Yes |
| 8 | Bell | Yes | Treder Park Stormwater Improvement Project | Design and install stormwater BMP improvements (surface and underground) at the existing Treder Park, located at the City of Bell's Community Center (6250 Pine Ave.) | \$250,000 | \$225,000 | \$25,000 | 10% | In Process | Completion Fall 2016 | Yes |
| 9 | Bell | Yes | Catch Basin-Curb Inlet Debris Screen Installation Project | Install debris screens in 109 existing catch basin-curb inlets throughout the City of Bell. | \$150,000 | \$135,000 | \$15,000 | 10% | CE | Completion Fall 2016 | No |
| 10 | Bell | Yes | City Facilities Backflow Device Installation Project | Design and install five (5) AWWA standard backflow devices at three (3) existing City of Bell facilities. | \$55,000 | \$50,000 | \$5,000 | 10% | In Process | Completion Winter 2015-Spring 2016 | No |

AGENDA ITEM NO. 9

RESOLUTION NO. 15-2

**A RESOLUTION OF THE GATEWAY WATER MANAGEMENT AUTHORITY
AUTHORIZING THE ADOPTION OF THE GREATER LOS ANGELES INTEGRATED REGIONAL
WATER MANAGEMENT PLAN UPDATE 2014 FOR THE 2015 FINAL ROUND OF PROP 84 IRWM
GRANT PROGRAM**

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) is comprised of cities and other government agencies interested in maximizing opportunities to integrate water management activities such as water supply reliability, water quality, environmental stewardship, and flood management for the Lower San Gabriel and Lower Los Angeles sub-region; and

WHEREAS, Proposition 84 provided funding for the Greater Los Angeles IRWM planning grant used to develop the Greater Los Angeles Integrated Regional Water Management Plan pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code (PRC) Section 75001 et seq.); and

WHEREAS, the Greater Los Angeles IRWM Leadership Committee is a Regional Water Management Group "RWMG" recognized by the State of California Department of Water Resources; and

WHEREAS, the Greater Los Angeles IRWM RWMG has developed the Greater Los Angeles Integrated Regional Water Management Plan to benefit the Greater Los Angeles Region and its sub-regions; and

WHEREAS, the Gateway Water Management Authority actively supports and is a member the Greater LA IRWM; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gateway Water Management Authority that it does hereby adopt the Greater Los Angeles Integrated Regional Water Management Plan Update 2014 for the 2015 Final Round of Prop 84 IRWM Grant Program.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2015.

Adriana Figueroa, Vice-Chair

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April 9, 2015

SECTION NO. 10a Professional Services Agreement “PSA” with Paradigm Environmental, Inc. (“Consultant”) for the Los Angeles River Upper Reach 2 Sub Watershed

BACKGROUND AND SUMMARY:

In October, GWMA issued an RFP to implement a Coordinated Integrated Monitoring Program (CIMP) for the Los Angeles River Upper Reach 2 Sub Watershed. The deadline to receive proposals was November 24, 2014 at noon. A total of 2 proposals were received: CWE and Paradigm.

In December, GWMA approved the First Amendment to the MOU with the Lower Los Angeles River Upper Reach 2 Watershed Group. This Amendment added the implementation of the Plan to the scope and purpose of the MOU and provided a separate cost-share formula for the implementation of the Plan, subject to annual budget approval.

In January, GWMA invoiced the Watershed Group members for the administration and cost sharing to implement a CIMP in accordance with the First Amendment. These calculations were based on their FY 2014/15 Annual Budget in the amount of \$240,000 for monitoring equipment purchase and installation (CWE) and \$82,013 for Optional Task 3 for Rio Hondo LRS Development (Paradigm). The Watershed Group has already accepted the proposal from CWE.

Since receiving Paradigm’s \$82,013 proposal, an effort began to potentially reduce the cost for this group as well as other watershed groups by sharing in the cost using the same firm. After researching the issue further, it is staff’s recommendation to proceed with this PSA and not enter into contracts with Paradigm on behalf of watershed groups outside of the Gateway Region.

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Therefore, after collecting the entire \$82,013 from the Upper Reach 2 Group, this PSA was prepared with flexibility in terms of a maximum and minimum, depending on how many other watershed groups enter into an agreement with Paradigm.

The group is now requesting that GWMA enter into a contract with Paradigm with a maximum cost for work of \$82,013. This contract will expire on December 31, 2016, unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board.

FISCAL IMPACT

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment.

RECOMMENDATION

1. Approve the PSA with Paradigm Environmental, Inc. as presented and contingent upon legal counsel's final approval of non-material changes.

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With Technical Support From The Sanitation Districts Of Los Angeles County

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective MARCH 31, 2015 and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and Paradigm Environmental, Inc., (“Consultant”).

RECITALS

- A. GWMA has entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and Los Angeles County Flood Control District for Administration and Cost Sharing to conduct non-stormwater screening/snapshot monitoring and develop a Load Reduction Strategy (LRS) as an implementation approach for the discharges to Rio Hondo, a tributary of the Los Angeles River, as allowed by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MS4 Permit”) (“MOU”).
- B. The Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and Los Angeles County Flood Control District (the “Watershed Permittees”) manage and drain stormwater into at least a portion of the LAR Upper Reach 2 Sub Watershed (“LAR UR 2 Sub Watershed”).
- C. The Los Angeles River Bacteria TMDL allows Permittees to prepare and implement an LRS to support compliance with certain elements of the MS4 Permit.
- D. The Watershed Permittees have elected to prepare an LRS in compliance with certain elements of the MS4 Permit.
- E. The LRS for Rio Hondo is being developed in coordination with other stormwater agencies that drain to Rio Hondo, which will provide consistency across the watershed and can provide cost-savings to the Watershed Permittees depending on the number of other agencies that participate in the LRS.
- F. Pursuant to the MOU, GWMA provides administrative coordination services to the Watershed Permittees in the preparation and implementation of the Plans and any additional services agreed to by the Watershed Permittees and approved by GWMA.
- G. The Watershed Permittees have created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist GWMA in coordinating the implementation of the Plans.

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- H. The Watershed Permittees have authorized GWMA to hire and serve as a conduit for paying consultants, approved by the Watershed Permittees, to prepare and implement the Plans and any other plans and/or projects that the Watershed Permittees determine are necessary.

The parties agree as follows:

SCOPE OF SERVICES

1. Consultant shall provide the services (the “Services”) described in Exhibit A.
2. **Project Name:** Los Angeles River Upper Reach 2 Non-stormwater screening/snapshot monitoring and Load Reduction Strategy for Rio Hondo.
3. **Project Description:** Conduct non-stormwater screening/snapshot monitoring and develop a Load Reduction Strategy for Rio Hondo, a tributary Segment B of the Los Angeles River.
4. **TIME FOR PERFORMANCE:** the term of this Agreement shall commence on the effective date of this Agreement and expire on December 31, 2016, unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board.

STANDARD OF PERFORMANCE

5. **Consultant’s Services** shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement, all applicable federal, state and local laws and regulations and applicable elements of the MS4 Permit. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or other similar requirements necessary for Consultant’s performance of the Services under this Agreement.

OWNERSHIP OF WORK PRODUCT

6. Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively “work product”) are GWMA’s property. All copyrights that arise from work product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA’s use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the

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Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

COMPENSATION AND METHOD OF PAYMENT

7. GWMA shall pay Consultant, for the Services performed:

Not to exceed amount: Eighty two thousand and thirteen dollars (\$82,013).

As described in Recital E, these Services are being performed in coordination with other stormwater agencies (Coordinating Agencies) in the Rio Hondo watershed in order to promote consistency and provide cost-sharing across the watershed. The level of participation by the Coordinating Agencies affects the compensation amount for the Services. At maximum participation by Coordinating Agencies, the compensation for Services will be \$39,797. At minimum participation by Coordinating Agencies, the compensation for services will be \$82,013. When level of participation by Coordinating Agencies is determined, the Consultant will notify the LAR UR2 Sub Watershed Committee in writing, along with corresponding compensation for each task in Exhibit A, proportional to the level of participation by Coordinating Agencies.

Consultant shall perform the Services for the amount(s) listed above for lump sum compensation proportional to the level of participation by the Coordinating Agencies. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses.

Consultant shall submit invoices to GWMA on a monthly basis based on the percent completion of the tasks in Exhibit A. The invoices shall describe in detail the Services performed and rationale for the estimated percent completion.

Prior to releasing payment to Consultant, GWMA shall submit Consultant's invoices to the LAR UR2 Sub Watershed Committee for final payment approval. The LAR UR2 Sub Watershed Committee's decides whether to pay an invoice submitted by Consultant and informs GWMA of its decision. If the LAR UR2 Sub Watershed Committee approves GWMA payment of an invoice, GWMA shall make payment to Consultant payable to:

PARADIGM ENVIRONMENTAL
3301 SADDLESTONE COURT
OAKTON, VA 22124

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INDEPENDENT CONTRACTOR

8. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

CONFLICT OF INTEREST

9. Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including, the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

INDEMNIFICATION

10. Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents, in accordance with the terms of this Indemnification Section. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.
 - a. To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, suits, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including legal costs, fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Claims"), in law or equity, whether actual, alleged or threatened, for injury to or death of person(s), for damage to property (including property owned by GWMA or any Watershed Permittee), resulting from the negligent or intentional acts, errors or omissions committed by Consultant, its officers, agents, representatives, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in Consultant's performance of this Agreement. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel mutually agreed to by the Parties, and shall pay all reasonable costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.
 - b. The indemnity under this Section 9 is effective regardless of the existence or applicability of any insurance coverages that are required under this Agreement or

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any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 9 is in addition to any other rights or remedies that the Indemnitees may have under the law. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

INSURANCE

11. Insurance Requirements.

- a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:
 1. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;
 2. Automobile liability insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this Agreement with minimum combined single limits coverage of One Million Dollars (\$1,000,000); and
 3. Workers' compensation insurance as required by the State of California.
- b. The insurance required by this Section 10 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, GWMA's member agencies, the Watershed Permittees and their respective officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- c. The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA, the Watershed Permittees and their officers, employees, officials and agents, as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA and each Watershed Permittee, or shall explicitly allow Consultant to waive Consultant's right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA and each Watershed Permittee. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- d. Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect,

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insurance policies that meet the requirements of this Section 10, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 10.

- e. Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

TERMINATION

12. Suspension and Termination by the Parties.

- a. **Suspension by GWMA.** The Project Manager may suspend this Agreement or any portion of this Agreement or the Services required under this Agreement in accordance with Section 6 of this Agreement upon written notice to Consultant. Upon receipt of a notice of suspension, Consultant shall perform no further services except as specified in the notice. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of suspension, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of suspension and not previously reimbursed, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement.
- b. **Termination by GWMA.** The GWMA Governing Board may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days' written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. Consultant shall not have any other claim against GWMA by reason of such termination.
- c. **Termination by Consultant.** Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

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ADMINISTRATION

13. GWMA's representative for administration of this Agreement is the Executive Officer of GWMA, or such other person designated in writing by the GWMA Governing Board ("Project Manager"). Consultant's representative for administration of this Agreement is Jason Periera ("Consultant's representative"), unless notified in writing by Consultant that additional representatives are authorized.

NOTICES

14. Any routine administrative communication between the Project Manager and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, 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 (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 13. All notices shall be delivered to the parties at the following addresses:

If to GWMA: Gateway Water Management Authority
Attn: Grace J. Kast, Executive Officer
16401 Paramount Blvd., Paramount, CA 90641
Email: gracekast.gateway@gmail.com

If to Consultant: Paradigm Environmental, Inc.
Attn: Dustin Bambic
4797 Seminole Drive
San Diego, CA 92115
Email: dustin.bambic@paradigmh2o.com

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WAIVER

15. No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

ATTORNEY'S FEES

16. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

EXHIBITS

17. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of Exhibit A, the provisions of this Agreement shall control.

ENTIRE AGREEMENT

18. This Agreement and Exhibit A constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

MODIFICATION

19. This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Project Manager or GWMA Chair.

[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the effective date.

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

Paradigm Environmental, Inc.

By: _____

By: _____

Name: Christopher S. Cash

Name: _____

Title: Chair

Title: _____



SCOPE OF WORK FOR NONSTORMWATER SCREENING AND DEVELOPMENT OF BACTERIA LOAD REDUCTION STRATEGIES FOR RIO HONDO AND SEGMENT A OF THE LA RIVER

Paradigm Environmental, Inc. is pleased to provide this scope of work to conduct non-stormwater screening and develop Load Reduction Strategies (LRSs) for Rio Hondo and Segment A of the Los Angeles River. In coordination with Larry Walker Associates, Inc. and MBC Applied Environmental Sciences, Inc., we have developed an approach that provides the following E/WMP groups an opportunity to cost-effectively collaborate on the screening and LRSs including the following:

- Upper Reach 2 LA River Group (LAR UR2 Group)
- Lower LA River WMP Group (LLAR Group)
- Rio Hondo San Gabriel River EWMP Group (RHSGR EWMP Group)
- Upper LA River EWMP Group (ULAR EWMP Group)
- Individual WMP cities (South El Monte and El Monte)

An LRS is an alternative dry weather implementation approach incentivized by the Los Angeles River Bacteria Total Maximum Daily Load (Bacteria TMDL). Implementation of the dry weather component of the Bacteria TMDL using the LRS approach qualifies participating agencies for an extended implementation/compliance schedule. The extended schedule is allowed because the LRS planning process is relatively rigorous including monitoring, modeling and identification of specific best management practices (BMPs) to be implemented at priority outfalls.

This scope of work/effort is organized into two major tasks (with standalone costs provided for each group):

- 1) **Non-stormwater screening / snapshot monitoring:** the snapshots required by the LRS process and the non-stormwater screening required by the MS4 Permit are similar efforts, and the monitoring proposed herein could address both requirements for the participating E/WMP agencies (depending on the approach taken within each group's CIMP). Consistent with the LRS requirements, the monitoring includes six (6) snapshots where flow rate, *E. coli* concentration and outfall characteristics are measured/ documented for all outfalls observed to be flowing. In addition, receiving water monitoring is included to support development of alternative wasteload allocations for the Bacteria TMDL.
- 2) **LRS Report development:** this scope would develop a coordinated LRS report for Rio Hondo including its tributaries Alhambra Wash, Rubio Wash, Eaton Wash, Arcadia Wash, Santa Anita Wash, and Sawpit Wash (see Figure 1). An LRS will be developed for each of these tributaries including a proposed alternative wasteload allocation that is higher than currently provided by the TMDL/Permit. In addition, a separate LRS report for Segment A is proposed on to meet the requirements for the LLAR Group.

The following pages detail the scope of work for Tasks 1 and 2 along with a cost estimate and schedule.

Staff from Paradigm Environmental (Paradigm) and Larry Walker Associates were instrumental in creating the concept for the LRS approach during development of the LA River Bacteria TMDL, and continue to be involved with multiple LRS efforts along the LA River. Our team members have also conducted multiple snapshot monitoring programs in the LA River watershed and Ballona Creek. As such, we can assure delivery of high-quality monitoring results and LRS reports within the proposed expedited schedule (monitoring completed by September 2015 and LRS reports finalized by March 2016). The LRS reports for Rio Hondo and Segment A would be consistent with those already developed by Paradigm for the LLAR and UR2 LAR Groups for Segment B of the LA River.

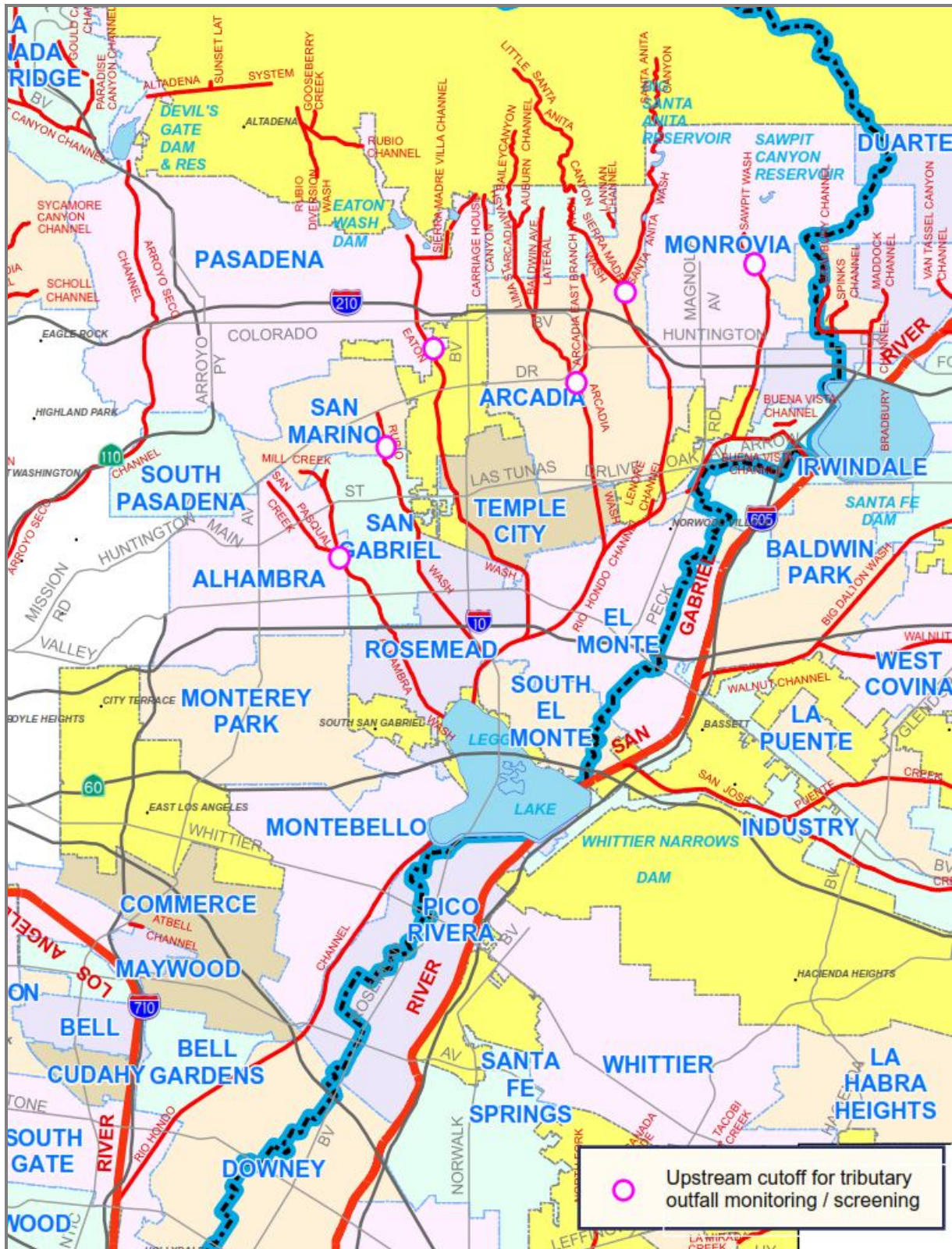


Figure 1. Rio Hondo Watershed and Major Tributaries

PROPOSED SCOPE OF WORK

The following section describes the scope of work for conducting monitoring and developing the LRSs.

Task 1 – Non-stormwater Screening / Snapshot Monitoring

The proposed non-stormwater screening and LRS snapshot monitoring would address each group's outfalls in the Rio Hondo watershed and Segment A. Each of Rio Hondo's tributaries are included and will be treated as individual receiving waters including:

Rio Hondo mainstem (from mouth to confluence with Sawpit Wash, with the exception of those outfalls already being monitored by the ULAR EWMP Group)

Alhambra Wash

Rubio Wash

Eaton Wash

Arcadia Wash

Santa Anita Wash

Sawpit Wash

For purposes of cost estimation, it was estimated that each of these waterbodies would have between ~20 and 30 outfalls flowing during the snapshot events, for a total of 184 flowing outfalls. The specific numbers of outfalls assumed for each waterbody and group are presented in the Cost Estimate section. Estimates of flowing outfalls were generated through experience gained with previous snapshot efforts and information provided by the ULAR EWMP Group. When comparing to cost estimates that might have been previously provided (e.g., as part of CIMP development), it is important to directly compare the numbers of outfalls assumed to be flowing, as monitoring costs are directly proportional.

The following elements of Task 1 are highlighted:

Snapshot monitoring /screening events: a total of six (6) events will be conducted for each of the waterbodies – measuring flow rate, *E. coli* concentration and outfall characteristics at each encountered flowing outfall. Photographs and GPS coordinates will be carefully tracked to ensure that collected data are accurately assigned to monitored outfalls, including outfalls that are intermittently flowing over the course of the events. Flow measurements will be instantaneous using the monitoring method that matches the outfall structure. Efforts will be taken to ensure these different methods are comparable, so that outfalls subject to one type of measurement (e.g., float and stopwatch) are not biased compared to an outfall subject to a different type of method (e.g., handheld flow meter). The daily timing of sampling specific outfalls will be varied between morning and afternoon to limit bias due to diurnal water use cycles (e.g., an outfall that is repeatedly measured in the morning can be biased to have a higher flow rate than an outfall repeatedly measured in the late afternoon).

Data compilation and reporting: a brief event summary memo will be generated for each of the six snapshots. The memos will describe the date and time of the event, and the number of samples collected by waterbody. Field and laboratory data will be evaluated based on standard quality assurance/quality control procedures and then compiled into well-organized spreadsheets including GPS coordinates and photographs in order to allow the data to be readily used for LRS development and related CIMP efforts (being conducted by other contractors). These data and photographs will be provided upon completion of all six sampling events. Snapshot data collected by the ULAR EWMP Group from the mainstem Rio Hondo will also be compiled into the same format.

***E. coli* measurements:** laboratory analysis will be conducted by Weck Laboratories. To avoid “greater than” results which can confound data analysis, an upper detection limit of 2.4 million MPN per 100mL will be used on each sample. Costs include multiple field pick-ups per day to ensure bacteria hold times are met.

Upstream cutoff for tributary monitoring: an important consideration for monitoring/screening of the Rio Hondo tributaries is how far upstream field crews will travel. Several of the tributaries extend far into open space areas. The assumed “upstream cutoff” locations are shown in Figure 1. In general, the cutoff was located at the first major fork or where a single upstream jurisdiction can be isolated. The samples collected at the cutoff locations would be treated as outfalls for the purposes of developing the LRSs. For example, the samples at the upstream cutoff for Alhambra Wash would treat the fork of San Pasqual Creek and Alhambra Wash as two outfalls. The tributary cutoff approach was chosen to provide a balance between (1) acknowledging that the tributaries are named receiving water bodies in the Basin Plan, (2) recognizing that BMPs could be designed/located to divert runoff from the concrete channels, and (3) the significant additional cost of conducting snapshot monitoring in these upper parts of the tributaries. While it is not recommended that the tributaries be treated as outfalls *at their confluence* with Rio Hondo (monitoring needs to extend a significant distance upstream of the tributary mouths), one of the goals of the Rio Hondo LRS could be to develop a cost-effective strategy to address the tributaries with regional facilities. The Bacteria TMDL acknowledges that such “downstream solutions” might be a cost-effective strategy for LA River tributaries during TMDL implementation.

As described in the Schedule section, the snapshots would be conducted over at least two seasons, including spring and summer, as recommended by the TMDL. Assuming sampling could be initiated in Spring 2015, the data collection effort would be completed by September 2015 which would allow six months for development and review of the Rio Hondo LRS and 12 months for the Segment A LRS.

Task 2 – Load Reduction Strategy Development

Under Task 2, LRS documents would be developed for Rio Hondo and Segment A for submittal to the Regional Board by March 2016 and September 2016, respectively. The LRS will incorporate the snapshot monitoring through development of Monte Carlo models that will be used to identify outfalls that will require TMDL implementation actions. While it is envisioned that one coordinated LRS report will be submitted for Rio Hondo, each of the tributaries will be addressed individually with their own modeling, prioritization, and BMP identification process. Furthermore, the LRS will clearly describe the actions / responsibilities of each agency / group in order to facilitate independent implementation efforts moving forward (if desired). Finally, it should be noted the LRS process can greatly support, perhaps even replace, the process required by the MS4 Permit / CIMPs to identify “significant” non-stormwater outfalls.

The subtasks under Task 2 are described in the following subsections.

Task 2.1 – Calculate Final Dry Weather Wasteload Allocations

The Bacteria TMDL and Permit specify *interim* wasteload allocations for Segment A and Rio Hondo. The TMDL requires the LRS to be developed for achievement of *final* wasteload allocations, which can be proposed as a component of the LRS. An analysis will be performed for Segment A, Rio Hondo and its tributaries to determine the appropriate final *E. coli* wasteload allocation for LRS development. For Rio Hondo, this “recalculation” step is especially important as the TMDL and Permit only prescribe one allocation for the entire Rio Hondo watershed and the value is quite low due to the fact that dry weather flows at the Rio Hondo mouth are extremely low (less than 1 cfs). The tributaries to Rio Hondo generally have flow rates that are higher than those at the mouth of Rio Hondo (their flows infiltrate into Whittier Narrows), meaning a single tributary could exceed the current wasteload allocation for the entire Rio Hondo watershed. This task will use receiving water data collected under Task 1 and available flow gage data to develop a load duration curve and calculate unique wasteload allocations for each waterbody (using a similar methodology as the Bacteria TMDL).

Task 2.2 – Conduct Monte Carlo Modeling based on Outfall Monitoring Data

As prescribed in the Bacteria TMDL, modeling is used to determine which outfalls should be prioritized for action in the LRS. Under Task 2.2, Monte Carlo models will be developed based on the snapshot monitoring data collected under Task 1 (and the data collected by the ULAR EWMP Group). A Monte Carlo model will be developed for each waterbody including each of the aforementioned Rio Hondo tributaries. The model will be

used to: (1) evaluate both the individual and cumulative baseline *E. coli* loading rates from outfalls that discharge into the receiving waters, (2) compare the cumulative loading rate from the outfalls to the current wasteload allocation and the proposed wasteload allocations calculated under Task 2.1, and (3) prioritize implementation actions based on the outfalls that exhibit the highest loading rates and drive the MS4 loading above the wasteload allocations. The methodology for Monte Carlo modeling will be consistent with the requirements of the Bacteria TMDL and LRSs submitted to date by the UR2 LAR and LLAR groups.

Task 2.3 – Identification of Priority and Outlier Outfalls

The Bacteria TMDL defines two categories of outfalls subject to LRS actions, as follows

Priority Outfalls – The LRS prioritization process (using the Monte Carlo model) highlights the Priority Outfalls because they have the consistently high loading rates of *E. coli* that lead to exceedances of the wasteload allocation. As such, Priority Outfalls are the highest priority for implementation and are subject to specific implementation actions in the LRS.

Outlier Outfalls are outfalls identified by retrospectively comparing the results of the Monte Carlo simulations to the “raw” monitoring data. Outlier Outfalls, which are generally outfalls that exhibited infrequent high loading rates, are subject to follow-up investigations during LRS implementation. These follow-up investigations could be utilized to meet the source assessment requirements of the non-stormwater screening programs identified in the MS4 Permit.

This task will use the results of the Monte Carlo modeling to identify the Priority and Outlier Outfalls for each waterbody.

Task 2.4 – Potential Implementation Actions for Priority and Outlier Outfalls

The LRS process of the Bacteria TMDL requires identification of specific actions for Priority Outfalls, and those actions are to be implemented within 4 to 5 years of LRS submittal. For example, the LRS could identify a specific number and locations of low flow diversions to be implemented to eliminate the loading from Priority Outfalls (note: if the expected total loading from outfalls is below the wasteload allocation, then there would be zero Priority Outfalls). In addition, Outlier Outfalls are subject to source investigation efforts during that same implementation period. This task includes the following efforts:

Outlier Outfalls – For the Outlier Outfalls, a general description of source investigation efforts to be performed by the group will be developed along with a completion schedule. In addition, a desktop drainage area assessment will be conducted for the Outlier Outfalls. It is anticipated these source investigation efforts will coincide with those required by the non-stormwater screening programs in the MS4 Permit. In other words, Outlier Outfalls would serve as the “significant” outfalls for the non-stormwater screening program. The actual source investigations are not included as a component of this scope of work.

Priority Outfalls – For Priority Outfalls, the Group will need to identify specific structural BMPs to detail in the LRS. Paradigm will conduct a desktop drainage area assessment for the Priority Outfalls. Paradigm will provide each Group with a questionnaire to identify which structural controls the group prefers to implement at the Priority Outfalls. Questionnaire responses will be used by Paradigm to evaluate the proposed BMPs and their expected effectiveness. For example, a dry well or low flow diversion would likely provide 100% removal of *E. coli* loading from an outfall. Based on the groups’ BMP preferences, Paradigm will use the Monte Carlo model to run scenarios and determine the type and number of structural actions needed to attain the applicable wasteload allocations. The details of the structural controls (siting, configuration and other design elements that are available) will be provided by the groups to Paradigm, and Paradigm will include them in an appendix to the LRS. BMP design efforts (e.g., concept designs) are not included as a component of this scope of work and are not necessarily required for the LRS submittal to the Regional Board. Paradigm will also evaluate “downstream solutions” (rather than BMPs outfall-by-outfall) as a potential implementation pathway.

Task 2.5 – Develop LRS Reports for Submittal to the Regional Board

This task will incorporate the findings of Task 2.1 through 2.4 into LRS reports for Rio Hondo and Segment A for submittal to the Regional Board. While it is envisioned that one coordinated LRS report will be submitted for Rio Hondo, each of the tributaries will be addressed individually with their own modeling and prioritization process. Figures and tables will detail the methods and findings of the analysis, and the approach will clearly follow the process outlined in the LA River Bacteria TMDL. The initial sections of the report will present an analysis for the groups as a whole, based on complying with a shared wasteload allocation. Later in the report, each jurisdiction / group will have its own section describing activities for Priority and Outlier Outfalls (as applicable). Draft reports will be submitted to the groups for review, and comments will be addressed prior to finalizing the document for submittal to the Regional Board.

SCHEDULE

The following schedule is proposed for completion of the scope of work.

| Task | Task Name | Milestone | Completion Date ¹ |
|------|---------------------------------|-------------------------------|--|
| 1 | Snapshot Monitoring / Screening | Conduct Snapshots 1, 2, and 3 | July 2015 |
| | | Conduct Snapshots 4, 5, and 6 | September 2015 |
| | | Post Event Summary Memos | Within 3 weeks of each event |
| 2 | LRS Report Development | Draft LRS Report | January 2016 |
| | | Final LRS Report | Within 3 weeks of receiving group comments |

¹ – Assumes start date of April 1, 2015. In addition, screening data collected by the ULAR EWMP Group from mainstem Rio Hondo would be transferred to Paradigm by October 1, 2015

COST ESTIMATE

The cost estimate to complete the scope of work is provided in the table on the following page. Each group is provided a separate cost for monitoring and reporting. The assumed number of flowing outfalls for each group is also shown. The cost estimate for monitoring is directly proportional to the assumed number of flowing outfalls. Note that costs for each group are based on cost-sharing – if a certain group decides to not participate then the cost estimate will need to be revised and allocations would shift accordingly for remaining groups.

Cost Allocation by Group for Snapshot Monitoring/Screening and LRS Development



| | | | | | COST ALLOCATION BY E/WMP GROUP | | | | | | | | | | | | | | | | | | | |
|-------------------------|--------------------|-----------------------------------|-----------------|----------------------------------|----------------------------------|-----------------|----------------------------------|------------|--------------------------|-----------------|----------------------------------|------------|---------------------------|-----------------|----------------------------------|------------|--|-----------------|----------------------------------|------------|--|-----------------|----------------------------------|------------|
| | | | | | Upper Reach 2 LA River WMP Group | | | | Lower LA River WMP Group | | | | Upper LA River EWMP Group | | | | Rio Hondo San Gabriel River EWMP Group | | | | Individual Cities (El Monte and S. El Monte) | | | |
| Load Reduction Strategy | Subwatershed | Estimated No. of Flowing Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | No. of Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | Total Cost | No. of Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | Total Cost | No. of Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | Total Cost | No. of Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | Total Cost | No. of Outfalls | LRS Report Cost | Monitoring and Data Summary Cost | Total Cost |
| Rio Hondo | Mainstem Rio Hondo | 30 | \$ 47,793 | \$ 93,615 | 9 | \$ 11,713 | \$ 28,085 | \$ 39,797 | 13 | \$ 16,919 | \$ 40,567 | \$ 57,485 | N/A | \$ 8,750 | \$ - | \$ 8,750 | 3 | \$ 4,165 | \$ 9,986 | \$ 14,150 | 5 | \$ 6,247 | \$ 14,978 | \$ 21,225 |
| | Alhambra Wash | 28 | \$ 30,526 | \$ 87,374 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 28 | \$ 30,526 | \$ 87,374 | \$ 117,901 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - |
| | Rubio Wash | 20 | \$ 27,651 | \$ 62,410 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 20 | \$ 27,651 | \$ 62,410 | \$ 90,061 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - |
| | Eaton Wash | 27 | \$ 27,983 | \$ 84,254 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 27 | \$ 27,983 | \$ 84,254 | \$ 112,236 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - |
| | Arcadia Wash | 14 | \$ 19,356 | \$ 43,687 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 3 | \$ 3,871 | \$ 8,737 | \$ 12,609 | 11 | \$ 15,484 | \$ 34,950 | \$ 50,434 | --- | \$ - | \$ - | \$ - |
| | Santa Anita Wash | 19 | \$ 26,268 | \$ 59,290 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 19 | \$ 26,268 | \$ 59,290 | \$ 85,558 | --- | \$ - | \$ - | \$ - |
| | Sawpit Wash | 26 | \$ 27,728 | \$ 81,133 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | 26 | \$ 27,728 | \$ 81,133 | \$ 108,861 | --- | \$ - | \$ - | \$ - |
| LA River Segment A | Segment A | 20 | \$ 27,651 | \$ 62,410 | --- | \$ - | \$ - | \$ - | 20 | \$ 27,651 | \$ 62,410 | \$ 90,061 | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - | --- | \$ - | \$ - | \$ - |
| TOTAL >>> | | | | | 9 | \$ 11,713 | \$ 28,085 | \$ 39,797 | 33 | \$ 44,569 | \$ 102,977 | \$ 147,546 | 78 | \$ 98,781 | \$ 242,775 | \$ 341,556 | 59 | \$ 73,645 | \$ 185,358 | \$ 259,003 | 5 | \$ 6,247 | \$ 14,978 | \$ 21,225 |