

16401 Paramount Boulevard  
Paramount, CA 90723  
562.663.6850 phone  
562-634-8216 fax



www.gatewaywater.org

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

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, January 11, 2018 at 12:00 p.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. PRESENTATION: Gateway Cities Council of Governments Climate Action Planning Framework – (Alexa Washburn) (Enclosure)**

**6. Consent Calendar: (Acted as one item unless withdrawn by request)**

- a. Minutes of the Board Meeting of November 9, 2017 (Enclosure)
- b. Ratify the Warrant Register for December 2017 and Approve the Warrant Register for January 2018 (Enclosure)

**7. Potential Private NPDES Permit Holders' Financial Cost Sharing Participation in Harbor Toxics TMDL Monitoring Activities (Enclosure)**

- a. Authorize staff to continue to accept requests from the Lower Harbor Toxic Group to enter into an agreement and collect payment from NPDES permit holders, including the August 2017 request; or
- b. Authorize staff to notify the Lower Harbor Toxic Group Chair that GWMA no longer desires to accept new NPDES permit holders, and
- c. Authorize staff to negotiate an amendment to the MOU with the Lower Harbor Toxic Group to eliminate the language in the MOU that allows NPDES permit holders to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in the NPDES permit

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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- 8. Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance On-Call Professional Services to the Lower Los Angeles River “LLAR” (Enclosure)**
  - a. Approve the proposal with John Hunter & Associates as presented
  - b. Authorize the Executive Officer to issue a Notice to Proceed in an amount not to exceed \$590,925 retroactive to July 1, 2017 through June 30, 2018
- 9. Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance On-Call Professional Services to the Lower San Gabriel River “LSGR” (Enclosure)**
  - a. Approve the proposal with John Hunter & Associates as presented
  - b. Authorize the Executive Officer to issue a Notice to Proceed in an amount not to exceed \$785,003 retroactive to July 1, 2017 through June 30, 2018
- 10. Discussion/Action Regarding Amending the Bylaws to Prohibit Consultants from Serving on the Board (Enclosure)**
  - a. Amend the Bylaws to require each Board member to be an officer or employee of the member agency
- 11. Discussion/Action Regarding Prop 1 – John Anson Ford Park Infiltration Cistern – John Anson Ford Park Infiltration Cistern – Phase 1 Grant and Associated Documents (Enclosure)**
  - a. Adopt Resolution 18-1, designating a representative to sign the Agreement and authorizing GWMA’s Executive Officer to serve as the Project Director for the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented
  - b. Authorize the Chair to sign Resolution 18-1, designating a representative to sign the Agreement and authorizing GWMA’s Executive Officer to serve as the Project Director for the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented
  - c. Approve Prop 1 John Anson Ford Park Infiltration Cistern – Phase 1 Grant Agreement between Gateway Water Management Authority and the State Water Resources Control Board, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter
  - d. Authorize the Chair to Execute the Prop 1 – John Anson Ford Infiltration Cistern – Phase 1 Grant Agreement between Gateway Water Management Authority and the State Water Resources Control Board, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter

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- e. Approve the Subrecipient Agreements between Gateway Water Management Authority and the participants of the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter
- f. Authorize the Chair to execute the Subrecipient Agreements between Gateway Water Management Authority and the participants of the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented, or as modified by legal counsel, if necessary to comply with the FPPC

**12. FY 2017/18 Budget Increase for General Legal Counsel Services (Enclosure)**

- a. Approve FY 2017/18 Administrative Budget Increase to \$88,000 for Legal Services provided by Richards Watson & Gershon

**13. FY 2017/18 Budget Increase for Executive Officer Services and Amendment to GK Consulting Agreement (Enclosure)**

- a. Approve and authorize the Board Chair to sign Amendment 4 to the GK Consulting Professional Services Agreement to increase the maximum fiscal yearly compensation to \$305,000 and to increase the hourly rate charged to GWMA for the Accounting/Administrative Assistant and Administration/Grant Coordinator position from \$55.00 to \$57.75
- b. Increase the Fiscal Year 2017-2018 Professional Services budget by \$45,000

**14. Gateway Region Watershed Management Groups Oral Report**

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
- b. Lower Los Angeles River Watershed Group
- c. Los Cerritos Channel Watershed Group
- d. Lower San Gabriel River Watershed Group

**15. Executive Officer's Oral Report**

**16. Directors' Oral Comments/Reports**

**17. Adjournment**

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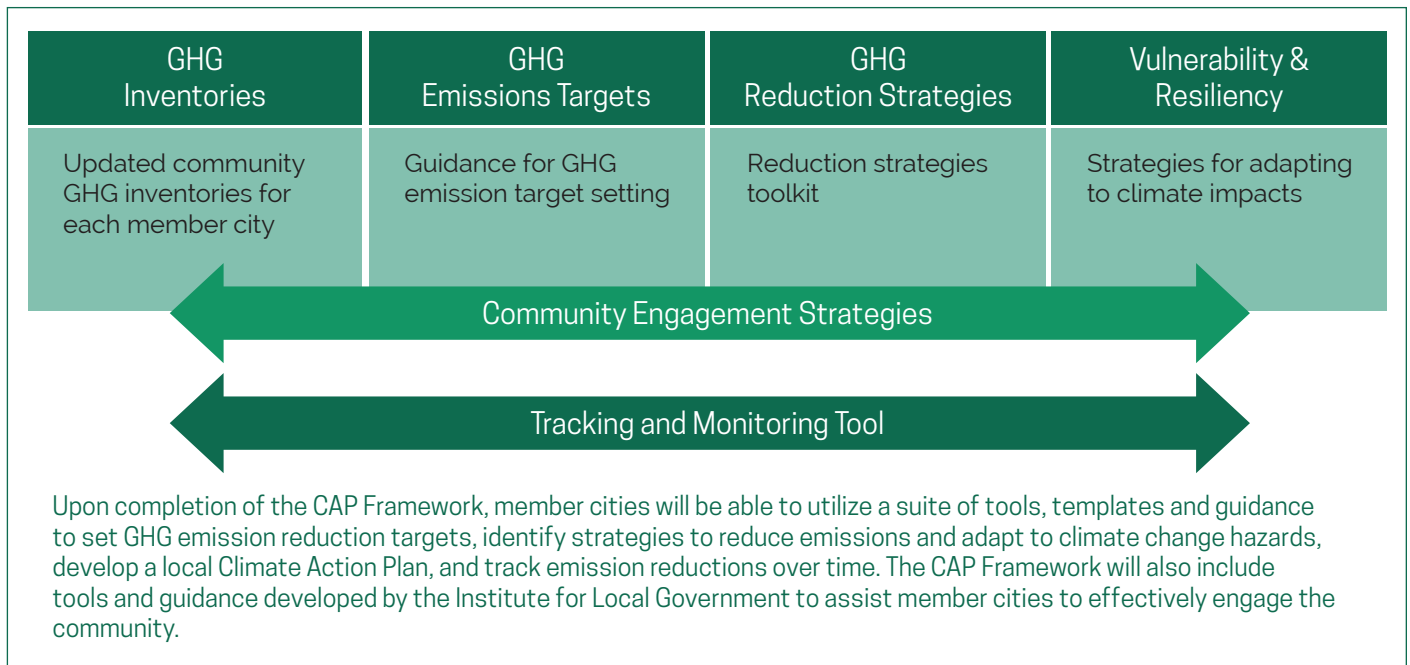
# GATEWAY CITIES

COUNCIL OF GOVERNMENTS

## What is the Gateway Cities Climate Action Plan (CAP) Framework?

The Gateway Cities Council of Governments (COG) received grant funds to prepare a regional Climate Action Planning Framework that local jurisdictions can use to develop a voluntary Climate Action Plan for reducing greenhouse gas emissions in their communities. The CAP Framework is intended to help individual communities advance their goals for economic development, public health, air quality, climate resiliency, equity, and job creation while planning for the impacts of climate change.

### CAP Framework Components



## Participation from Member Cities

- Member cities are involved in CAP Framework development and provide input through a series of stakeholder workshops over the year-long process.
- COG staff and the consultant team meet with city staff to coordinate and reflect local planning efforts in the CAP Framework.
- Member cities engage through current committee structure—Board of Directors, City Managers Steering Committee, Transportation Committee, and Planning Directors Committee, among others.
- Cities help set priorities that affect how the CAP Framework identifies locally-appropriate strategies for GHG reduction and climate change adaptation.

Project Web Site:

<http://www.gatewaycog.org/gateway/initiatives-and-projects/climate-action-planning-framework/?item=11205>

## Expected Local Benefits of the CAP Framework

**Positioning for Funding:** Implementation of the CAP Framework will provide Gateway Cities with a competitive advantage in pursuing state and regional climate investments.

**Alignment with State Goals:** The CAP Framework will assist Gateway Cities in advancing California's legislated climate goals:

- AB 32 and SB 32, require the state to reduce its overall GHG emissions to 1990 levels by 2020, and forty percent below 1990 levels by 2030, respectively;
- SB 375, establishes regional reduction targets for per capita transportation GHG emissions through coordinated regional land use and transportation strategies to reduce emissions from passenger vehicles; and
- SB 379, requires all cities to include climate adaptation and resiliency strategies in the safety elements of their general plan.

The CAP Framework will include strategies that cities can integrate as part of their general planning processes, easing the task of aligning their plans with state goals and legislation.

**GHG Inventory Updates:** The work program includes the preparation of updated GHG inventories for each city. A GHG inventory can help local governments:

- Identify the greatest source of GHG emissions within their city;
- Understand emission trends;
- Quantify the benefits of activities that reduce emissions;
- Establish a basis for pursuing local-level CAP strategies;
- Track progress in reducing emissions; and
- Set goals and targets for future reductions.

**Economic Benefits:** The potential economic benefits from pursuing CAP strategies include:

- Energy and water utility savings;
- Increased eligibility for state and federal grant opportunities;
- Permit streamlining and other regulatory fast-tracking;
- Improved environmental quality leading to business attraction and retention;
- Increased housing choices and affordability of housing;
- Increased mobility choices;
- Traffic reduction and lower household transportation costs;
- Air quality benefits;
- Property value increases;
- Decreased public health costs; and
- Employment growth, especially in green jobs sector.

**Public Health Benefits:** By enacting viable strategies to reduce GHG emissions and prepare for climate change hazards, cities can decrease the prevalence of health issues such as asthma and other respiratory symptoms, heat stroke, heart disease, diabetes, hypertension, and obesity, and reduce the associated costs with these conditions. Water quality and conservation strategies will also be included in the CAP Framework, which will yield significant environmental and health benefits for residents.

**Other Benefits:** The Gateway Cities CAP Framework will survey efforts to date by member cities and provide a common foundation to move climate change mitigation and adaptation forward in the most effective way possible. Cities can capitalize on this opportunity to participate in the Framework, without having to expend local resources or devote limited staff time. In addition, cities will benefit from participating in this CAP Framework project by having access to the information, tools and resources that are developed as a result of the work program.

## Gateway Cities COG CAP Framework Schedule

What We Are Doing & Why	Where We Are Now	What We Can Do Together	Continuing the Momentum
Workshop #1 October 30, 2017	Workshop #2 February 28, 2018	Workshop #3 May 2018	Workshop #4 September 2018
<ul style="list-style-type: none"> <li>• Project overview</li> <li>• Understanding challenges, gaps, priorities</li> </ul>	<ul style="list-style-type: none"> <li>• Understanding your GHG inventory; setting targets</li> <li>• Climate change adaptation</li> <li>• Public engagement basics</li> </ul>	<ul style="list-style-type: none"> <li>• GHG reduction strategies</li> <li>• Emissions tracking and CAP development tools</li> <li>• Tailoring public engagement strategies</li> </ul>	<ul style="list-style-type: none"> <li>• CAP Framework rollout</li> <li>• Early milestones and priorities</li> <li>• Keys to successful implementation</li> </ul>

For more information on this project, please contact:

**Nancy Pfeffer, Director of Regional Planning, (562) 901-2037 and [nancy@networkpa.net](mailto:nancy@networkpa.net)**

September 2017

AGENDA ITEM NO. 6A

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY  
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY  
BOARD  
AT PARAMOUNT, CALIFORNIA  
THURSDAY, NOVEMBER 9, 2017**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, November 9, 2017 at 12:00 p.m. at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA 90723.

Vice Chair Adriana Figueroa called the meeting to order at 12:06 p.m. Roll was called by Ms. Weiss and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Okina Dor	Artesia
Bill Pagett	Bell
Chau Vu	Bell Gardens
Bernardo Iniguez (alternate)	Bellflower
Sandi Linares-Plimpton (alternate)	Central Basin MWD
Mike O'Grady (alternate)	Cerritos
Gina Nila	Commerce
Mohammad Mostahkami	Downey
Christina Dixon (alternate)	Huntington Park
Mark Stowell	La Mirada
Konya Vivanti (alternate)	Lakewood
Melissa You	Long Beach
Christopher Garner	Long Beach Water Dept.
Sam Kouri (alternate)	Montebello
Adriana Figueroa	Norwalk
Sarah Ho (alternate)	Paramount
Noe Negrete (alternate)	Santa Fe Springs
Kelli Tunnickliff	Signal Hill
Claudia Arellano (alternate)	Vernon
Dave Schickling	Whittier
Esther Rojas (alternate)	Water Replenishment District

**STAFF AND GUESTS ON SIGN-IN SHEET:**

Grace Kast	Executive Officer
Toni Penn	Admin/Accounting Manager
Bibi Weiss	Office Assistant
Bill Minasian	Downey Resident
Desi Alvarez	MCM Management Co.
Mark Stanley	Rivers and Mountains Conservancy
Mark Moss	Central Basin MWD

Kimberly Henry

AMEC

**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

**ITEM 4 – ORAL COMMUNICATIONS TO THE BOARD**

None.

**ITEM 5 – LOWER LA RIVER REVITALIZATION PLAN PRESENTATION (MARK STANLEY)**

Ms. Kast introduced Mr. Mark Stanley from the San Gabriel Rivers and Mountains Conservancy. Mr. Stanley gave a presentation on the Lower LA River Revitalization Plan which was established in 2015, after Governor Jerry Brown signed Assembly Bill 530. This bill authorized the creation of a local “Working Group” to develop the Lower LA River Revitalization Plan.

Mr. Stanley informed the Board that the Lower LA River Revitalization Plan would identify ways to maintain the flood control features, restore natural features where possible, and create opportunities for recreation in Southeast LA County. Mr. Stanley stated that a draft would be available in December for review and that the Final Plan Completion was scheduled for February 2018.

Director You entered at 12:14 p.m.  
Director Schickling entered at 12:18 p.m.  
Director Garner entered at 12:21 p.m.  
Director Rojas entered at 12:21 p.m.

**ITEM 6 – CONSENT CALENDAR**

Director Mostahkami motioned to approve the consent calendar as presented. The motion was seconded by Director Nila and was approved by the following voice vote:

**AYES: DOR, PAGETT, VU, INIGUEZ, LINARES-PLIMPTON, O’GRADY,  
NILA, MOSTAHKAMI, DIXON, STOWELL, VIVANTI, YOU,  
GARNER, KOURI, FIGUEROA, HO, NEGRETE, TUNNICLIFF,  
ARELLANO, SCHICKLING, ROJAS**

**NOES: NONE**

**ABSTAIN: NONE**

**ITEM 7 – DISCUSSION/ACTION REGARDING CHANGING THE REGULARLY SCHEDULED BOARD MEETING DATE TO A BI-MONTHLY SCHEDULE**

Ms. Kast reported that GWMA's regular scheduled board meetings were held the second Thursday of each month at 12:00 p.m. She stated that at the last board meeting, a Board Member requested consideration to change the GWMA regularly scheduled board meetings from monthly to bi-monthly. Ms. Kast discussed the pros and cons of changing the Board Meeting to bi-monthly as well as the requirements under the Ralph M. Brown Act.

After general discussion, Director Vivanti moved that no action be taken to change the current monthly GWMA Regular Board Meeting schedule. The motion was seconded by Director Iniguez and was approved by the following voice vote:

**AYES: DOR, PAGETT, VU, INIGUEZ, LINARES-PLIMPTON, O'GRADY, NILA, DIXON, STOWELL, VIVANTI, YOU, GARNER, KOURI, FIGUEROA, HO, NEGRETE, TUNNICLIFF, ARELLANO, ROJAS**

**NOES: SCHICKLING**

**ABSTAIN: MOSTAHKAMI**

**ITEM 8 – DISCUSSION/ACTION REGARDING APPROVAL OF GWMA'S UPDATED ON-CALL CONSULTANT SERVICES LIST**

Ms. Kast reported that on July 17, 2017, GWMA issued a Request for Qualifications (RFQ) to update GWMA's On-Call List of Consultants. She stated that GWMA received six (6) Statements of Qualifications from the following firms: 1) Atkins Global; 2) GEI Consultants, Inc.; 3) Geosyntec Consultants; 4) RRM Design Group; 5) Simplus Management; and 6) Tetra Tech.

Ms. Kast indicated that five (5) consultants currently on GWMA's On-Call Consultants List, were not requested to resubmit an SOQ. She stated that this was because there were no team member changes or other factors which warranted a new SOQ. She reported that these 5 consultants were: 1) Stetson Engineers, Inc.; 2) Civiltec Engineering; 3) CWE; 4) John L. Hunter & Associates; and 5) Richard Watson & Associates, Inc.

Ms. Kast reported that at the October 12, 2017 GWMA Board Meeting, she presented to the Board, the top four (4) firms that had been selected by an Ad Hoc Committee, consisting of Directors Stowell, Grajeda and Vu. She stated that the top four (4) firms selected were: 1) Tetra Tech; 2) Geosyntec Consultants; 3) GEI Consultants; and 4) Atkins Global.



After general discussions, Director Nila moved to 1) approve GWMA's updated On-Call Consultant Services List as presented, 2) approve On-Call Consultant Professional Services Agreements with Tetra Tech, Geosyntec Consultants, GEI Consultants, and Atkins Global, and 3) authorize the Chair to execute the On-Call Professional Services Agreements in a form approved by Legal Counsel. The motion was seconded by Director Stowell and approved by the following voice vote:

**AYES: DOR, PAGETT, VU, INIGUEZ, LINARES-PLIMPTON, O'GRADY, NILA, MOSTAHKAMI, DIXON, STOWELL, VIVANTI, YOU, GARNER, KOURI, FIGUEROA, HO, NEGRETE, TUNNICLIFF, ARELLANO, SCHICKLING, ROJAS**

**NOES: NONE**

**ABSTAIN: NONE**

Director Mostahkami left at 12:51 p.m.

**ITEM 9 –DISCUSSION/ACTION REGARDING REQUEST FOR PROPOSAL FOR CATCH BASIN CLEANING**

Ms. Kast reported that at the October 12, 2017 GWMA Board Meeting, GWMA had received three (3) Notice Inviting Sealed Bids for Catch Basin Cleaning. She stated that the 3 sealed bids were from 1) Ron's Maintenance, Inc; 2) United Storm Water, Inc.; and 3) Nationwide Environmental Services.

Ms. Kast reported that a protest letter was received from United Stormwater, Inc. regarding the types of licenses to conduct the work. Ms. Kast then informed the Board, that after review by staff, legal counsel and engineers, it was recommended that all 3 bids be rejected in order to conduct the entire process again. Ms. Kast also stated that it was further recommended that the process for these services be conducted as a Request for Proposal (RFP) rather than a Notice Inviting Bids, since the work performed would be for cleaning services only.

Ms. Kast then reported on the process of the RFP and that three (3) Proposals were received. She stated that they were from the following: 1) Ron's Maintenance, Inc.; 2) United Storm Water, Inc.; and 3) Nationwide Environmental Services.

Ms. Kast reported that after careful review, 3 of the 3 proposals were deemed to be responsive to GWMA's requirements and that it was GWMA's staff recommendation to receive and file the Proposals and distribute the entire Request for Proposals package, along with Willdan Engineering's Proposal Analysis to assist cities with their selection. She concluded by stating that GWMA would not be making a recommendation to Gateway Region Cities regarding the Proposals.

Director Vivanti moved to receive and file all three Proposals and direct staff to distribute the complete Request for Proposal Package to each of the Gateway Region Cities with no proposal recommendation. The motion was seconded by Director Negrete and was approved by the following voice vote:

**AYES: DOR, PAGETT, VU, INIGUEZ, LINARES-PLIMPTON, O'GRADY, NILA, DIXON, STOWELL, VIVANTI, YOU, GARNER, KOURI, FIGUEROA, HO, NEGRETE, TUNNICLIFF, ARELLANO, SCHICKLING, ROJAS**

**NOES: NONE**

**ABSTAIN: NONE**

**ITEM 10 –GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL UPDATES**

Lower Los Angeles River Upper Reach 2 Watershed Group

Director Nila reported that the Agreement with the SWRCB for Prop 1 was currently being finalized and she indicated that a conference call with the SWRCB was scheduled for next week.

Lower Los Angeles River Watershed Group

Director Vivanti reported that a special meeting would be held on November 27<sup>th</sup> to finalize the annual reports that are due to the Regional Board.

Los Cerritos Channel Watershed Group

Director Vivanti reported that they were currently also working on their annual report. She also stated that they may not get their station on time, due to monitoring issues with the County.

Lower San Gabriel River Watershed Group

Director Figueroa reported that they were working on completing their annual report. She also stated that they too were having monitoring issues with the County and they had a conference call with the County scheduled for November 15, 2017.

**ITEM 11 – EXECUTIVE OFFICER’S REPORT**

None.

**ITEM 12 – DIRECTORS’ COMMENTS/REPORT**

None.

The meeting was adjourned at 1:05 PM.

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Kelli Tunnicliff, Secretary/Treasurer

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Date

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January 11, 2018

**SECTION NO. 6(b) Ratify the Warrant Register for December 2017 and Approve the Warrant Register for January 2018**

**SUMMARY:**

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Toni Penn, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

**DISCUSSION:**

The Warrant Register for expenditures dated December 2017 in the amount of \$501,363.37 are submitted for ratification by the Board and the Warrant Register for expenditures dated January 2018 in the amount of \$189,832.37 are submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

**FISCAL IMPACT:**

The Warrant Registers totals \$691,195.74. Funds to cover payment are available in the Gateway Authority budget.

**RECOMMENDATION:**

Ratify the Warrant Register for December 2017 as presented and Approve the Warrant Register for January 2018 as presented.

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**AGENDA ITEM NO. 6b**

**WARRANT REGISTER**  
Disbursement Journal  
December-17

Invoice Date	Vendor	Invoice Number	Description	Amount
11/9/2017	Bibi Weiss	11-9-17-expense	Reimbursement for Office Supplies	\$ 190.19
12/1/2017	City of Paramount	3758	Rent - December 2017	\$ 339.22
12/1/2017	City of Paramount	3772	Reimbursement for June Meeting Expenses	\$ 28.59
11/9/2017	City of Whittier	2017-6	USBR WaterSMART Grant Reimbursement #6	\$ 17,531.43
12/1/2017	CliftonLarsonAllen LLP	1649071-A	Accounting/Auditing Services for November	\$ 1,500.00
10/31/2017	Excel Paving	LID-04	Construction of Prop 84 Grant Project	\$ 8,502.50
10/31/2017	Excel Paving	LID-05	Construction of Prop 84 Grant Project	\$ 40,702.50
10/31/2017	Fedak & Brown LLP	10/31/2017	For auditing services for the month of October	\$ 1,020.00
11/30/2017	Fedak & Brown LLP	11/30/2017	For auditing services for the month of November	\$ 3,420.00
11/30/2017	Gateway Cities COG	11/30/2017	Reimbursement for Office Supplies	\$ 127.12
5/15/2017	GEI Consultants	3020371	Watersmart Grant Administrative Services	\$ 4,350.00
12/1/2017	GK Consulting	12-17-DACIP-GWMA	GLAC DAC Chair Activities for November 2017	\$ 2,762.50
12/01/17	GK Consulting	12-17-GWMA	Professional and Accounting Services	\$ 28,105.00
11/09/17	Joe A Gonsalves & Son	156149	Legislative Advocacy Services for December	\$ 2,083.00
11/17/17	John L Hunter & Associates	GAHT1017	Upstream Harbor Toxic for October	\$ 13,404.00
11/17/17	John L Hunter & Associates	GANPLA1017	LLAR WMP Implementation for October	\$ 107,206.53
11/17/17	John L Hunter & Associates	GANPLA1017	LLAR WMP Implementation for October	\$ 152,819.44
11/27/17	Richard Watson & Associates	17-192-003-009	LCC Watershed Monitoring Program for October	\$ 95,129.64
11/30/17	Richards Watson Gershon	214725	Legal Services - General	\$ 20,004.21
11/30/17	Richards Watson Gershon	214726	Legal Services - MS4 Permit	\$ 967.50
11/30/17	Richards Watson Gershon	214727	Legal Services - Harbor Toxic Pollutants TMDL MOU	\$ 1,170.00
11/03/17	Rodger's Catering	28191	Meeting Expense	\$ 434.82
				<u>\$ 501,363.37</u>



Reviewed and Approved by:

Kelli Tunnicliff, GWMA Secretary/Treasurer

**AGENDA ITEM NO. 6b**

**WARRANT REGISTER**  
Disbursement Journal  
January-18

Invoice Date	Vendor	Invoice Number	Description	Amount
11/22/2017	Anchor QEA	54721	Harbor Toxics TMDL Monitoring for October	\$ 37,334.15
1/1/2018	City of Paramount	3775	Rent - January 2018	\$ 339.22
12/11/2017	Civiltec Engineering Inc.	38268	Prop 84 2015 Grant Adminisitrative Services	\$ 398.75
12/28/2017	CliftonLarsonAllen LLP	1649072-a	Accounting/Auditing Services for December	\$ 1,500.00
1/3/2018	CWE	18007	Upper Reach 2 WMP and CIMP Development	\$ 79,597.44
12/23/2017	Fedak & Brown LLP	12/23/2017	For auditing services for the month of December	\$ 1,000.00
12/30/2017	Gateway Cities COG	12/30/2017	Reimbursement for Office Supplies	\$ 291.34
1/2/2018	GK Consulting	17-13-DACIP-GWMA	GLAC DAC Chair Activities for December 2017	\$ 1,592.50
01/02/18	GK Consulting	17-13-GWMA	Professional and Accounting Services	\$ 24,612.50
12/18/17	Joe A Gonsalves & Son	156226	Legislative Advocacy Services for January	\$ 2,083.00
12/29/17	Richard Watson & Associates	17-192-003-010	LCC Watershed Monitoring Program for November	\$ 16,570.31
12/29/17	Richard Watson & Associates	17-192-003-011	LCC Watershed Monitoring Program for September	\$ 8,169.50
12/19/17	Richards Watson Gershon	215025	Legal Services - General	\$ 3,047.29
12/19/17	Richards Watson Gershon	215026	Legal Services - Project Specific	\$ 10,772.50
12/19/17	Richards Watson Gershon	215027	Legal Services - MS4 Permit	\$ 2,047.50
12/19/17	Richards Watson Gershon	215028	Legal Services - Harbor Toxic Pollutants TMDL MOU	\$ 45.00
09/14/17	Rodger's Catering	27708	Meeting Expense	\$ 431.37
				<u>\$ 189,832.37</u>

Reviewed and Approved by:

  
Kelli Tunncliff, GWMA Secretary/Treasurer

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*Los Angeles Gateway Region  
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Joint Powers Authority*

January 11, 2018

## **SECTION 7: Potential Private NPDES Permit Holders' Financial Cost Sharing Participation in Harbor Toxics TMDL Monitoring Activities**

### **SUMMARY:**

In August 2017, the Lower Harbor Toxics Group Chair notified GWMA that they had voted to approve another individual NPDES permit holder (private company) to share and utilize the Harbor Toxic Pollutants TMDL monitoring data, which is collected and funded pursuant to an MOU between the Lower Harbor Toxics Group Members and GWMA. Staff is now requesting clarification on whether to fulfill this request from the Lower Harbor Toxics Group and, more broadly, whether to continue the monitoring cost share program under the existing MOU with the Lower Harbor Toxic Group or seek a mutually agreeable revised MOU amendment.

### **HISTORY OF LOWER HARBOR TOXICS GROUP PROVISION OF CCMRP MONITORING DATA TO PRIVATE PARTIES**

In 2014, the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Signal Hill, Los Angeles and Rolling Hills Estates, the County of Los Angeles, the County Flood Control District, and the Port of Long Beach (Group) entered into a MOU with GWMA for administration and cost sharing for the preparation and implementation of a coordinated compliance monitoring and reporting plan (CCMRP) as required by the Regional Water Quality Control Board, Los Angeles Region for the Dominguez Channel and Los Angeles and Long Beach Harbor Waters Toxic Pollutants Total Maximum Daily Loads.

This MOU states that individual or general NPDES permit holders who are not part of the Group may participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data collected by the Group to satisfy all or part of their respective monitoring and reporting requirements in their private NPDES permits. The MOU provides that any such private NPDES permit holder may submit a letter of interest to the Chair of the Group requesting to become a participant in the CCMRP. Upon receipt of the letter of interest, the Chair distributes the letter to the Group members who then vote on whether to grant the NPDES permit holder participant status. If approved, the Chair notifies the GWMA in writing. GWMA then enters into an agreement with the private NPDES permit holder and bills the entity an annual fee of \$12,300. The standard agreement template between GWMA and private NPDES Permit Holders was developed by GWMA's Legal Counsel and approved by the Board at its August 14, 2014 Board meeting.

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Currently, six private NPDES permit holders are participating in this program. These six participants are: Tesoro Refining & Marketing Company LLC (joined 8/26/14), Petro-Diamond, Inc. (joined 5/7/15), Metropolitan Stevedore Company (joined 8/26/15), Kinder Morgan Liquid Terminals, LLC (joined 9/1/15), Morton Salt, Inc. (joined 10/16/15), and Long Beach Generation, LLC (joined 5/2/16). The latest request from a private NPDES permit holder was received in August 2017, but GWMA has not yet acted on that request.

### ADDITIONAL BACKGROUND

In August 2016, GWMA received a separate request from a private NPDES permit holder within the Lower Los Angeles River ("LLAR") watershed and subject to the Harbor Toxics TMDL to establish a similar cost share program with GWMA for monitoring data collected for the Upper Harbor Toxic Group. The monitoring data collected from the Upper Harbor Toxics Group is different than the Lower Harbor Toxics Group. GWMA does not have an MOU with the Upper Harbor Toxics Group that includes a cost share program.

In September 2016, the Board discussed whether it should expand the data selling program with private parties to include other watershed groups, including the Upper Harbor Toxics Group. The Board directed staff and legal counsel to analyze GWMA's risk factors, to estimate how many private NPDES permit holders would be involved, to identify cost factors and staffing requirements, and to determine how monies collected from private companies would be allocated. The Board requested that the information be brought back before the Board for consideration.

At the regular Board Meeting in November 2016, legal counsel and staff presented pros and cons of moving forward with the proposal to sell monitoring data to private parties outside of the Lower Harbor Toxics Group. Staff raised concerns about the type of "due diligence" research that would be required in vetting private NPDES permit holders. Additionally, legal counsel raised concerns related to the language contained in the private NPDES permits that indicated that these private permittees could "join" watershed groups. Board members agreed that they did not want any implication that private NPDES permit holders could "join" their watershed groups. The general consensus of the Board was to not move forward with new monitoring cost share programs until the Regional Board amends the new language and/or provides sufficient risk guarantees. Thus, the Board decided not to move forward with creating a similar data sharing program with other watershed groups that are not subject to an MOU term like the one in the Lower Harbor Toxics Group's MOU.

What was not made clear by the Board in November 2016 was whether the intent of the Board also applied to the already existing program with the Lower Harbor Toxics Group. More specifically, the question is whether GWMA should agree to enter into agreements with new private NPDES permit holders to provide monitoring data in addition to the six existing private entities that purchase the information.

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It should be noted that many of the perceived risks of selling monitoring data to private NPDES permit holders, both in the Lower Harbor Toxics Group and in other watershed groups, have been mitigated in GWMA's template cost share agreement with the private NPDES permit holders. The template agreement includes insurance requirements and requires the private party to indemnify GWMA and the public agency permittees. In addition, the agreement provides that GWMA does not guarantee the accuracy of the monitoring data and waives GWMA's liability for negligent acts. The agreement also clarifies that the private party is not considered a member of the Lower Harbor Toxics Group, but instead is only entitled to participate in the CCMRP. Thus, some of the concerns discussed by the Board in November 2016 have been reduced.

The language in the existing Lower Harbor Toxics Group's MOU effectively requires GWMA to sell monitoring data to private entities that the Group accepts as recipients of the CCMRP monitoring data. If the Board decides it no longer wants to sell this data to some or all of these entities, then the change would require a mutually agreeable MOU amendment with the Group. If a mutually agreeable amendment cannot be reached and the Board feels strongly about not providing the monitoring data to private entities approved by the Group, then GWMA might need to consider other options to address how the MOU is carried out. The Board's decision will also determine how GWMA responds to the pending August 2017 request from a private NPDES permit holder that has received permission from the Lower Harbor Toxics Group to receive monitoring data. Staff is asking for further clarification on this matter.

#### OPTIONS:

- a. Authorize staff to continue to accept requests from the Lower Harbor Toxic Group to enter into an agreement and collect payment from NPDES permit holders, including the August 2017 request; or
- b. Authorize staff to notify the Lower Harbor Toxic Group Chair that GWMA no longer desires to accept new NPDES permit holders, and
- c. Authorize staff to negotiate an amendment to the MOU with the Lower Harbor Toxic Group to eliminate the language in the MOU that allows NPDES permit holders to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in the NPDES permit.

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## **SECTION No. 8 – Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance On-Call Professional Services to the Lower Los Angeles River “LLAR”**

### **SUMMARY:**

The LLAR Watershed group has requested that GWMA approve the proposal herein attached. This proposal would provide a variety of tasks for the watershed group under the current On-Call Consultant Professional Services Agreement “PSA” with John Hunter & Associates on file.

### **BACKGROUND:**

John Hunter & Associates was retained by GWMA on behalf of the LLAR on October 10, 2013 through a standard PSA. Thereafter, the first amendment was approved by the Board on May 14, 2015 with an expiration date of December 31, 2017.

During the past few months, the LLAR group has been working with John L. Hunter and Associates to develop a proposal for continued work. The proposal outlines 4 tasks to be performed during the period of July 1, 2017 through June 30, 2018 in an amount not to exceed \$590,925, which was collected and authorized by the Chair of the LLAR under the existing PSA. Rather than issuing a second amendment to the standard PSA which expired on December 31, 2017, staff is now recommending that the work be done under the On-Call Consulting agreement with John L. Hunter and Associates, which is on file and is in effect through April 17, 2020.

Per GWMA’s approved Policy for Professional Services, staff is not required to prepare and issue a Request for Proposal because John Hunter & Associates was requested to submit a proposal by the LLAR Group, which is then subject to a majority approval by the GWMA Board.

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## **FISCAL IMPACT**

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment. The funds for this work were collected as part of the annual 2017/18 budget for the LLAR.

## **RECOMMENDATION**

1. Approve the proposal with John Hunter & Associates as presented.
2. Authorize the Executive Office to issue a Notice to Proceed in an amount not to exceed \$590,925 retroactive to July 1, 2017 through June 30, 2018.

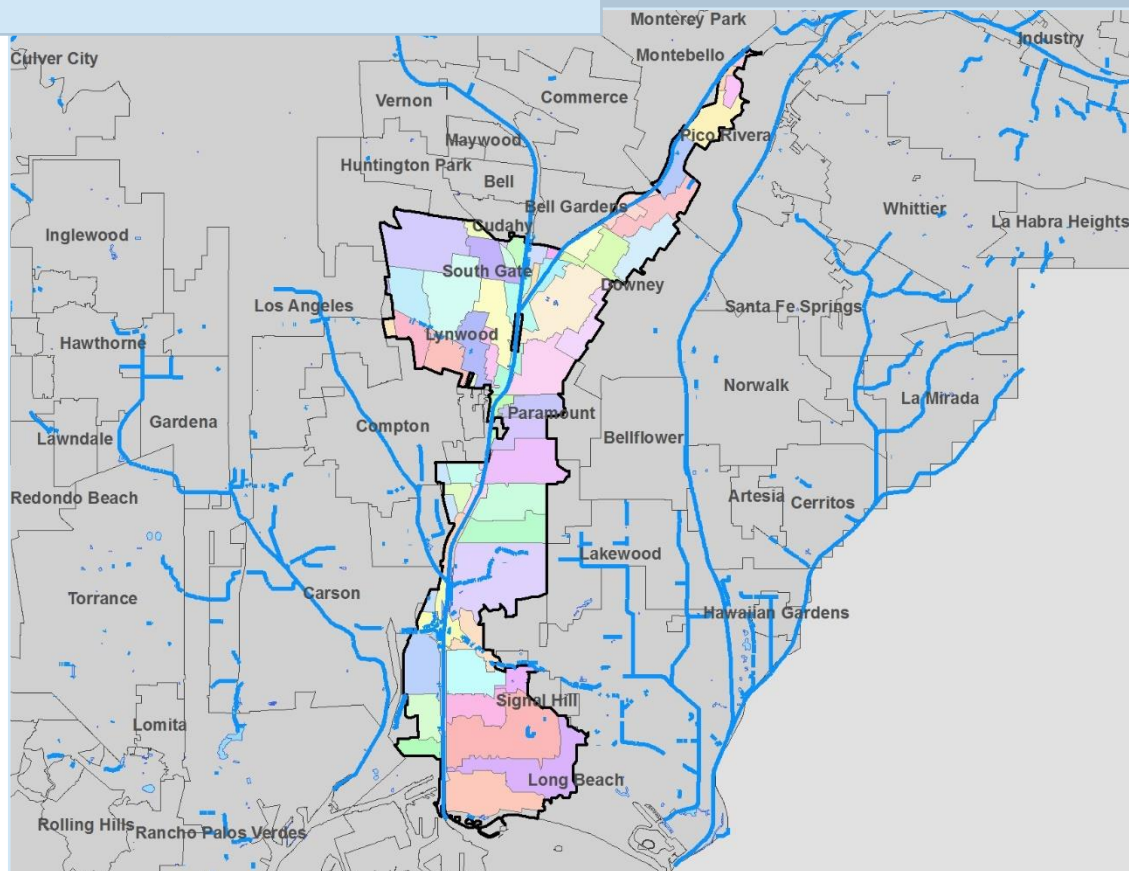
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**January 03, 2018**

## Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance



Prepared By:

John L. Hunter and Associates  
6131 Orangethorpe Ave., Ste. 300  
Buena Park, CA 90620  
Proposal contact: John Hunter  
[jhunter@jlha.net](mailto:jhunter@jlha.net) | (562) 802-7880 ext. 225

Prepared For:

Gladis Deras, Chair  
Lower Los Angeles River Watershed  
Management Group  
City of South Gate  
8650 California Ave  
South Gate, CA 90280



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## I. Qualifications and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as NPDES, stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, water conservation, and recycling. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

### A. Relevant Firm Experience

Table 1 lists NPDES services currently or recently provided by JLHA. The following are summaries of JLHA's experience related to NPDES Permit compliance.

#### 1. Municipal NPDES Permit Compliance

JLHA has considerable experience in Municipal NPDES Permit compliance programs, beginning with the inception of the Phase I MS4 Permits in the 1990s. Currently JLHA implements elements of such programs for **45** cities in the Southland. Services include the following:

- **25** cities and **4** watershed groups: Program administration and/or technical support,
- **32** cities: Field services such as BMP compliance inspections,
- **23** cities: Plan review and approval (e.g., SUSMP/LID Plans, WQMPs, and SWPPPs),
- **32** cities and **3** watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- **32** cities and **3** watershed groups: Staff training.

Relevant and recent activities include:

- Representing cities in MS4 NPDES audits conducted by Regional Water Board staff:  
Seal Beach, 2015 (and 2010, 2006) | Stanton, 2014 (and 2010)
- Obtaining and administering a Prop 84 grant for multi-watershed/multi-jurisdictional LID projects.
- Managing BMP inspection programs that cover in total approximately **10,000** sites.
- Developing **4** Watershed Management Programs under the area-wide LA MS4 NPDES Permit.

JLHA also served as the lead consultant for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), City of Long Beach, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel (LCC) Watershed Group. As part of WMP development, JLHA also oversaw the development of Coordinated Integrated Monitoring Programs (CIMPs) for the LLAR, LSGR, and Peninsula Cities Watershed Groups. All plans were approved by the Regional Board in 2015 and 2016. Together the member agencies of these Watershed Groups represent **20** MS4 NPDES Permittees.

JLHA serves as the current consultant team lead for the LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, watershed annual reporting, technical committee meetings, and certain WMP implementation efforts such as feasibility studies. In this capacity JLHA also regularly interfaces with city councils and Regional Board staff and members. JLHA also represents a number of municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel and Los Cerritos Channel.



**Table 1: Summary of Municipal NPDES Services Recently or Currently Provided**

Client	First year of service	Years of service	MS4 Permit Control Measures						Watershed				General Services			
			Development	Construction	Municipal Activities	Industrial/Commercial	Illicit Discharge Detection	Public Outreach	Watershed Plan Development	Watershed Plan Implementation	Monitoring	Studies	Reporting	Training	Grants	Program Mgmt. or Support
Arcadia	1995	22	..	x	x	x	x	x	..	..	..	x	x	x	..	..
Artesia	2014	3	..	x	x	x	x	x	..	x	..	..	x	x	..	x
Big Bear Lake	2004	13	..	..	..	x	x	..	..	..	..	..	x	..	..	..
Buena Park	2010	7	x	..	..	..	..	..	..	..	..	..	..	..	..	..
Carlsbad	2016	..	..	..	..	..	..	..	..	..	..	..	..	x	..	..
Cerritos	2015	2	..	x	..	..	..	..	..	..	..	..	..	..	..	..
Covina	2008	9	x	x	..	x	..	..	..	..	..	..	..	x	..	..
Diamond Bar	2007	10	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Downey	2011	6	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Fullerton	2017	<1	..	..	..	..	..	..	..	..	..	..	x	x	..	x
Glendale	2013	4	..	..	x	..	..	..	..	..	..	x	x	x	..	x
Gateway Water Mgmt. Authority	2012	5	..	..	..	..	..	..	..	..	..	..	..	..	x	..
Hawaiian Gardens	2012	5	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Hawthorne	2000	17	..	x	x	x	x	x	..	..	..	..	x	x	..	x
Inglewood	2015	2	..	..	..	x	..	x	..	..	..	..	x	x	..	x
La Habra	2011	6	x	x	x	x	x	x	..	..	..	..	x	..	..	x
Lakewood	2014	2	..	..	..	x	..	..	..	..	..	..	..	..	..	..
Lomita	2015	2	..	x	x	x	x	x	..	x	..	..	x	x	..	x
Long Beach	2014	3	..	..	..	x	..	..	x	..	..	..	x	x	..	..
LCC Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	..	x	..	x
LLAR Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	x	..	x
LSGR Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	x	..	x
Lynwood	2014	3	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Manhattan Beach	2010	7	..	..	x	x	..	..	..	..	..	..	..	..	..	..
Monterey Park	2005	12	x	x	x	x	x	x	..	x	..	x	x	x	x	x
Norwalk	2010	7	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Paramount	2014	3	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Pasadena	2015	2	x	..	..	x	..	..	..	x	..	..	x	x	..	x
Peninsula Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	..	..	x
Placentia	2013	4	x	x	x	x	x	..	..	..	..	..	x	x	..	x
Rancho Palos Verdes	1994	23	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Rolling Hills	2009	8	..	..	..	..	..	..	..	..	..	x	x	..	..	..
Santa Fe Springs	2016	1	x	x	..	..	..	..	..	..	..	..	..	..	..	..
San Gabriel	2017	<1	..	..	x	..	..	x	..	..	..	..	x	x	..	x
Seal Beach	2005	12	x	x	x	x	x	x	..	..	..	..	x	x	x	x
Signal Hill	1985	32	x	x	x	x	x	x	..	x	..	x	x	x	..	x
South El Monte	2017	<1	x	..	x	x	x	x	..	x	..	x	x	x	..	x
South Gate	1991	26	x	x	x	x	x	x	..	x	..	x	x	x	x	x
South Pasadena	2005	12	..	x	x	x	..	x	..	x	..	x	x	x	..	x
Stanton	2007	10	x	x	x	x	x	x	..	..	..	..	x	x	x	x
Temple City	2003	14	x	x	x	x	x	x	..	x	..	x	x	x	..	x
Villa Park	2013	4	x	x	x	x	x	x	..	..	..	..	x	x	..	x
West Covina	2015	2	x	x	x	x	x	x	..	x	..	..	x	x	..	x
West Hollywood	1995	22	x	x	x	x	x	..	..	..	..	x	..	x	..	..
Whittier	2014	3	..	x	x	x	x	x	..	x	..	..	x	x	..	x
<b>TOTALS out of 45 agencies</b>			<b>23</b>	<b>27</b>	<b>28</b>	<b>32</b>	<b>25</b>	<b>25</b>	<b>5</b>	<b>22</b>	<b>4</b>	<b>10</b>	<b>35</b>	<b>35</b>	<b>5</b>	<b>32</b>

## B. Track Record

JLHA has aided municipalities in compliance with NPDES MS4 Permit provisions since their first issuance in the 1990s. Since that time JLHA has maintained a track record of meeting project schedules. This may be evidenced by direction communication with existing clients, such as those listed in the References Section. Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions. JLHA's success in meeting project schedules is also evident in its existing clients' previous NPDES annual reports, which tabulate program deliverables such as inspections, plan checks, and TMDL reporting.

## C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 9 field inspectors and project analysts, and 2 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. JLHA will subcontract Richard Watson & Associates, Inc. (RWA) and Kinnetic Laboratories, Inc. (KLI) for additional support and monitoring, respectively. The key staff listed in the following section will be available to provide any requested services.

## D. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 2 lists specialized credentials that are held by JLHA staff. The experience, credentials and education of the key staff members and subcontractors (RWA and KLI) are included in the Resumes section of the Appendix.

**Table 2: Specialized Credentials held by JLHA Staff**

Credential	Credential Description
<b>CPSWQ</b>	Certified Professional in Stormwater Quality
<b>CPESC</b>	Certified Professional in Erosion and Sediment Control
<b>CESSWI</b>	Certified Erosion, Sediment and Stormwater Inspector
<b>QSD</b>	Qualified SWPPP Developer (Construction)
<b>QSP</b>	Qualified SWPPP Practitioner (Construction)
<b>QISP</b>	Qualified Industrial Stormwater Practitioner
<b>CGP ToR</b>	Trainer of Record for the NPDES Construction General Permit
<b>IGP ToR</b>	Trainer of Record for the NPDES Industrial General Permit



## E. Proposed Team

Table 3 lists the roles of the Project Team. Qualifications of the Project Team are included under the Resume section.

**Table 3. Project Team Roles**

	Project Title	Team Member Information	
Core Team	Principal-in-Charge/ Project Manager	Name	<b>John Hunter, PE</b>
		Roles	Point-of-contact, project oversight
	Assistant Project Manager	Name	<b>Michelle Staffield, MSE, CPSWQ, QSD/P</b>
		Roles	Point-of-contact and watershed management project delivery
	Assistant Project Manager	Name	<b>Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR</b>
		Roles	Point-of-contact, project development
	Assistant Project Manager	Name	<b>Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR</b>
		Roles	Point-of-contact, project development
	Monitoring Lead	Name	<b>Pat Kinney, PhD (subcontractor KLI)</b>
		Roles	Point-of-contact and CIMP project delivery
Extended Team	Field Operations Manager	Name	<b>Jose Rodriguez, CESSWI, QSP, QISP</b>
		Roles	Supervise outfall screening program and illicit discharge response
	Senior Engineer	Name	<b>Michelle Kim, MSE, CPSWQ, QSD/P</b>
		Roles	Project development, engineering
	Staff Engineer	Name	<b>Rosalinda Tandoc, PE</b>
		Roles	Project review, engineering
	Watershed Planning	Name	<b>Richard Watson (Subcontractor RWE)</b>
		Roles	As-needed watershed management planning

## F. References

Table 4 is a list of JLHA clients that receive services similar to those listed in the Table 1. The table includes contact information and the relationship between key staff listed in this proposal and services provided to the referenced client. Additional references are available at the request of the City.

**Table 4: References**

Client	Data Field	Reference Information
Downey	Name/Title	Mohammad Mostahkami, Director of Public Works
	Address	11111 Brookshire Ave, Downey, CA 90241
	Phone/email	(562) 904-7102, mmostahkami@downeyca.org
Long Beach	Contact/Title	Melissa You, Stormwater Coordinator
	Address	333 W Ocean Blvd, Long Beach, CA 90802
	Phone/email	(562) 431-2527, melissa.you@longbeach.gov
Seal Beach	Contact/Title	Steve Myrter, Public Works Director
	Address	211 8th Street, Seal Beach, CA, 90740
	Phone/email	(562) 431-2527, smyrter@sealbeachca.gov
Signal Hill	Contact/Title	Grissel Chavez, Deputy Director of Public Works
	Address	2175 Cherry Avenue, Signal Hill, CA 90775
	Phone/email	(562) 989-7251, gchavez@cityofsignalhill.org
South Gate	Contact/Title	Arturo Cervantes, Public Works Director
	Address	8650 California Ave, South Gate, CA 90280
	Phone/email	(323) 563-9512, acervantes@sogate.org
Stanton	Contact/Title	Allan Rigg, Director of Public Works
	Address	7800 Katella Ave, Stanton, CA 90680
	Phone/email	(714) 890-4204, arigg@ci.stanton.ca.us

## II. Scope of Work

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JLHA welcomes the opportunity to provide professional watershed management and CIMP implementation services to the Lower Los Angeles River Watershed Management Group (WMG). This section details the work plan for completing the scope of work requested by the Group. The term for the scope of work is July 1, 2017, to June 30, 2018, which concludes the scope of work already prepared for and approved by the WMG in April 2017. The estimated costs for 2017-2018 is included in Table 5.

### A. Watershed Management

This section describes tasks related to watershed management activities outside of CIMP implementation and WMP assistance, which are addressed in the subsequent sections of this Scope of Work.

#### 1. Watershed Management Group administration

JLHA will facilitate regular meetings and communication between WMG members, Regional and State Water Boards, and other watershed groups and stakeholders, which are critical to the tasks outlined in this scope of work. This task will include holding bimonthly meetings of the watershed group's technical committee, as well as scheduling, coordination, and preparing agenda and meeting minutes. Also included in this task is the development of MOA/MOU cost-shares for WMP and CIMP implementation activities.

#### 2. ROWD follow-up and MS4 Permit negotiations

The LSGR ROWD was submitted in June 2017, and the current MS4 Permit expires December 28, 2017. Within the term of the scope of work, the Regional Board may provide comments on the ROWD that warrant a response from the watershed group. In addition, the WMG may wish to provide comments and/or negotiate with Regional Board staff on the next draft MS4 Permit, which could be released within the term of the scope of work. A budgetary allotment is included for these services.

#### 3. Subcontracted watershed management support services

Additional support for the tasks listed in this section will be conducted by subcontractor Richard Watson & Associates, Inc. (RWA). RWA's relevant company information is included in the Resumes section of this proposal and their estimated cost is incorporated into the Cost Proposal.

## B. Coordinated Integrated Monitoring Program Implementation and Reporting

The Coordinated Integrated Monitoring Program (CIMP) was approved by the Regional Board during the summer of 2015. The watershed is required to continue implementing the CIMP.

### 1. CIMP monitoring

The CIMP and Harbor Toxics TMDL monitoring will be conducted by subcontractor Kinnetic Laboratories, Inc. (KLI). KLI's relevant company information is included in the Resumes section of this proposal and their estimated cost to provide monitoring services is included as a separated expense in the Cost Proposal. Activities under this task include:

- Site evaluation (if necessary)
- Dry and wet weather sampling following LSGR CIMP protocol. This will also include existing monitoring required under the Harbor Toxics TMDL.
- Analysis and reporting, including the Watershed Annual Report
- Meetings with Regional Board or other applicable agencies and stakeholders
- Preparation of extension agreement for monitoring laboratory

### 2. Source investigations

The first round of source investigations was completed in 2017. Additional outfall screening and source investigations may be required within the timeframe of the scope of work. A budgetary allotment is included for this service. GIS services may be provided by JLHA or subcontractor.

### 3. Annual Watershed Report and Semi-annual monitoring reports

KLI will prepare and submit the semi-annual CIMP water quality monitoring results required by the MS4 Permit Monitoring and Reporting Program. JLHA and KLI will prepare the Annual Watershed Report for the MS4 NPDES Permit. This will include collecting and assembling data from individual entities using the County's WRAMPS reporting system.

The Watershed Annual Report will include a first draft at least one month prior to final submittal to the Regional Board. The scope of work deadlines are dependent upon timely responses (less than one month) from individual entities. Although JLHA will endeavor to prepare an Annual Report that complies with the requirements of the Regional Water Quality Control Board, the Board's assessment of the Report in terms of MS4 NPDES Permit compliance depends on the information provided by the individual WMG members.

### 4. Trash Monitoring and Reporting Plan (TMRP)

JLHA will incorporate the December 2017 comments provided by the Regional Board on the Draft TMRP and will resubmit the TMRP to the Regional Board for final approval. A budgetary allotment for TMRP monitoring has also been included, as the Regional Board may require the WMG begin this monitoring within this term of services.

### C. WMP/MS4 Permit Assistance

WMP/MS4 Permit assistance tasks are included in this section of the scope of work.

#### 1. LA River Corridor Study

This task is to support ongoing projects along LA River as identified in the Corridor Study.

#### 2. MS4 Permit Assistance

Should the next MS4 Permit be approved within the time frame of the proposed work, JLHA is available to review, evaluate, and provide technical summaries on the approved Permit.

#### 3. Training

JLHA is available to provide MS4 NPDES training on relevant topics agreed upon by the WMG, such as LID, green streets, construction BMPs, source investigations, and annual reporting.

#### 4. Other WMP Assistance

JLHA is available for other WMP assistance activities not listed in this section as agreed upon by the WMG and JLHA.

### D. Additional Support Services

This proposal includes CIMP implementation and activities and WMG administration, with WMP implementation the responsibility of the individual group members. However the watershed group may request assistance with some watershed-wide activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. Tasks will be initiated as directed by the WMG.

### III. Fees

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#### A. Rate Schedule

Principal	\$165/hr
Director	\$165/hr
Staff Engineer	\$165/hr
Project Manager	\$135/hr
Assistant Project Manager	\$135/hr
Project Engineer	\$135/hr
Environmental Compliance Specialist II	\$115/hr
Project Analyst II	\$115/hr
Environmental Compliance Specialist I	\$95/hr
Project Analyst I	\$95/hr
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Subcontracted equipment	Cost + 5%

**B. Estimated Not-to-Exceed Fee Proposal**

The not-to-exceed cost for this project is included in the following table. A detailed breakdown of this cost is included on the following page.

**Table 5: Estimated Costs from July 1, 2017, to June 30, 2018**

Task	Hours	Rate	Cost	Subtotal
Watershed Management				\$89,050
Communication with LLAR members, Regional and State Boards, other Watershed Groups; review regulations and technical reports	110	\$165	\$18,150	
	90	\$135	\$12,150	
	50	\$115	\$5,750	
Subcontractor Costs	LSE*	LSE	\$15,000	
Additional support services as directed by the Watershed Group	LSE	LSE	\$20,000	
ROWD follow-up to June 2017 submittal and new MS4 Permit negotiations	LSE	LSE	\$18,000	
CIMP				\$265,300
Monitoring – Subcontracted to KLI				
Monitoring, Less Harbor Toxics Monitoring (\$27,200 already deducted	LSE	LSE	\$215,800	
Annual CIMP revisions, Annual and semi-annual reporting				
Review monitoring program deliverables, communication with agencies			\$19,500	
Review data from adjacent watershed and agencies				
Prepare and conduct TMRP	LSE	LSE	\$30,000	
Source Investigation				\$30,000
Non-stormwater Outfall based screening report and further investigation of priority outfalls, including those identified by the Bacteria TMDL LRS	LSE	LSE	\$12,000	
GIS mapping, priority outfall tributary area phase I (no ground truthing)			\$18,000	
Annual Watershed Report				\$25,000
Collect and assemble annual report data from individual entities, WRAMP module I, and submit			\$25,000	
Review and Evaluate Minimum Control Measures				\$78,275
Source Controls, Operations Controls and Customization of MCMs	125	\$165	\$20,625	
	200	\$135	\$27,000	
	110	\$115	\$12,650	
Update WRAMPS (Development/redevelopment effectiveness tracking) database with agency supplied information (County to release database summer 2017)	LSE		\$18,000	
WMP Workplan				\$70,500
"Coordinate pursuit of WMP and Alternate compliance options	LSE			
Joint Training events, upon request				
Implementation of Adaptive Management measures			\$62,000	
Review deliverables from participating agencies (WRAMP module II)				
Continued development of Corridor Strategy"				
Continued onsite feasibility testing (three sites)			\$8,500	
Technical Committee				\$32,800
Schedule and prepare agenda and summary notes for 6 meetings, prepare regular updates on relevant regulations, grant opportunities, and workshops; participating in opportunities for collaboration and education of non-City entities.	80	\$165	\$13,200	
	60	\$135	\$8,100	
	100	\$115	\$11,500	
TOTAL				\$590,925

\* LSE: Lump sum estimate



## **Appendix A: Resumes**

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The following section includes the resumes and certifications of key personnel.

## John L. Hunter, PE

*Principal*

### **Education**

B.S. Chemical Engineering, CSULB

B.S. Biological Sciences, UCI

### **Certifications and Licenses**

CA Professional Chemical Engineer, 4724

CA Registered Environmental Assessor, 0900

CA Hazardous Substance Removal, A3382

CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has 31 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling

programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

### **Related Experience**

#### Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

#### Total Maximum Daily Loads

*Los Angeles River Metals TMDL:* Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

*Los Angeles River Trash TMDL:* Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

#### MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

#### Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

**Education**

M.S., Applied Mathematics, CSULB  
B.S., Physics, CSULB

**Certifications**

CPSWQ, Envirocert (#0842)  
QSD/QSP, CASQA (#22706)  
IGP Trainer of Record, CASQA (#079)

**Affiliations**

Phi Beta Kappa Society  
Society for Industrial & Applied Math

**Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR***Director*

Cameron McCullough has thirteen years of experience in the environmental compliance field, specializing in surface water quality regulation. His experiences include managing the development and implementation of municipal NPDES, TMDL, and FOG Control programs, assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

Municipal NPDES Permit Management: Mr. McCullough serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. Permits managed include the NPDES stormwater permits—MS4, IGP, CGP—as well as non-stormwater permits and related orders such as those for drinking water system releases and sanitary sewer overflows. Permit programs address (1) stormwater quality for construction, industrial, and municipal activities and post-construction BMPs for development activities, (2) non-stormwater discharges to and from the MS4, (3) TMDLs for water bodies impaired by trash, metals, toxics, and bacteria, and (4) surface water quality monitoring. Through his program management activities, he has developed qualifications that meet those required to serve as the Project Manager for this project. Specific examples of these qualifications include:

- Serving as a Project Manager for contracted MS4 NPDES Program assistance for local cities. (Lomita, Glendale, Hawthorne, Monterey Park, Placentia, Stanton, Temple City, Villa Park, West Covina, and West Hollywood.) Responsibilities include serving as project point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing the client in interactions with regulators and watershed groups.
  - Through these projects Mr. McCullough has served as Project Lead to all subordinate members of the team for this project. As such the team has developed a track record of working together effectively.
- Representing cities in MS4 NPDES Permit compliance audits from the Regional Water Quality Control Board. (Seal Beach 2006, 2010, Stanton 2010, 2014, Big Bear Lake 2007.)
- Developing 1) watershed-based compliance plans for wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash (Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds: 2013-2016), 2) municipal Stormwater Quality Management Programs (Stanton 2011, Villa Park 2015) and 3) SWPPPs (Downey, Norwalk, Lynwood, Pico Rivera, West Covina: 2011-2016).
- Leading hundreds of municipal training sessions in MS4, IGP, CGP, and Drinking Water System NPDES Permits, as well as SSO spill response and FOG control. (26 municipal clients from 2004-2016, covering 3 State Water Board Regions and 5 Phase I MS4 Permits.)

Watershed Management: Mr. McCullough served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included identifying water quality priorities, evaluating existing control measures, developing new control measures and compliance schedules, and providing quantitative reasonable assurance to attain water quality standards. He has also lead multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach.

Through representation of municipal clients' stakeholder interests, Mr. McCullough has also participated in the development of watershed management programs and monitoring programs for the Los Cerritos Channel, Dominguez Channel, Upper Los Angeles River, and Upper San Gabriel River (2013-present).

**Michelle Kim, MSE, EIT, CPSWQ, QSD**  
*Water Resources Engineer*

**11 Years of Experience in Water Quality**

**Education**

M.S., Civil Engineering, Loyola Marymount  
B.S., Environmental Science, UC Berkeley  
B.A., Public Health, UC Berkeley

**Certifications**

EIT #141554, NCEES  
CPSWQ, Envirocert (#1134)  
QSD, CASQA (#26504)  
Grade 3 Laboratory Analyst #130133001, CWEA

Michelle Kim has eleven years of experience in the water quality industry, which includes potable water, wastewater, and storm water. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, and TMDL compliance. She is involved in the development and review of Water Quality Management Plans (WQMPs), Low Impact Development (LID) Plans, and Standard Urban Stormwater Mitigation Plans (SUSMPs). Michelle's past experience includes work with the Orange

County Sanitation District involving treatment processes, laboratory analyses, and monitoring of wastewater and source control.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, and South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including review of Bacteria TMDL monitoring data for Jurisdiction 7 of the Santa Monica Bay, reconsideration of the Machado Lake nutrients TMDL, and preparation of the final compliance report for the Machado Lake Trash TMDL.
- Assisting in MS4 Permit Project Management for the Cities of Hawthorne, Lomita, and Rancho Palos Verdes. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.
- Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Palos Verdes Peninsula Watershed Management Group.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.

**Michelle Stafffield, MSE, EIT, CPSWQ***Water Resources Engineer***10 Years of Experience in Water Quality****Education**

M.S., Civil Engineering, Loyola Marymount

B.S., Ecology, Behavior, &amp; Evolution, UCSD

**Certifications**

EIT #141553, NCEES

CPSWQ, Envirocert (#1136)

Michelle Stafffield has managed a variety of water quality improvement programs throughout Southern California. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, TMDL compliance, public information and participation, and representing clients at meetings. She is also involved in the development and review of Water Quality Management Plans (WQMPs),

Standard Urban Stormwater Mitigation Plans (SUSMPs), and Watershed Management Programs.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports.
- Assisting in MS4 Permit Project Management for the Cities of South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.

Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Lower Los Angeles River and Lower San Gabriel River Watershed Management Groups.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.

**Jose Rodriguez, CESSWI, QSP**  
*Field Operations Manager*

**Education**

B.S., Biology, UCI

**Certifications and Training**

CESSWI, Envirocert (#2830)

QSP, CASQA (#22917)

40 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Jose Rodriguez has worked with John L. Hunter & Associates in the environmental compliance fields of NPDES, FOG and Industrial Waste Control for ten years. His relevant experiences and tasks include implementing NPDES municipal permit provisions such as industrial/commercial inspections, illicit discharge detection and elimination, construction inspections, public education, public agency inspections, TMDL compliance, municipal staff training and completing annual reports. He has experience in conducting outfall screening and monitoring for non-storm water discharges in both the Lower Los Angeles River and the Lower San Gabriel River. In total, Mr. Rodriguez has conducted several thousand inspections for

agencies such as Stanton, Seal Beach, South Gate, Hawthorne, South El Monte, Arcadia and the Orange County Sanitation District.

**Related Experience**Inspection Services

Mr. Rodriguez supervises field activities at JLHA, including inspection work to verify compliance with state and local environmental regulations. This includes MS4 NPDES Permit compliance inspections at commercial facilities such as restaurants and nurseries, NPDES-permitted industrial and construction sites, municipal facilities, and new developments. (New developments are inspected to verify proper post-construction BMP installation and maintenance verification.) He also oversees Industrial Waste and Fats, Oils, and Grease (FOG) Control BMP/pretreatment device inspections, as well as Clean Bay Restaurant (CBR) inspections. The CBR program incorporates elements of NPDES, FOG, and waste management.

In addition to supervising field staff, Mr. Rodriguez has conducted thousands of inspections through his tenure with JLHA. Clients include South Gate, Signal Hill, Downey, Paramount, and Manhattan Beach. In 2014 he represented the City of Stanton in a State compliance audit of the City's Industrial/commercial facility inspection program. The State auditors did not find program deficiencies.

Monitoring Services

Mr. Rodriguez supervises source investigations for outfalls with dry weather flows in both Orange and LA Counties. (OC Clients: Stanton, Seal Beach, Placentia, La Habra, Villa Park.) Within LA County, this work included the initial source identification work for the Lower San Gabriel River, Lower Los Angeles River, and Peninsula Cities Watershed Groups. Together these Groups represent twenty cities. He has also conducted stormwater sampling following the requirements of the Industrial General Permit (South Gate) and supervised trash generation monitoring studies as required by the LA River Trash TMDL. (Monterey Park, Glendale, South Pasadena, Temple City.)

Planning and Reporting

Mr. Rodriguez prepares NPDES annual reports for Industrial General Permit (IGP) facilities (West Covina, South Gate, Norwalk) as well as MS4 Permittees throughout Orange and LA County. As part of the MS4 Annual Report, he has prepared outfall screening reports. He has also developed Industrial SWPPPs for the Cities of Norwalk and South Gate.

**Hugo Garcia, CESSWI, QSP***Environmental Compliance Specialist II***Education**

B.S., Environmental Science, UCR

**Certifications and Training**

CESSWI, Envirocert (#4769)

QSP, CASQA (#26091)

Professional Certificate in GIS

24 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Hugo Garcia has five years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include MS4 compliance of the Public Information and Participation, Industrial/Commercial, Construction, Public Agency, Illicit Connections and Illicit Discharge Elimination Programs. In addition, he provides assistance with TMDL implementation and serves as the GIS Specialist providing spatial analysis to clients in the Los Angeles and Orange counties.

**Recent Experience and Project Qualifications**

Mr. Garcia currently serves as an Environmental Compliance Specialist II whose responsibilities include field compliance inspections for local cities (Inglewood, La Habra, Pasadena, South Gate, and Whittier), and assisting in the implementation of Watershed Management Programs. Specific examples of these and past qualifications include:

- Conducting over 1,000 Industrial, Commercial (i.e. auto, restaurant, nursery), and Construction NPDES compliance inspections
- Assisting with the implementation of the Trash TMDL DGR Study and reporting through the LA River Watershed
- Assisting with the development of a Stormwater Pollution Prevention Plan (SWPPP) for both Signal Hill and West Covina facilities, as required by the State's Industrial General Permit (IGP).
- Developing and maintaining GIS data for Los Angeles and San Gabriel watersheds and clients of 1) MS4 Outfalls with and without Non-Stormwater Discharges, 2) retrofitted catch basin storm drain systems, and 3) potential sites for multi-agency, multi-watershed low impact development (LID) regional projects
- Reviewing plumbing plans for new and existing Industrial Waste/FOG sites in Arcadia, Signal Hill, South El Monte, South Gate, and Stanton

**Rosalinda Tandoc, PE**  
*Staff Civil Engineer*

**Overview**

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

**Education**

Master of Science in Civil Engineering  
*California State University, Long Beach*

**Certifications and Licenses**

CA Registered Civil Engineer

**Related Experience****With JLHA  
(Starting 2006 )**

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

**Prior Experience:**

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

**Personal Advancement Courses**

Engineering Management  
Communication  
Diversity Training  
Business and English Writings  
Supervisory Management

**Achievements/Volunteer Works**

Outstanding Woman of 1998, City of Cerritos  
Greater Long Beach Girl Scout Council  
Cerritos Senior Center, City of Cerritos  
St. Linus Parish, Norwalk, CA  
Cathedral of Our Lady of the Angels, Los Angeles



## **RICHARD WATSON & ASSOCIATES, INC.**

Richard Watson & Associates, Inc. (RWA) was formed in July 1993 as an urban and regional planning firm with specialties in development services, stormwater quality, and strategic planning. RWA works independently and in collaboration with other firms and consulting associates to provide planning and problem-solving services for public and private sector clients. RWA excels in assembling experts from complementary disciplines to form unparalleled project teams. The firm has extensive experience with Southern California development and stormwater quality issues, including MS4 permits and Total Maximum Daily Loads (TMDLs.)

In recent years, RWA has emphasized stormwater quality services, especially for public sector clients. From 1997 to 2008, RWA was a member of the RBF Consulting on-call consulting team to Caltrans. In this capacity, the firm assisted in siting pilot retrofit best management practices (BMPs) at 33 locations in Caltrans District 7 (Los Angeles County) and District 11 (San Diego County) to determine the cost-effectiveness and water quality benefits of structural BMPs when retrofitted into existing facilities.

Richard Watson & Associates is incorporated in California as an S-corporation. FEIN: 33-0893230.

Its principal office is located at:

21922 Viso Lane  
Mission Viejo, California 92691-1318

RWA includes four staff. In addition to Mission Viejo, RWA has employees operating out of Rancho Santa Margarita, California and Santa Monica, California who may be working on this project. The key staff member responsible for work on this contract and the primary contact for this contract will be:

Richard Watson  
21922 Viso Lane  
Mission Viejo, CA 92691-1318  
Phone: 949-855-6272

Richard Watson & Associates is uniquely qualified to provide the services described in the RFP for this project because of its broad range of stormwater quality experience dating back to September 1990. Richard Watson has been an active participant in the California Stormwater Quality Association and its predecessor organization, the Stormwater Quality Task Force, since January 1991. He has been actively involved addressing stormwater quality issues in Los Angeles County since 2001 and testified extensively on many of the TMDLs that impact the City of Long Beach and on the development and adoption of the 2012 Los Angeles Area MS4 Permit upon which the 2014 Long Beach Permit was based. In Addition, RWA has worked closely John L. Hunter & Associates as well as with the City of Long Beach and other municipalities in the preparation of the three Watershed Management Programs (WMPs) that cover portions of the City of Long Beach. Familiarity with these WMPs will make it easier to prepare a Master Watershed Management Program that is similar in structure to the existing WMPs in order to reduce costs and maintain a consistent format.

Below are references from similar projects performed by RWA, including services consistent with the project described in the RFP. Following these references is the resume for Richard Watson.

**LOS CERRITOS CHANNEL WMP:** Richard Watson & Associates has served as the lead consultant for preparation of the Los Cerritos Channel Watershed Management Program since October 2013. RWA developed the WMP plan with the assistance Eckersall LLC, John L. Hunter & Associates, Inc., and Kinnetic Laboratories Incorporated. RWA also coordinated development of a Coordinated Integrated Monitoring Program by Kinnetic Laboratories, Inc. and development of a Reasonable Assurance Analysis by Tetra Tech, Inc. and Paradigm Environmental, Inc.

Anthony G. Arevalo, Stormwater/Environmental Compliance Officer  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802  
Phone: 562-570-6023  
[Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

**LOWER LOS ANGELES RIVER WMP:** Since November 2012, RWA has been part of the John L Hunter & Associates team that was assembled to prepare a Watershed Management Program for the Lower Los Angeles River. RWA assisted with source control and other implementation strategies.

John Hunter  
John L. Hunter & Associates, Inc.  
6131 Orangethorpe Avenue, Suite 350  
Buena Park, CA 90620  
Phone: 562-802-7880 ext. 225  
[jhunter@jlha.net](mailto:jhunter@jlha.net)

**LOWER SAN GABRIEL RIVER WMP:** Since July 2012, RWA has been part of the John L Hunter & Associates team that was assembled initially to assist the Coyote Creek and San Gabriel River Reach 1 Technical Committee in compliance with the requirements of the San Gabriel River Metals TMDLs. With the adoption of the new Los Angeles Area MS4 Permit, the team was directed to prepare a Watershed Management Program for the Lower San Gabriel River and Coyote Creek. RWA developed and negotiated the Implementation Schedule that was included in a Basin Plan Amendment to establish an overall Implementation Plan and Implementation Schedule for the EPA-established Metals TMDLs. RWA also assisted with source control and other implementation strategies.

John Hunter, President  
John L. Hunter & Associates, Inc.

6131 Orangethorpe Avenue, Suite 350  
Buena Park, CA 90620  
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**LOS ANGELES RIVER JURISDICTIONAL GROUP 1 METALS TMDL IMPLEMENTATION PLAN:** From November 2009 through October 2012, RWA was part of the John L. Hunter & Associates team for the development and implementation of the Los Angeles River Jurisdictional Group 1 Metals TMDL Implementation Plan. RWA was responsible for the source control and implementation schedule portions of the implementation plan and provided editorial services.

John Hunter, President  
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**COALITION FOR PRACTICAL REGULATION:** From 2001 to 2012, RWA served as Stormwater Quality Consultant to the Coalition for Practical Regulation (CPR), an ad-hoc group of approximately 40 small and medium-sized cities in Los Angeles County that came together to address stormwater quality issues. This project is relevant to development of a Master Watershed Management Program because RWA provided a broad range of analytical and advocacy services to CPR. Much of the work for CPR involved TMDLs, Basin Plan Amendments, the Triennial Review process, the State Water Board's Blue Ribbon Panel process, and re-issuance of area-wide municipal stormwater permits. RWA provided extensive analysis and evaluation of regulatory documents and preparation of formal written comments to the Los Angeles Regional Water Quality Control Board and the State Water Resources Control Board. CPR assignments also included negotiations with Water Board staffs and testimony before both the Regional Water Board and the State Water Board. RWA also evaluated BMPs for TMDL implementation, prepared reports, coordinated with member cities and their consultants, and coordinated with the City of Los Angeles and the County of Los Angeles.

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Richard Watson

### EDUCATION

Stanford University  
UCLA

University of Alberta

### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (A.I.C.P.)

American Planning Assn.

Building Industry Assn. of Southern California

California Building Industry Assn.

California Planning Roundtable

California Stormwater Quality Association (CASQA)

International Erosion Control Assn.

National Assn. of Home Builders

Urban Land Institute

Water Environment Federation

### CONTACT:

949.855.6272

[rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com)

## RICHARD WATSON, A.I.C.P., President

Richard Watson is a geographer/planner with over 34 years of professional planning experience and over 23 years of experience in stormwater quality management, making him a valuable asset in navigating this complex regulatory environment. He has working relationships with stormwater regulators and the regulated community across California and is a frequent speaker at conferences and workshops dealing with implementation of stormwater programs. Mr. Watson has contributed to the development of public policy related to planning, development, environmental management, and water quality.

Early in his career, Mr. Watson taught geography at the University of Alberta and Oklahoma State University. He later joined engineering firm Jack G. Raub Company in Orange County, California as Director of Advance Planning. Subsequently, Mr. Watson joined Mission Viejo Company, an Orange County developer, where he served as Associate Director and then Director of Policy Planning. Utilizing the wide range of planning experience he gained through these varied assignments, Mr. Watson formed RWA in 1993.

## SUMMARY OF RELEVANT STORMWATER QUALITY EXPERIENCE

- Contributed to development of 2012 MS4 Permit for the Coastal Watersheds of Los Angeles County, including extensive work reviewing draft permit language, participating in LA Regional Water Board permit workshops, testifying during Regional Water Board permit hearings, and presenting to the Regional Board's Executive Officer a critique of the Monitoring and Reporting Program in the Tentative Order that resulted in staff's changing the Order in a manner that will reduce monitoring costs and increase flexibility.
- Extensive analysis, comment development on the Los Angeles Regional Water Board adopted TMDLs and EPA-established TMDLs, including the Los Angeles River Trash TMDL, the Los Angeles River Metals TMDL, the Los Angeles River Bacteria TMDL, the San Gabriel River Metals TMDL, the Los Cerritos Channel Metals TMDL, the TMDLs for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters, and the Long Beach City Beaches and Los Angeles River Estuary Bacteria TMDL.
- Extensive analysis, comment development, and testimony covering the 2002, 2006, and 2010 303(d) list and the State's Listing/Delisting Policy.
- Extensive statewide stormwater policy experience through 23 years of active participation in the California Stormwater Quality Association (CASQA) and its predecessor organization, including chairing the CASQA Watershed Management & Impaired Waters Subcommittee, membership on the Executive Program Committee and serving on the Board of Directors.
- Experience with design oversight and implementation of LID retrofit projects, including porous pavement (asphalt, concrete, and pavers) and bio-retention facilities.
- Experience as a technical consultant to help groups of cities develop Watershed Management Programs and plans for compliance with TMDLs, including preparation of Implementation Plan components, preparation of a detailed Implementation Schedule for implementation of true source control BMPs, and negotiating with the Regional Water Board to receive credit toward compliance for the permittee's efforts in support of SB 346.

## KINNETIC LABORATORIES, INC.

### FIRM QUALIFICATIONS

**Kinnetic Laboratories, Inc.** is a small SBE, VSBE firm with 45 years of experience that specializes in field investigations in support of both water and sediment quality studies. Their core mission is to provide scientific, quantitative environmental data and evaluations focused on key issues for design, permitting, monitoring, and compliance. Kinnetic Laboratories has a local office and research vessels home ported in Long Beach, vibracores and other sediment sampling equipment, and extensive water quality instrumentation, including specialized stormwater stations capable of obtaining contaminant load determinations. They have worked extensively for many years with major local clients, including the City of Long Beach and the Port of Los Angeles. They have an extensive track record of water quality, stormwater, and sediment quality projects, including major sediment dredge studies for the Port of Los Angeles.

**Water Quality and Storm Water.** Kinnetic Laboratories has 25 years of stormwater and watershed experience, starting with the Santa Clara Valley program that won an USEPA Award of Excellence and later comprising over 20 such studies. A descriptive list of selected of stormwater projects is provided in the Appendix. They have been the City of Long Beach's contractor for 15 years for the NPDES Stormwater Permit Monitoring Program, including extensive TMDL support. Their contaminant load data of both total and dissolved metals, backed by accompanying toxicity data allowed them to request that Waste Load Allocations (WLA's) be increased for copper, for lead, and for zinc. They have also performed special bacterial source studies for the City's beaches, and have also prepared seasonal and annual bacterial reports on the City's beach performance.

Kinnetic Laboratories are currently carrying out storm water monitoring and BMP research support for five large urban watersheds draining into San Pedro Bay. Recently, they have developed methodology to measure contaminant loads to San Pedro Bay of key organic pollutants to address the Harbor Toxics TMDL. Their work with the City of Long Beach BMP efforts has resulted in the recreational beaches reaching up to 98% compliance with respect to bacterial contamination. At Cabrillo Beach they researched and helped to implement local drainage modifications and BMPs to eliminate human bacterial sources. Their vindicated hydrodynamics, field source studies, and molecular characterizations showed that the continuing violations were not from local drainages or harbor waters but were associated with particulates in the eelgrass bed, and did not have a significant human contribution.

For the City of Long Beach, Kinnetic Laboratories have monitored storm water pump stations as part of the MS4 NPDES monitoring program. They also have monitored dry weather flow diversions from the Belmont and Appian Way storm water pump stations and prepared required reports for the County Sanitation District. Assistance with BMP designs has also included measuring flows in the stormwater system for design of low-flow, first flush diversions for four local watershed Water Management Plans.

Other representative stormwater, TMDL, and watershed projects are listed below which include extensive source study investigations, BMP evaluations, and mitigation measures. Recent studies carried out by Kinnetic Laboratories include preparing Comprehensive Integrated Monitoring Programs (CIMPs) for the Lower San Gabriel, Los Cerritos, and Lower Los Angeles River watersheds. A Proposition 84 funded study is underway for methods and monitoring of dry weather low-flow and water quality in Los Cerritos, Wardlow, Clark, Del Amo, and Palo Verde Channels. Work is also underway on Cerritos Creek TMDL studies.

## KINNETIC LABORATORIES, INC.

### SELECTED PAST PROJECTS, WATER QUALITY & STORMWATER

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**Watershed NPDES Stormwater Monitoring.** Kinnetic Laboratories is presently carrying out NPDES stormwater monitoring projects for the Lower Los Angeles River, Los Cerritos Channel, Lower San Gabriel River, and the City of Long Beach Estuarine Watersheds along with assisting CH2MHill with field monitoring in the Upper San Gabriel River Watershed. This new work is designed to be in compliance with both the Los Angeles and the City of Long Beach's new Stormwater Permits and has been approved by the Regional Water Quality Control Board. The program is designed to obtain precision contaminant loading data by use of flow composited sampling of complete hydrographs along with chemical and toxicity analyses. An innovative approach is being implemented to obtain flow composited samples under ultraclean protocols for bioaccumulative organic compounds along with high-resolution Mass Spectral analyses in order to obtain loading of these contaminants to San Pedro Bay, thus addressing the Harbor Toxics TMDL requirements. Support for BMP designs for the associated Water Management Plan is also being furnished. Gateway Water Authority and City of Long Beach. John L. Hunter & Associates, John Hunter, 562-802-2880, [jhunter@jlha.net](mailto:jhunter@jlha.net) ; Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com) ; and Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov) .

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**City of Long Beach NPDES Stormwater Monitoring Program.** Dr. Kinney initially served as project manager for this program, then subsequently provided operational support to Mr. Stevenson as Manager. Kinnetic Laboratories has been the contractor for the City of Long Beach's NPDES storm water monitoring program since its inception fifteen years ago. This program involves instrumentation and monitoring of the City's storm water discharges, determinations of effects to harbor receiving waters, and extensive support for TMDL issues and permit renewal negotiations. In addition to providing guidance to BMP programs, a key contribution has been obtaining a fifteen year record of precision contaminant loading data critical to TMDL issues. Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

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**Los Cerritos Creek TMDL Studies, City of Long Beach.** An example of the ability to obtain good load data as described above, for TMDL support, Mr. Stevenson was able to calculate site-specific metal translators based upon methods of the USEPA (1996) guidance document using the precision 12 year monitoring data for this watershed, backed by accompanying toxicity data. Instead of the simple regression calculation used in the original TMDL model, this more accurate method takes into account high suspended solids present in storm water runoff, resulting in the potential for metal Waste Load Allocations (WLAs) to be increased by a factor of 1.5 for copper, 12.5 for lead, and 2.4 for zinc. Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

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**Design Comprehensive Integrated Monitoring Program (CIMPs) for Lower San Gabriel, Los Cerritos Channel, and Lower LA River Watershed Technical Committees.** Dr. Kinney assisted Mr. Stevenson in the preparation of Comprehensive Monitoring Programs for the Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos Channel urban watersheds that include Cities from Downey, Lakewood, Compton, and Long Beach which drain into the San Pedro Bay harbor complex. This program is designed for



implementation to fulfill requirements of the new stormwater permits and incorporate associated TMDL requirements. John L. Hunter & Associates, John Hunter, 562-802-2880, [jhunter@jlha.net](mailto:jhunter@jlha.net) and Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com).

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**Dry Weather Flow & Water Quality LID Methods Study (Proposition 84), Gateway Water Authority.** Dr. Kinney developed flow and water quality methods as part of implementing Los Cerritos Channel Watershed Segmentation and LID Planning to support TMDL actions. Special low-flow monitoring methods were designed and proven by a pilot study and reported to the State RWQCB for general use. Dry weather monitoring was carried out in the main Los Cerritos, Wardlow, Clark, Del Amo and Palo Verde Channels to provide key data for identification of primary sources of dry weather pollutant loads and for LID planning purposes. Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com).

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**Cabrillo Beach Bacteria Studies.** Kinnetic Laboratories researched and helped to implement local drainage modifications and BMPs to eliminate human bacterial sources. Their hydrodynamics, field source studies, and molecular markers showed that the continuing violations were not from local drainages or harbor waters but were associated with particulates in the eelgrass bed, and did not have significant human contributions. Subsequent independent studies by the Port vindicated the local hydrodynamic results of the study and proved conclusively that enhanced circulation by small pumps was not a solution. Working with Jeff Soller of Soller Environmental, the recommended action by Kinnetic Laboratories was to consider a Natural Source Exclusion and a Quantitative Microbial Risk Assessment study to show that not only were human sources not present, but that other pathogens were not a problem. John Foxworthy (Deceased), Port of Los Angeles.

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**Central Coast Long Term Environmental Assessment Network (CCLEAN), Monterey Bay Regional Monitoring Program.** (CCLEAN) is long-term a regional monitoring program in the Monterey Bay area focused on water quality issues, with an emphasis on measuring contaminant inputs from point and non-point sources and determining the effects of those contaminants, including exceedances of water quality and biological tissue criteria, effects on biological communities, and effects on the health and mortality of sea otters. Responsible for field studies in the project team, Kinnetic Laboratories uses state-of-the-art sampling and analytical methods, such as solid-phase extraction techniques, to measure flow-proportioned low concentrations of persistent organic pollutants from four rivers, four wastewater treatment plants, and from specially designed offshore moored samplers in Monterey Bay. Measurements of bioaccumulation in resident mussels at shoreline locations are also determined. City of Watsonville and Applied Marine Sciences. Barbara Pierson, 831-768-3179, [bpiereson@ci.watsonville.ca.us](mailto:bpiereson@ci.watsonville.ca.us), Dane Hardin AMS, 831-426-6326, [hardin@amarine.com](mailto:hardin@amarine.com).

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**Calleguas Creek TMDL Watershed Monitoring Program.** The Calleguas Creek Watershed Total Maximum Daily Load Monitoring Program addresses four TMDL actions at present and is designed to begin the required monitoring to obtain data to support development of Implementation Plans to achieve water quality objectives. Working with Larry Walker Associates, Dr. Kinney set up and implemented field sampling operations in the program, submission of laboratory samples, does tracking and managing analytical testing, and carries out data management and quality evaluations. Validated data is delivered in the form of a modified SWAMP database. Larry Walker Associates, Mack Walker, 530-753-6400, [mackw@lwa.com](mailto:mackw@lwa.com).

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**CALTRANS Stormwater Studies.** Kinnetic Laboratories has monitored over 79 stormwater stations each for multiple years for Caltrans, spread from Redding in the north to San Diego in the south utilizing full telemetry network control. This resulted in over 1000 storm events with over 95% success, over 90% storm capture, and high quality validated data including excellent mass balances across BMP pilots being evaluated. This work included 12 sites for Runoff Characterization, 31 Biofilter sites, 7 sites for erosion control BMPs, and 29 sites for structural BMP Operations & Evaluations. Major Southern California sites were for BMP evaluations done for RBF Consulting, Scott Taylor, RBF Consulting/Michael Baker International, 949-246-8276, staylor@mbakerintl.com

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**Port of Los Angeles – Stormwater Monitoring and StormCeptor Evaluation, Berth 100.** Berth 100 developments at the Port of Los Angeles involved the construction of a major dock to accommodate large container ships and an adjacent, large paved terminal yard to handle the containers and trucks for shipment. Storm water drainage from the new container terminal was designed as slot drains which drop into an underground collector storm sewer system. A total of 10 StormCeptor 11000 units were incorporated into this collection system to treat the storm water from the terminal before discharge into the harbor. Kinnetic Laboratories performed storm water discharge monitoring at this Pier 100 facility before and after operations began, and also tested the effectiveness of StormCeptors installed in the drainage system by monitoring both upstream and downstream. Kathryn Curtis (310) 732-3571; kcurtis@portla.org .



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## RESPONSIBILITIES

Dr. Kinney serves as a Project Manager/Project Principal for numerous oceanographic and environmental applied projects as well as serving as CEO of Kinnetic Laboratories Inc.

## EXPERIENCE

Dr. Kinney received his Ph.D. in Chemical Engineering from Iowa State University, had experience as a research engineer for Phillips Petroleum, and later worked on hydrodynamic design modeling of clustered engines for the moon rocket program. He did a Postdoctorate in Oceanography at Scripps Institution of Oceanography, University of California, San Diego working in the Food Chain Research Group. Dr. Kinney was a tenured faculty member in Marine Sciences at the University of Alaska, Institute of Marine Sciences.

Dr. Kinney founded Kinnetic Laboratories, Inc. 40 years ago as an environmental and oceanographic services firm with the express purpose of providing good, quantitative scientific data on key issues to support applied projects - data for design, monitoring, compliance, and permitting. Dr. Kinney has carried out thousands of projects and contributed environmental improvements and practices while supporting necessary infrastructure, facility, and resource utilization developments.

Dr. Kinney began managing stormwater monitoring projects in the late 80's with the urban watersheds of the Santa Clara Valley Water District. For this project, and for a following project for Alameda County, Dr. Kinney developed basic study designs and field study techniques that served as prototypes and influenced the original USEPA storm water regulation issued in 1991. Dr. Kinney, working with Marty Stevenson implemented these initial studies which won EPA Awards of Excellence. Early development of overall urban watershed approaches coupled with flow-composited sampling allowed contaminant load data to be obtained. The use of automated sampling equipment modified for clean sampling protocols, driven by flow sensors facilitated the collection of precision contaminant load determinations. Large composite samples obtained in clean borosilicate glass bottles allowed for subsequent chemical analyses and also toxicity testing. Early use of telemetered controlled urban stormwater stations advanced the success of good data collection, particularly allowing full storm capture necessary to load determinations. Early on, he could also network stormwater stations over large watersheds and geographical areas. For BMP effectiveness studies, multiple samplers measuring in and out of a structural BMP could be controlled, the data transmitted by one site master, and then be controlled and data transmitted to a central Storm Control center where the data collection would be managed and who also could dispatch field crews as necessary.

Dr. Kinney subsequently served as a project manager or Principal on over twenty different large urban stormwater monitoring studies, many of which were set up for Cities or Counties for their continuing operation. Some pertinent project examples that Dr. Kinney and Mr. Stevenson have carried out follow. For example, using the equipment and protocols developed above, Dr. Kinney managed the monitoring of over 79 stormwater stations each for multiple years for Caltrans, spread from Redding in the north to San Diego in the south utilizing full telemetry network control. This resulted in over 1000 storm events with over 95% success, over 90% storm capture, and high quality validated data including excellent mass balances across BMP pilots being evaluated. This work was done as a Prime Contractor for Caltrans (\$8 million contract) and as a subcontractor to other engineering firms (RBF Consulting, Geomatrix, Brown & Caldwell, URS, Law Crandall, etc.). Work included those for runoff characterization and load determinations (12), for biofilter BMP testing (31), for erosion control BMPs (), and for a whole array of differing structural BMPs (28).

Dr. Kinney initially served as project manager for the City of Long Beach's NPDES Monitoring Program, then subsequently provided operational support to Mr. Stevenson as Manager. Kinnetic Laboratories has been the contractor for the City of Long Beach's NPDES storm water monitoring program since its inception fourteen years ago. This program involves instrumentation and monitoring of the City's storm water discharges, determinations of effects to harbor receiving waters, and extensive support for TMDL issues and permit renewal negotiations. In addition to providing guidance to BMP programs, a key contribution has been obtaining a fourteen year record of precision contaminant loading data critical to TMDL issues.

Recently, Dr. Kinney also developed flow and water quality methods as part of implementing a special Proposition 84 funded study for the Los Cerritos Channel Watershed Segmentation and LID Planning work required by TMDL regulatory actions. Special low-flow monitoring methods were designed and proven by a pilot study and reported to the

State RWQCB for general use. Dr. Kinney is managing Dry weather monitoring studies now being carried out in the Los Cerritos, Wardlow, Clark, Del Amo and Palo Verde Channels to provide key data for watershed segmentation and LID planning purposes. Dr. Kinney also worked with Mr. Stevenson in the preparation of Comprehensive Integrated Monitoring Programs (CIMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos urban watersheds. He supervised the field reconnaissance, including inspecting outfalls and developing a database for locations, sizes, and initial dry weather observations. This program is designed for implementation to fulfill requirements of the new stormwater permits and incorporate associated TMDL requirements.

Working with Larry Walker Associates, Dr. Kinney also set up the field monitoring logistics and implemented all field studies for the Calleguas Creek TMDL Watershed Monitoring Program and serves as Project Principal for these field and laboratory tasks. The Calleguas Creek Watershed Total Maximum Daily Load Monitoring Program addresses four TMDL actions at present and is designed to begin the required monitoring to obtain data to support development of Implementation Plans to achieve water quality objectives. The work includes all field sampling operations required in the watershed, submitting samples to designated laboratories, the tracking and managing analytical testing, and the carrying out data management and quality evaluations. Validated data is delivered in the form of a modified SWAMP database format

Working with Applied Marine Sciences, Dr. Kinney is also Project Principal for field studies for the Central Coast Long Term Environmental Assessment Network (CCLEAN). This is a long-term regional monitoring program in the Monterey Bay area focused on water quality issues, with an emphasis on measuring contaminant inputs from point and non-point sources. Determining contaminants and exceedances of water quality and biological tissue criteria is a goal, along with effects on biological communities as well as effects on the health and mortality of sea otters. Responsible for field studies in the project team, Kinnetic Laboratories uses state-of-the-art sampling and analytical methods, such as solid-phase extraction techniques, to measure flow-proportioned low concentrations of persistent organic pollutants from four rivers, three wastewater treatment plants, and from specially designed offshore moored samplers in Monterey Bay. Measurements of bioaccumulation in resident mussels at shoreline locations are also determined.

Separately Dr. Kinney also has been Project Manager or Project Principal for hundreds of dredge material studies carried out since 1977 according to USEPA and USACE protocols. Projects have resulted in characterization and or remediation of over 150 million cubic yards of dredge sediments, with the majority beneficially reused for construction of new port facilities or if suitable, for beach replenishment or for wetland restorations. Projects included serving on the Project Design Teams for major Port of Los Angeles capital development projects including Pier 400, the channel deepening project, the Southwest Slip development, the recent Port-wide maintenance dredging project, and later for design of a remediation project at the Consolidated Slip superfund site. Dr. Kinney authored the overall Contaminated Sediment Management Plan for these and associated maintenance and harbor clean-up projects. These projects involved creation of a shallow water habitat of capped dredged material, confined disposal facilities developed into terminal facilities, an in-harbor underwater temporary sediment storage facility, and selective upland disposal.

He also served as Project Manager for sediment characterization studies for the proposed San Francisco International Airport expansion of runways into San Francisco Bay as well as Project Manager for sediment characterizations and ecological risk assessments for the large wetland restoration project at Bolsa Chica. Dredge projects this year have included all the sediment sampling, chemical and biological testing, data evaluation and reporting, including suitability determinations for reuse/disposal alternative for Oceanside, Dana Point, Port of Los Angeles federal channel maintenance, Los Angeles River estuary channels, Huntington Harbor, Port of Richmond, Coast Guard Station Alameda. He has managed multiple year contracts for the U.S. Army Corps of Engineers (Los Angeles, San Francisco, Sacramento Districts), including work in the Sacramento and Stockton Deep Water Ship Channels and the Federal channels in San Diego Bay.

Dr. Kinney has also designed, managed, and carried out hundreds of applied environmental projects in coastal, estuarine, rivers, lakes and ports and harbors. He developed extensive capabilities for contaminated sediment and dredge material studies. Dr. Kinney has also served as a principal investigator on more than 75 NPDES monitoring studies involving effects of point source discharges, such as the Municipality of Anchorage's (MOA) John M. Asplund Wastewater Treatment Facility, as well as other studies involving nonpoint discharges of spills and hazardous materials, such as the T/V *Exxon Valdez* oil spill (EVOS). Kinnetic Laboratories was asked to set up the EVOS monitoring program immediately after the spill including the complicated logistics for working in these coastal areas of Alaska. During the EVOS scientific response, he designed and/or provided doctorate-level support for a variety of programs involving water and sediment quality, fate and effects, and clean-up and treatment efficacy studies. NPDES projects have also been located in Alaska as well as the Lower 48 and have involved major wastewater outfalls for cities such as San Diego, San Francisco, Oakland, and San Jose. He now is working on several coastal desalination projects in California that involve seawater intakes and brine discharges associated with wastewater outfalls or power

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plant cooling water discharges. He also has worked on large power plant marine water intake hydrodynamics and plankton entrainment problems, including the large San Onofre nuclear plant in California. Dr. Kinney was also project manager for the all marine portions of the City of San Diego Clean Water Program. He was chief author of the marine sections of the EIR/EIS along with the oceanographic, water and sediment quality, geophysical, and marine biology studies to determine impacts of the three wastewater outfall alternatives.

**EDUCATION**

Post-Doctorate in Oceanography, Scripps Institution of Oceanography, University of California, San Diego; 1966  
Ph.D., Chemical Engineering; Iowa State University; 1963  
B.S., Chemical Engineering; South Dakota School of Mines; 1957

## MARTY STEVENSON, B.S.

*Principal, Senior Marine Ecologist and Water Quality Biologist*



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### RESPONSIBILITIES

Mr. Stevenson has been a Principal and Senior Staff Biologist with Kinnetic Laboratories, Inc. (KLI) with 38 years of experience with the firm and now serves as a consultant for stormwater monitoring and regulatory issues, including those associated with new NPDES permits and TMDL actions. He specializes in water quality, nonpoint source pollution, and ecological studies in aquatic, estuarine and nearshore marine environments. He serves as project manager for urban stormwater, nonpoint source and NPDES interdisciplinary monitoring studies and as senior scientist in investigations involving general larval and adult fish ecology, population dynamics and toxicology.

### EXPERIENCE

Mr. Stevenson has more than 38 years of experience conducting environmental investigations in coastal urban watersheds and in aquatic, estuarine and marine environments. This experience includes studies in throughout California, Hawaii, and Alaska. He has been KLI's lead biologist for fish and macroinvertebrate population and bioaccumulation studies for most of KLI's NPDES monitoring programs, including several in Alaska.

Mr. Stevenson has been Project Manager for the large City of Long Beach NPDES municipal storm water monitoring program that Kinnetic Laboratories has carried out for the past 13 years. He is highly recognized in California as a leading specialist in water quality and corresponding biological effects, particularly working in coastal watersheds and estuarine environments with storm water runoff and TMDL issues. He has pioneered numerous studies and methods relating to storm water monitoring, toxic linkages to biota, and impacts to receiving waters.

Mr. Stevenson pioneered large storm water monitoring programs when Kinnetic Laboratories developed and implemented the first modern municipal storm water program in California in 1988 for the Santa Clara Valley Urban Runoff Program, followed closely with a similar program for the Alameda County Storm Water Program. Both programs received EPA's Awards of Excellence and were models for the 1991 EPA storm water permit requirements. Innovations he implemented in these early programs included customized instrumentation to allow collection of flow-composited samples yielding pollutant load determinations from land-use areas, use of Teflon and glass to achieve clean sampling and low detection limits necessary to address water quality standards, and early integration of toxicity measurements to address biological effects. Another innovation involved telemetered remote control of stormwater monitoring stations to enable the collection of high quality pollutant load data needed by TMDL regulations by ensuring full storm capture of rain events, including successful use at tidal sites for the City of Long Beach.

A recent application of these approaches with even better equipment and techniques has generated a high quality, nine year time-series data set of particulate and dissolved metal data for the Long Beach Cerritos Channel that has allowed Mr. Stevenson to produce a critical evaluation of the particulate to dissolved metal translators of the EPA (Tetra Tech) models now being used to develop TMDL limits for the Ports of Los Angeles/Long Beach. This evaluation shows that the EPA default CTR translators are not applicable to local urban storm waters which are typified by moderate to high concentrations of suspended sediment (48-1700 mg/L). The default CTR translators are roughly 2.5 times greater for both copper and zinc while the default lead translator is 15 times greater. Even the modified lead translator based upon a hardness of 100 mg/L is over 12 times greater than values based upon the actual monitoring data. Similar assumptions are being applied to the Los Angeles River, the San Gabriel River, and Dominguez Channel TMDLs, though site specific water quality standard studies have been available for the Los Angeles River. Kinnetic Laboratories met with the Water Resources Control Board, USEPA, and their contractor TetraTech with regard to these metal issues. Kinnetic Laboratories is also playing a key part with RBF Consultants in a new National Academy sponsored study of metal storm water discharges into receiving waters and of methods for reduction or treatment appropriate to receiving waters.

Mr. Stevenson holds a B.S. in Zoology and a B.A. in Oceanography from California State University, Humboldt and conducted graduate studies at Moss Landing Marine Laboratories. He specializes in water quality and biological effects in receiving waters. Mr. Stevenson thus has years of experience as a water quality biologist and over 20 years experience as a project manager and senior scientist for stormwater municipal, industrial, and BMP evaluation studies. He was recently selected to serve on an expert review panel to provide technical review for the Caltrans stormwater monitoring program. Like Dr. Kinney, Marty has managed numerous major storm water monitoring programs over the

last 20 years such as Santa Clara, San Mateo, and Ventura County monitoring equipment assistance and is currently managing the City of Long Beach's storm water monitoring program. He has carried out a WERF funded pilot study of bio-indicators in Coyote Creek for Santa Clara. He is currently managing a program designed to assess long-term loads of Persistent Organic Pollutants to Monterey Bay at very low concentrations using pumped absorbent columns at four wastewater dischargers and four rivers entering the Bay, including specially designed sampling buoys moored offshore in the Bay. He recently has finished a treatment train, porous pavement BMP evaluation project for the County of San Diego and worked with Dr. Kinney on quantifying pollutant loads and BMP effectiveness at Pier 100, a new terminal facility at the Port of Los Angeles.

He has performed or participated in a wide range of investigations to support development of sound TMDLs. He provided technical support for the development of data necessary for determination of four trace metal TMDLs in the Eagle River watershed for the Municipality of Anchorage (MOA), Alaska. He has also provided technical support for permit monitoring, BMP, and special studies conducted over the years for the MOA in conjunction with the John M. Asplund Wastewater Treatment Facility. He was also the program manager for a special source study to assist in the process of developing TMDLs for mercury and PCB for San Francisco Bay. This study included identification of sources of mercury, PCBs, and organochlorine pesticides in deposited sediments from urban storm water drainages and comparing them with sediments from rural, open land use areas. In Newport Bay, California, he was program manager in support of Orange County's efforts to develop a bacterial TMDL for Newport Bay; includes literature review, resource surveys, evaluation of current beneficial use of the shellfish resources, and assessment of enhancement methods. He is currently helping the County to develop a Use Attainability Assessment to determine if shellfishing in Upper Newport Bay is an attainable beneficial use. Earlier work involved a multiyear study of fish and shrimp populations and water quality for an impact study of wastewater discharges into South San Francisco Bay, followed by water quality investigations designed to assist in development of the first Water Effects Ratios (WERs) approach for Copper in an estuarine habitat that would allow use of site-specific water quality standards in this shallow estuarine area of the Bay.

Mr. Stevenson has been involved in extensive testing of stormwater BMPs as part of a large study for the California Department of Transportation in Southern California. He is also currently conducting the first study on the West Coast to examine performance of six different porous pavement configurations. This same study is performing parallel testing of four different filtration media in a Media Filtration System. Among the media being tested are media that are expected to improve removal of dissolved metals.

## **EDUCATION**

B.A., Biological Oceanography; California State University, Humboldt; 1974  
B.S., Zoology, California State University, Humboldt; 1974

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

January 11, 2018

## **SECTION NO. 9 – Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance On-Call Professional Services to the Lower San Gabriel River “LSGR”**

### **SUMMARY:**

The LSGR watershed group has requested that GWMA approve the proposal herein attached. This proposal would provide a variety of tasks for the watershed group under the current On-Call Consultant Professional Services Agreement “PSA” with John Hunter & Associates on file.

### **BACKGROUND:**

John Hunter & Associates was retained by GWMA on behalf of the LSGR on October 10, 2013 through a standard PSA. Thereafter, the first amendment was approved by the Board on May 14, 2015 with an expiration of December 31, 2017.

During the past few months, the LSGR group has been working with John Hunter and Associates to develop a proposal for continued work. The proposal outlines 4 tasks to be performed during the period of July 1, 2017 through June 30, 2018 in an amount not to exceed \$785,003, which was collected and authorized by the Chair of the LSGR under the existing PSA. Rather than issuing a second amendment to the standard PSA which expired on December 31, 2017, staff is now recommending that the work be done under the On-Call Consulting agreement with John L. Hunter and Associates, which is on file and is in effect through April 17, 2020.

Per GWMA’s approved Policy for Professional Services, staff is not required to prepare and issue a Request for Proposal because John Hunter & Associates was requested to submit a proposal by the LSGR Group, which is then subject to a majority approval by the GWMA Board.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

## **FISCAL IMPACT**

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment. The funds for this work were collected as part of the annual 2017/18 budget for the LSGR.

## **RECOMMENDATION**

1. Approve the proposal with John Hunter & Associates as presented.
2. Authorize the Executive Office to issue a Notice to Proceed in an amount not to exceed \$785,003 retroactive to July 1, 2017 through June 30, 2018.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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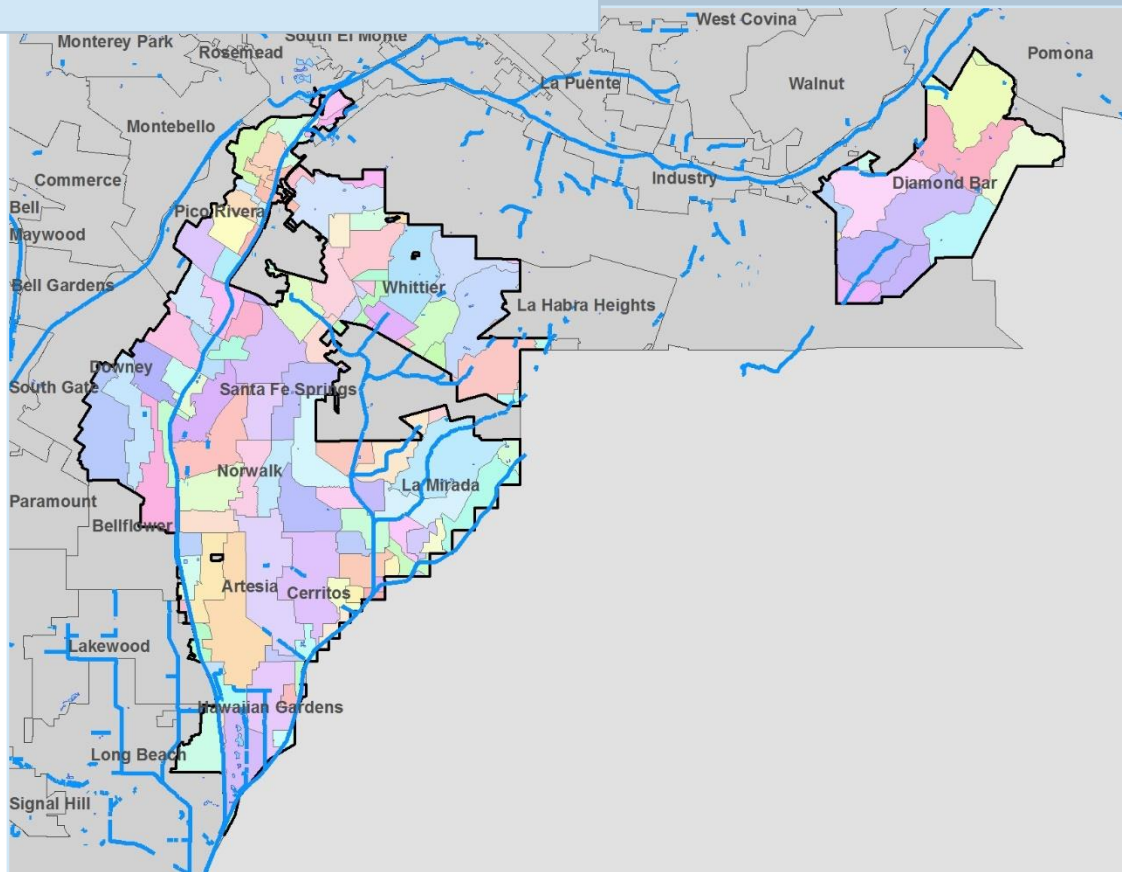
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**January 03, 2018**

## Proposal to Provide CIMP Implementation and WMP/Watershed Management Assistance



Prepared By:

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Prepared For:

Adriana Figueroa, Chair  
Lower San Gabriel River Watershed  
Management Group  
City of Norwalk Administrative Dept.  
12700 Norwalk Blvd  
Norwalk, CA 90650





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## I. Qualifications and Experience

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John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as NPDES, stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, water conservation, and recycling. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

### A. Relevant Firm Experience

Table 1 lists NPDES services currently or recently provided by JLHA. The following are summaries of JLHA's experience related to NPDES Permit compliance.

#### 1. Municipal NPDES Permit Compliance

JLHA has considerable experience in Municipal NPDES Permit compliance programs, beginning with the inception of the Phase I MS4 Permits in the 1990s. Currently JLHA implements elements of such programs for **45** cities in the Southland. Services include the following:

- **25** cities and **4** watershed groups: Program administration and/or technical support,
- **32** cities: Field services such as BMP compliance inspections,
- **23** cities: Plan review and approval (e.g., SUSMP/LID Plans, WQMPs, and SWPPPs),
- **32** cities and **3** watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- **32** cities and **3** watershed groups: Staff training.

Relevant and recent activities include:

- Representing cities in MS4 NPDES audits conducted by Regional Water Board staff:  
Seal Beach, 2015 (and 2010, 2006) | Stanton, 2014 (and 2010)
- Obtaining and administering a Prop 84 grant for multi-watershed/multi-jurisdictional LID projects.
- Managing BMP inspection programs that cover in total approximately **10,000** sites.
- Developing **4** Watershed Management Programs under the area-wide LA MS4 NPDES Permit.

JLHA also served as the lead consultant for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), City of Long Beach, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel (LCC) Watershed Group. As part of WMP development, JLHA also oversaw the development of Coordinated Integrated Monitoring Programs (CIMPs) for the LLAR, LSGR, and Peninsula Cities Watershed Groups. All plans were approved by the Regional Board in 2015 and 2016. Together the member agencies of these Watershed Groups represent **20** MS4 NPDES Permittees.

JLHA serves as the current consultant team lead for the LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, watershed annual reporting, technical committee meetings, and certain WMP implementation efforts such as feasibility studies. In this capacity JLHA also regularly interfaces with city councils and Regional Board staff and members. JLHA also represents a number of municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel and Los Cerritos Channel.

**Table 1: Summary of Municipal NPDES Services Recently or Currently Provided**

Client	First year of service	Years of service	MS4 Permit Control Measures						Watershed				General Services			
			Development	Construction	Municipal Activities	Industrial/Commercial	Illicit Discharge Detection	Public Outreach	Watershed Plan Development	Watershed Plan Implementation	Monitoring	Studies	Reporting	Training	Grants	Program Mgmt. or Support
Arcadia	1995	22	..	x	x	x	x	x	..	..	..	x	x	x	..	..
Artesia	2014	3	..	x	x	x	x	x	..	x	..	..	x	x	..	x
Big Bear Lake	2004	13	..	..	..	x	x	..	..	..	..	..	x	..	..	..
Buena Park	2010	7	x	..	..	..	..	..	..	..	..	..	..	..	..	..
Carlsbad	2016	..	..	..	..	..	..	..	..	..	..	..	..	x	..	..
Cerritos	2015	2	..	x	..	..	..	..	..	..	..	..	..	..	..	..
Covina	2008	9	x	x	..	x	..	..	..	..	..	..	..	x	..	..
Diamond Bar	2007	10	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Downey	2011	6	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Fullerton	2017	<1	..	..	..	..	..	..	..	..	..	..	x	x	..	x
Glendale	2013	4	..	..	x	..	..	..	..	..	..	x	x	x	..	x
Gateway Water Mgmt. Authority	2012	5	..	..	..	..	..	..	..	..	..	..	..	..	x	..
Hawaiian Gardens	2012	5	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Hawthorne	2000	17	..	x	x	x	x	x	..	..	..	..	x	x	..	x
Inglewood	2015	2	..	..	..	x	..	x	..	..	..	..	x	x	..	x
La Habra	2011	6	x	x	x	x	x	x	..	..	..	..	x	..	..	x
Lakewood	2014	2	..	..	..	x	..	..	..	..	..	..	..	..	..	..
Lomita	2015	2	..	x	x	x	x	x	..	x	..	..	x	x	..	x
Long Beach	2014	3	..	..	..	x	..	..	x	..	..	..	x	x	..	..
LCC Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	..	x	..	x
LLAR Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	x	..	x
LSGR Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	x	..	x
Lynwood	2014	3	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Manhattan Beach	2010	7	..	..	x	x	..	..	..	..	..	..	..	..	..	..
Monterey Park	2005	12	x	x	x	x	x	x	..	x	..	x	x	x	x	x
Norwalk	2010	7	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Paramount	2014	3	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Pasadena	2015	2	x	..	..	x	..	..	..	x	..	..	x	x	..	x
Peninsula Watershed Group	2013	4	..	..	..	..	..	..	x	x	x	..	x	..	..	x
Placentia	2013	4	x	x	x	x	x	..	..	..	..	..	x	x	..	x
Rancho Palos Verdes	1994	23	x	x	x	x	x	x	..	x	..	..	x	x	..	x
Rolling Hills	2009	8	..	..	..	..	..	..	..	..	..	x	x	..	..	..
Santa Fe Springs	2016	1	x	x	..	..	..	..	..	..	..	..	..	..	..	..
San Gabriel	2017	<1	..	..	x	..	..	x	..	..	..	..	x	x	..	x
Seal Beach	2005	12	x	x	x	x	x	x	..	..	..	..	x	x	x	x
Signal Hill	1985	32	x	x	x	x	x	x	..	x	..	x	x	x	..	x
South El Monte	2017	<1	x	..	x	x	x	x	..	x	..	x	x	x	..	x
South Gate	1991	26	x	x	x	x	x	x	..	x	..	x	x	x	x	x
South Pasadena	2005	12	..	x	x	x	..	x	..	x	..	x	x	x	..	x
Stanton	2007	10	x	x	x	x	x	x	..	..	..	..	x	x	x	x
Temple City	2003	14	x	x	x	x	x	x	..	x	..	x	x	x	..	x
Villa Park	2013	4	x	x	x	x	x	x	..	..	..	..	x	x	..	x
West Covina	2015	2	x	x	x	x	x	x	..	x	..	..	x	x	..	x
West Hollywood	1995	22	x	x	x	x	x	..	..	..	..	x	..	x	..	..
Whittier	2014	3	..	x	x	x	x	x	..	x	..	..	x	x	..	x
<b>TOTALS out of 45 agencies</b>			<b>23</b>	<b>27</b>	<b>28</b>	<b>32</b>	<b>25</b>	<b>25</b>	<b>5</b>	<b>22</b>	<b>4</b>	<b>10</b>	<b>35</b>	<b>35</b>	<b>5</b>	<b>32</b>

## B. Track Record

JLHA has aided municipalities in compliance with NPDES MS4 Permit provisions since their first issuance in the 1990s. Since that time JLHA has maintained a track record of meeting project schedules. This may be evidenced by direction communication with existing clients, such as those listed in the References Section. Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions. JLHA's success in meeting project schedules is also evident in its existing clients' previous NPDES annual reports, which tabulate program deliverables such as inspections, plan checks, and TMDL reporting.

## C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 9 field inspectors and project analysts, and 2 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. JLHA will subcontract Richard Watson & Associates, Inc. (RWA) and Kinnetic Laboratories, Inc. (KLI) for additional support and monitoring, respectively. The key staff listed in the following section will be available to provide any requested services.

## D. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 2 lists specialized credentials that are held by JLHA staff. The experience, credentials and education of the key staff members and subcontractors (RWA and KLI) are included in the Resumes section of the Appendix.

**Table 2: Specialized Credentials held by JLHA Staff**

Credential	Credential Description
<b>CPSWQ</b>	Certified Professional in Stormwater Quality
<b>CPESC</b>	Certified Professional in Erosion and Sediment Control
<b>CESSWI</b>	Certified Erosion, Sediment and Stormwater Inspector
<b>QSD</b>	Qualified SWPPP Developer (Construction)
<b>QSP</b>	Qualified SWPPP Practitioner (Construction)
<b>QISP</b>	Qualified Industrial Stormwater Practitioner
<b>CGP ToR</b>	Trainer of Record for the NPDES Construction General Permit
<b>IGP ToR</b>	Trainer of Record for the NPDES Industrial General Permit

## E. Proposed Team

Table 3 lists the roles of the Project Team. Qualifications of the Project Team are included under the Resume section.

**Table 3. Project Team Roles**

	Project Title	Team Member Information	
Core Team	Principal-in-Charge/ Project Manager	Name	<b>John Hunter, PE</b>
		Roles	Point-of-contact, project oversight
	Assistant Project Manager	Name	<b>Michelle Stafffield, MSE, CPSWQ, QSD/P</b>
		Roles	Point-of-contact and watershed management project delivery
	Assistant Project Manager	Name	<b>Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR</b>
		Roles	Point-of-contact, project development
	Assistant Project Manager	Name	<b>Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR</b>
		Roles	Point-of-contact, project development
	Monitoring Lead	Name	<b>Pat Kinney, PhD (subcontractor KLI)</b>
		Roles	Point-of-contact and CIMP project delivery
Extended Team	Field Operations Manager	Name	<b>Jose Rodriguez, CESSWI, QSP, QISP</b>
		Roles	Supervise outfall screening program and illicit discharge response
	Senior Engineer	Name	<b>Michelle Kim, MSE, CPSWQ, QSD/P</b>
		Roles	Project development, engineering
	Staff Engineer	Name	<b>Rosalinda Tandoc, PE</b>
		Roles	Project review, engineering
	Watershed Planning	Name	<b>Richard Watson (Subcontractor RWE)</b>
		Roles	As-needed watershed management planning

## F. References

Table 4 is a list of JLHA clients that receive services similar to those listed in the Table 1. The table includes contact information and the relationship between key staff listed in this proposal and services provided to the referenced client. Additional references are available at the request of the City.

**Table 4: References**

Client	Data Field	Reference Information
Downey	Name/Title	Mohammad Mostahkami, Director of Public Works
	Address	11111 Brookshire Ave, Downey, CA 90241
	Phone/email	(562) 904-7102, mmostahkami@downeyca.org
Long Beach	Contact/Title	Melissa You, Stormwater Coordinator
	Address	333 W Ocean Blvd, Long Beach, CA 90802
	Phone/email	(562) 431-2527, melissa.you@longbeach.gov
Seal Beach	Contact/Title	Steve Myrter, Public Works Director
	Address	211 8th Street, Seal Beach, CA, 90740
	Phone/email	(562) 431-2527, smyrter@sealbeachca.gov
Signal Hill	Contact/Title	Grissel Chavez, Deputy Director of Public Works
	Address	2175 Cherry Avenue, Signal Hill, CA 90775
	Phone/email	(562) 989-7251, gchavez@cityofsignalhill.org
South Gate	Contact/Title	Arturo Cervantes, Public Works Director
	Address	8650 California Ave, South Gate, CA 90280
	Phone/email	(323) 563-9512, acervantes@sogate.org
Stanton	Contact/Title	Allan Rigg, Director of Public Works
	Address	7800 Katella Ave, Stanton, CA 90680
	Phone/email	(714) 890-4204, arigg@ci.stanton.ca.us

## II. Scope of Work

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JLHA welcomes the opportunity to provide professional watershed management and CIMP implementation services to the Lower San Gabriel River Watershed Management Group (WMG). This section details the work plan for completing the scope of work requested by the Group. The term for the scope of work is July 1, 2017, to June 30, 2018, which concludes the scope of work already prepared for and approved by the WMG in April 2017. The estimated costs for 2017-2018 is included in Table 5.

### A. Watershed Management

This section describes tasks related to watershed management activities outside of CIMP implementation and WMP assistance, which are addressed in the subsequent sections of this Scope of Work.

#### 1. Watershed Management Group administration

JLHA will facilitate regular meetings and communication between WMG members, Regional and State Water Boards, and other watershed groups and stakeholders, which are critical to the tasks outlined in this scope of work. This task will include holding bimonthly meetings of the watershed group's technical committee, as well as scheduling, coordination, and preparing agenda and meeting minutes. Also included in this task is the development of MOA/MOU cost-shares for WMP and CIMP implementation activities.

#### 2. ROWD follow-up and MS4 Permit negotiations

The LSGR ROWD was submitted in June 2017, and the current MS4 Permit expires December 28, 2017. Within the term of the scope of work, the Regional Board may provide comments on the ROWD that warrant a response from the watershed group. In addition, the WMG may wish to provide comments and/or negotiate with Regional Board staff on the next draft MS4 Permit, which could be released within the term of the scope of work. A budgetary allotment is included for these services.

#### 3. Subcontracted watershed management support services

Additional support for the tasks listed in this section will be conducted by subcontractor Richard Watson & Associates, Inc. (RWA). RWA's relevant company information is included in the Resumes section of this proposal and their estimated cost is incorporated into the Cost Proposal.

## B. Coordinated Integrated Monitoring Program Implementation and Reporting

The Coordinated Integrated Monitoring Program (CIMP) was approved by the Regional Board during the summer of 2015. The watershed is required to continue implementing the CIMP.

### 1. CIMP monitoring

The CIMP and Harbor Toxics TMDL monitoring will be conducted by subcontractor Kinnetic Laboratories, Inc. (KLI). KLI's relevant company information is included in the Resumes section of this proposal and their estimated cost to provide monitoring services is included as a separated expense in the Cost Proposal. Activities under this task include:

- Site evaluation (if necessary)
- Equipment procurement, station installation, and permitting at or near GR1
- Dry and wet weather sampling following LSGR CIMP protocol. This will also include existing monitoring required under the Harbor Toxics TMDL.
- Analysis and reporting, including the Watershed Annual Report
- Meetings with Regional Board or other applicable agencies and stakeholders
- Preparation of extension agreement for monitoring laboratory

### 2. Source investigations

The first round of source investigations was completed in 2017. Additional outfall screening and source investigations may be required within the timeframe of the scope of work. A budgetary allotment is included for this service. GIS services may be provided by JLHA or subcontractor.

### 3. Annual Watershed Report and Semi-annual monitoring reports

KLI will prepare and submit the semi-annual CIMP water quality monitoring results required by the MS4 Permit Monitoring and Reporting Program. JLHA and KLI will prepare the Annual Watershed Report for the MS4 NPDES Permit. This will include collecting and assembling data from individual entities using the County's WRAMPS reporting system.

The Watershed Annual Report will include a first draft at least one month prior to final submittal to the Regional Board. The scope of work deadlines are dependent upon timely responses (less than one month) from individual entities. Although JLHA will endeavor to prepare an Annual Report that complies with the requirements of the Regional Water Quality Control Board, the Board's assessment of the Report in terms of MS4 NPDES Permit compliance depends on the information provided by the individual WMG members.



### C. WMP/MS4 Permit Assistance

WMP/MS4 Permit assistance tasks are included in this section of the scope of work.

#### 1. Corridor Study

This task is to prepare concept design reports for two (2) high tier potential projects investigated through the Corridor Study. The task will require subcontractor assistance.

#### 2. MS4 Permit Assistance

Should the next MS4 Permit be approved within the time frame of the proposed work, JLHA is available to review, evaluate, and provide technical summaries on the approved Permit.

#### 3. Training

JLHA is available to provide MS4 NPDES training on relevant topics agreed upon by the WMG, such as LID, green streets, construction BMPs, source investigations, and annual reporting.

#### 4. Other WMP Assistance

JLHA is available for other WMP assistance activities not listed in this section as agreed upon by the WMG and JLHA.

### D. Additional Support Services

This proposal includes CIMP implementation and activities and WMG administration, with WMP implementation the responsibility of the individual group members. However the watershed group may request assistance with some watershed-wide activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. Tasks will be initiated as directed by the WMG.

### III. Fees

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#### A. Rate Schedule

Principal	\$165/hr
Director	\$165/hr
Staff Engineer	\$165/hr
Project Manager	\$135/hr
Assistant Project Manager	\$135/hr
Project Engineer	\$135/hr
Environmental Compliance Specialist II	\$115/hr
Project Analyst II	\$115/hr
Environmental Compliance Specialist I	\$95/hr
Project Analyst I	\$95/hr
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Subcontracted equipment	Cost + 5%

**B. Estimated Not-to-Exceed Fee Proposal**

The not-to-exceed cost for this project is included in the following table. A detailed breakdown of this cost is included on the following page.

**Table 5: Estimated Costs from July 1, 2017, to June 30, 2018**

Task	Hours	Rate	Cost	Subtotal
Watershed Management				\$126,415
Communication with LSGR members, Regional and State Boards, other Watershed Groups; review regulations and technical reports	200	\$165	\$33,000	
	180	\$135	\$24,300	
	140	\$115	\$16,100	
Additional support services as directed by the Watershed Group	LSE*	LSE	\$20,000	
ROWD follow-up to June 2017 submittal and new MS4 Permit negotiations	56	\$165	\$9,240	
	65	\$135	\$8,775	
Subcontracted support (RWA)	LSE	LSE	\$15,000	
CIMP				\$447,805
Monitoring - Subcontracted to KLI Monitoring, Less Harbor Toxics (will be addressed separately) Annual CIMP revisions, Annual and semi-annual reporting Review data from adjacent watershed and agencies"	LSE	LSE	\$372,000	
Review Monitoring Program Deliverables, communication with agencies	8%		\$29,800	
Source Investigation – Non-stormwater Outfall based monitoring and screening report and further investigation of priority outfalls	25	\$165	\$4,125	
	40	\$135	\$5,400	
	30	\$115	\$3,450	
Subcontracted GIS			\$3,025	
Annual Watershed Report – Collect and assemble annual report data from individual entities, WRAMP module I, and submit	80	\$165	\$13,200	
	64	\$135	\$8,640	
	71	\$115	\$8,165	
Review and Evaluate Minimum Control Measures				\$85,275
Source Controls, Operations Controls and Customization of MCMs	125	\$165	\$20,625	
	200	\$135	\$27,000	
	110	\$115	\$12,650	
Update WRAMPS (Development/redevelopment effectiveness tracking) database with agency supplied information (County to release database summer 2017)	LSE		\$25,000	
WMP Workplan				\$78,375
Coordinate pursuit of WMP and Alternate compliance options Joint Training events, upon request Implementation of Adaptive Management measures Review deliverables from participating agencies (WRAMP module II) Continued development of Corridor Strategy Continued onsite feasibility testing (three sites)	80	\$165	\$13,200	
	155	\$135	\$20,925	
	150	\$115	\$17,250	
Continued onsite feasibility testing (three sites)	3	\$9,000	\$27,000	
Technical Committee				\$23,550
Schedule and prepare agenda and summary notes for 6 meetings, prepare regular updates on relevant regulations, grant opportunities, and workshops; participating in opportunities for collaboration and education of non-City entities.	60	\$165	\$9,900	
	50	\$135	\$6,750	
	60	\$115	\$6,900	
<b>Subtotal</b>				\$761,420
<b>GWMA 3.1% Administration Fee</b>				\$23,603
<b>TOTAL</b>				<b>785,003</b>

\* LSE: Lump sum estimate

## Appendix A: Resumes

---

The following section includes the resumes and certifications of key personnel.

## John L. Hunter, PE

*Principal*

### **Education**

B.S. Chemical Engineering, CSULB  
B.S. Biological Sciences, UCI

### **Certifications and Licenses**

CA Professional Chemical Engineer, 4724  
CA Registered Environmental Assessor, 0900  
CA Hazardous Substance Removal, A3382  
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has 31 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling

programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

### **Related Experience**

#### Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

#### Total Maximum Daily Loads

*Los Angeles River Metals TMDL*: Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

*Los Angeles River Trash TMDL*: Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

#### MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

#### Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

**Education**

M.S., Applied Mathematics, CSULB

B.S., Physics, CSULB

**Certifications**

CPSWQ, Envirocert (#0842)

QSD/QSP, CASQA (#22706)

IGP Trainer of Record, CASQA (#079)

**Affiliations**

Phi Beta Kappa Society

Society for Industrial &amp; Applied Math

**Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR***Director*

Cameron McCullough has thirteen years of experience in the environmental compliance field, specializing in surface water quality regulation. His experiences include managing the development and implementation of municipal NPDES, TMDL, and FOG Control programs, assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

Municipal NPDES Permit Management: Mr. McCullough serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. Permits managed include the NPDES stormwater permits—MS4, IGP, CGP—as well as non-stormwater permits and related orders such as those for drinking water system releases and sanitary sewer overflows. Permit programs address (1) stormwater quality for construction, industrial, and municipal activities and post-construction BMPs for development activities, (2) non-stormwater discharges to and from the MS4, (3) TMDLs for water bodies impaired by trash, metals, toxics, and bacteria, and (4) surface water quality monitoring. Through his program management activities, he has developed qualifications that meet those required to serve as the Project Manager for this project. Specific examples of these qualifications include:

- Serving as a Project Manager for contracted MS4 NPDES Program assistance for local cities. (Lomita, Glendale, Hawthorne, Monterey Park, Placentia, Stanton, Temple City, Villa Park, West Covina, and West Hollywood.) Responsibilities include serving as project point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing the client in interactions with regulators and watershed groups.
  - Through these projects Mr. McCullough has served as Project Lead to all subordinate members of the team for this project. As such the team has developed a track record of working together effectively.
- Representing cities in MS4 NPDES Permit compliance audits from the Regional Water Quality Control Board. (Seal Beach 2006, 2010, Stanton 2010, 2014, Big Bear Lake 2007.)
- Developing 1) watershed-based compliance plans for wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash (Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds: 2013-2016), 2) municipal Stormwater Quality Management Programs (Stanton 2011, Villa Park 2015) and 3) SWPPPs (Downey, Norwalk, Lynwood, Pico Rivera, West Covina: 2011-2016).
- Leading hundreds of municipal training sessions in MS4, IGP, CGP, and Drinking Water System NPDES Permits, as well as SSO spill response and FOG control. (26 municipal clients from 2004-2016, covering 3 State Water Board Regions and 5 Phase I MS4 Permits.)

Watershed Management: Mr. McCullough served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included identifying water quality priorities, evaluating existing control measures, developing new control measures and compliance schedules, and providing quantitative reasonable assurance to attain water quality standards. He has also lead multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach.

Through representation of municipal clients' stakeholder interests, Mr. McCullough has also participated in the development of watershed management programs and monitoring programs for the Los Cerritos Channel, Dominguez Channel, Upper Los Angeles River, and Upper San Gabriel River (2013-present).

**Michelle Kim, MSE, EIT, CPSWQ, QSD**  
*Water Resources Engineer*

**11 Years of Experience in Water Quality**

**Education**

M.S., Civil Engineering, Loyola Marymount  
B.S., Environmental Science, UC Berkeley  
B.A., Public Health, UC Berkeley

**Certifications**

EIT #141554, NCEES  
CPSWQ, Envirocert (#1134)  
QSD, CASQA (#26504)  
Grade 3 Laboratory Analyst #130133001, CWEA

Michelle Kim has eleven years of experience in the water quality industry, which includes potable water, wastewater, and storm water. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, and TMDL compliance. She is involved in the development and review of Water Quality Management Plans (WQMPs), Low Impact Development (LID) Plans, and Standard Urban Stormwater Mitigation Plans (SUSMPs). Michelle's past experience includes work with the Orange

County Sanitation District involving treatment processes, laboratory analyses, and monitoring of wastewater and source control.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, and South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including review of Bacteria TMDL monitoring data for Jurisdiction 7 of the Santa Monica Bay, reconsideration of the Machado Lake nutrients TMDL, and preparation of the final compliance report for the Machado Lake Trash TMDL.
- Assisting in MS4 Permit Project Management for the Cities of Hawthorne, Lomita, and Rancho Palos Verdes. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.
- Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Palos Verdes Peninsula Watershed Management Group.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.



**Michelle Stafffield, MSE, EIT, CPSWQ***Water Resources Engineer***10 Years of Experience in Water Quality****Education**

M.S., Civil Engineering, Loyola Marymount

B.S., Ecology, Behavior, &amp; Evolution, UCSD

**Certifications**

EIT #141553, NCEES

CPSWQ, Envirocert (#1136)

Michelle Stafffield has managed a variety of water quality improvement programs throughout Southern California. Her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management, planning and land development, TMDL compliance, public information and participation, and representing clients at meetings. She is also involved in the development and review of Water Quality Management Plans (WQMPs),

Standard Urban Stormwater Mitigation Plans (SUSMPs), and Watershed Management Programs.

Her current responsibilities include providing municipal NPDES plan checking services, conducting BMP verification and maintenance inspections, representing clients in meetings, and assisting in the implementation of Watershed Management Programs.

Michelle's client-specific responsibilities at JLHA include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Diamond Bar, Downey, Monterey Park, Norwalk, Pasadena, Santa Fe Springs, Signal Hill, South Gate, and West Hollywood.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Seal Beach, and Stanton. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP inspections for the City of West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports.
- Assisting in MS4 Permit Project Management for the Cities of South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other NPDES-related meetings and hearings, and preparing the Individual Annual Report.

Assisting in Project Management of Watershed Management efforts under the LA County area-wide MS4 Permit. (Lower Los Angeles River and Lower San Gabriel River Watershed Management Groups.) Tasks include administering meetings, managing subcontractors, and preparing the watershed Annual Report.

**Jose Rodriguez, CESSWI, QSP**  
*Field Operations Manager*

**Education**

B.S., Biology, UCI

**Certifications and Training**

CESSWI, Envirocert (#2830)

QSP, CASQA (#22917)

40 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Jose Rodriguez has worked with John L. Hunter & Associates in the environmental compliance fields of NPDES, FOG and Industrial Waste Control for ten years. His relevant experiences and tasks include implementing NPDES municipal permit provisions such as industrial/commercial inspections, illicit discharge detection and elimination, construction inspections, public education, public agency inspections, TMDL compliance, municipal staff training and completing annual reports. He has experience in conducting outfall screening and monitoring for non-storm water discharges in both the Lower Los Angeles River and the Lower San Gabriel River. In total, Mr. Rodriguez has conducted several thousand inspections for

agencies such as Stanton, Seal Beach, South Gate, Hawthorne, South El Monte, Arcadia and the Orange County Sanitation District.

**Related Experience**

Inspection Services

Mr. Rodriguez supervises field activities at JLHA, including inspection work to verify compliance with state and local environmental regulations. This includes MS4 NPDES Permit compliance inspections at commercial facilities such as restaurants and nurseries, NPDES-permitted industrial and construction sites, municipal facilities, and new developments. (New developments are inspected to verify proper post-construction BMP installation and maintenance verification.) He also oversees Industrial Waste and Fats, Oils, and Grease (FOG) Control BMP/pretreatment device inspections, as well as Clean Bay Restaurant (CBR) inspections. The CBR program incorporates elements of NPDES, FOG, and waste management.

In addition to supervising field staff, Mr. Rodriguez has conducted thousands of inspections through his tenure with JLHA. Clients include South Gate, Signal Hill, Downey, Paramount, and Manhattan Beach. In 2014 he represented the City of Stanton in a State compliance audit of the City's Industrial/commercial facility inspection program. The State auditors did not find program deficiencies.

Monitoring Services

Mr. Rodriguez supervises source investigations for outfalls with dry weather flows in both Orange and LA Counties. (OC Clients: Stanton, Seal Beach, Placentia, La Habra, Villa Park.) Within LA County, this work included the initial source identification work for the Lower San Gabriel River, Lower Los Angeles River, and Peninsula Cities Watershed Groups. Together these Groups represent twenty cities. He has also conducted stormwater sampling following the requirements of the Industrial General Permit (South Gate) and supervised trash generation monitoring studies as required by the LA River Trash TMDL. (Monterey Park, Glendale, South Pasadena, Temple City.)

Planning and Reporting

Mr. Rodriguez prepares NPDES annual reports for Industrial General Permit (IGP) facilities (West Covina, South Gate, Norwalk) as well as MS4 Permittees throughout Orange and LA County. As part of the MS4 Annual Report, he has prepared outfall screening reports. He has also developed Industrial SWPPPs for the Cities of Norwalk and South Gate.

**Hugo Garcia, CESSWI, QSP**  
*Environmental Compliance Specialist II*

**Education**

B.S., Environmental Science, UCR

**Certifications and Training**

CESSWI, Envirocert (#4769)

QSP, CASQA (#26091)

Professional Certificate in GIS

24 Hour HAZWOPER

Basic Inspector Academy, Cal EPA

Spanish fluency

Hugo Garcia has five years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include MS4 compliance of the Public Information and Participation, Industrial/Commercial, Construction, Public Agency, Illicit Connections and Illicit Discharge Elimination Programs. In addition, he provides assistance with TMDL implementation and serves as the GIS Specialist providing spatial analysis to clients in the Los Angeles and Orange counties.

**Recent Experience and Project Qualifications**

Mr. Garcia currently serves as an Environmental Compliance Specialist II whose responsibilities include field compliance inspections for local cities (Inglewood, La Habra, Pasadena, South Gate, and Whittier), and assisting in the implementation of Watershed Management Programs. Specific examples of these and past qualifications include:

- Conducting over 1,000 Industrial, Commercial (i.e. auto, restaurant, nursery), and Construction NPDES compliance inspections
- Assisting with the implementation of the Trash TMDL DGR Study and reporting through the LA River Watershed
- Assisting with the development of a Stormwater Pollution Prevention Plan (SWPPP) for both Signal Hill and West Covina facilities, as required by the State's Industrial General Permit (IGP).
- Developing and maintaining GIS data for Los Angeles and San Gabriel watersheds and clients of 1) MS4 Outfalls with and without Non-Stormwater Discharges, 2) retrofitted catch basin storm drain systems, and 3) potential sites for multi-agency, multi-watershed low impact development (LID) regional projects
- Reviewing plumbing plans for new and existing Industrial Waste/FOG sites in Arcadia, Signal Hill, South El Monte, South Gate, and Stanton

**Rosalinda Tandoc, PE**  
*Staff Civil Engineer*

**Overview**

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

**Education**

Master of Science in Civil Engineering  
*California State University, Long Beach*

**Certifications and Licenses**

CA Registered Civil Engineer

**Related Experience****With JLHA  
(Starting 2006 )**

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

**Prior Experience:**

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

**Personal Advancement Courses**

Engineering Management  
Communication  
Diversity Training  
Business and English Writings  
Supervisory Management

**Achievements/Volunteer Works**

Outstanding Woman of 1998, City of Cerritos  
Greater Long Beach Girl Scout Council  
Cerritos Senior Center, City of Cerritos  
St. Linus Parish, Norwalk, CA  
Cathedral of Our Lady of the Angels, Los Angeles

## **RICHARD WATSON & ASSOCIATES, INC.**

Richard Watson & Associates, Inc. (RWA) was formed in July 1993 as an urban and regional planning firm with specialties in development services, stormwater quality, and strategic planning. RWA works independently and in collaboration with other firms and consulting associates to provide planning and problem-solving services for public and private sector clients. RWA excels in assembling experts from complementary disciplines to form unparalleled project teams. The firm has extensive experience with Southern California development and stormwater quality issues, including MS4 permits and Total Maximum Daily Loads (TMDLs.)

In recent years, RWA has emphasized stormwater quality services, especially for public sector clients. From 1997 to 2008, RWA was a member of the RBF Consulting on-call consulting team to Caltrans. In this capacity, the firm assisted in siting pilot retrofit best management practices (BMPs) at 33 locations in Caltrans District 7 (Los Angeles County) and District 11 (San Diego County) to determine the cost-effectiveness and water quality benefits of structural BMPs when retrofitted into existing facilities.

Richard Watson & Associates is incorporated in California as an S-corporation. FEIN: 33-0893230.

Its principal office is located at:

21922 Viso Lane  
Mission Viejo, California 92691-1318

RWA includes four staff. In addition to Mission Viejo, RWA has employees operating out of Rancho Santa Margarita, California and Santa Monica, California who may be working on this project. The key staff member responsible for work on this contract and the primary contact for this contract will be:

Richard Watson  
21922 Viso Lane  
Mission Viejo, CA 92691-1318  
Phone: 949-855-6272

Richard Watson & Associates is uniquely qualified to provide the services described in the RFP for this project because of its broad range of stormwater quality experience dating back to September 1990. Richard Watson has been an active participant in the California Stormwater Quality Association and its predecessor organization, the Stormwater Quality Task Force, since January 1991. He has been actively involved addressing stormwater quality issues in Los Angeles County since 2001 and testified extensively on many of the TMDLs that impact the City of Long Beach and on the development and adoption of the 2012 Los Angeles Area MS4 Permit upon which the 2014 Long Beach Permit was based. In Addition, RWA has worked closely John L. Hunter & Associates as well as with the City of Long Beach and other municipalities in the preparation of the three Watershed Management Programs (WMPs) that cover portions of the City of Long Beach. Familiarity with these WMPs will make it easier to prepare a Master Watershed Management Program that is similar in structure to the existing WMPs in order to reduce costs and maintain a consistent format.

Below are references from similar projects performed by RWA, including services consistent with the project described in the RFP. Following these references is the resume for Richard Watson.

**LOS CERRITOS CHANNEL WMP:** Richard Watson & Associates has served as the lead consultant for preparation of the Los Cerritos Channel Watershed Management Program since October 2013. RWA developed the WMP plan with the assistance Eckersall LLC, John L. Hunter & Associates, Inc., and Kinnetic Laboratories Incorporated. RWA also coordinated development of a Coordinated Integrated Monitoring Program by Kinnetic Laboratories, Inc. and development of a Reasonable Assurance Analysis by Tetra Tech, Inc. and Paradigm Environmental, Inc.

Anthony G. Arevalo, Stormwater/Environmental Compliance Officer  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802  
Phone: 562-570-6023  
[Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

**LOWER LOS ANGELES RIVER WMP:** Since November 2012, RWA has been part of the John L Hunter & Associates team that was assembled to prepare a Watershed Management Program for the Lower Los Angeles River. RWA assisted with source control and other implementation strategies.

John Hunter  
John L. Hunter & Associates, Inc.  
6131 Orangethorpe Avenue, Suite 350  
Buena Park, CA 90620  
Phone: 562-802-7880 ext. 225  
[jhunter@jlha.net](mailto:jhunter@jlha.net)

**LOWER SAN GABRIEL RIVER WMP:** Since July 2012, RWA has been part of the John L Hunter & Associates team that was assembled initially to assist the Coyote Creek and San Gabriel River Reach 1 Technical Committee in compliance with the requirements of the San Gabriel River Metals TMDLs. With the adoption of the new Los Angeles Area MS4 Permit, the team was directed to prepare a Watershed Management Program for the Lower San Gabriel River and Coyote Creek. RWA developed and negotiated the Implementation Schedule that was included in a Basin Plan Amendment to establish an overall Implementation Plan and Implementation Schedule for the EPA-established Metals TMDLs. RWA also assisted with source control and other implementation strategies.

John Hunter, President  
John L. Hunter & Associates, Inc.

6131 Orangethorpe Avenue, Suite 350  
Buena Park, CA 90620  
Phone: 562-802-7880 ext. 225  
[jhunter@jlha.net](mailto:jhunter@jlha.net)

**LOS ANGELES RIVER JURISDICTIONAL GROUP 1 METALS TMDL IMPLEMENTATION PLAN:** From November 2009 through October 2012, RWA was part of the John L. Hunter & Associates team for the development and implementation of the Los Angeles River Jurisdictional Group 1 Metals TMDL Implementation Plan. RWA was responsible for the source control and implementation schedule portions of the implementation plan and provided editorial services.

John Hunter, President  
John L. Hunter & Associates, Inc.  
6131 Orangethorpe Avenue, Suite 350  
Buena Park, CA 90620  
Phone: 562-802-7880 ext. 25  
[jhunter@jlha.net](mailto:jhunter@jlha.net)

**COALITION FOR PRACTICAL REGULATION:** From 2001 to 2012, RWA served as Stormwater Quality Consultant to the Coalition for Practical Regulation (CPR), an ad-hoc group of approximately 40 small and medium-sized cities in Los Angeles County that came together to address stormwater quality issues. This project is relevant to development of a Master Watershed Management Program because RWA provided a broad range of analytical and advocacy services to CPR. Much of the work for CPR involved TMDLs, Basin Plan Amendments, the Triennial Review process, the State Water Board's Blue Ribbon Panel process, and re-issuance of area-wide municipal stormwater permits. RWA provided extensive analysis and evaluation of regulatory documents and preparation of formal written comments to the Los Angeles Regional Water Quality Control Board and the State Water Resources Control Board. CPR assignments also included negotiations with Water Board staffs and testimony before both the Regional Water Board and the State Water Board. RWA also evaluated BMPs for TMDL implementation, prepared reports, coordinated with member cities and their consultants, and coordinated with the City of Los Angeles and the County of Los Angeles.

Ken Farfsing, City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90775  
Phone: 562-989-7302  
[kfarsing@signalhill.org](mailto:kfarsing@signalhill.org)





Richard Watson

### EDUCATION

Stanford University

UCLA

University of Alberta

### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (A.I.C.P.)

American Planning Assn.

Building Industry Assn. of Southern California

California Building Industry Assn.

California Planning Roundtable

California Stormwater Quality Association (CASQA)

International Erosion Control Assn.

National Assn. of Home Builders

Urban Land Institute

Water Environment Federation

### CONTACT:

949.855.6272

[rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com)

## RICHARD WATSON, A.I.C.P., President

Richard Watson is a geographer/planner with over 34 years of professional planning experience and over 23 years of experience in stormwater quality management, making him a valuable asset in navigating this complex regulatory environment. He has working relationships with stormwater regulators and the regulated community across California and is a frequent speaker at conferences and workshops dealing with implementation of stormwater programs. Mr. Watson has contributed to the development of public policy related to planning, development, environmental management, and water quality.

Early in his career, Mr. Watson taught geography at the University of Alberta and Oklahoma State University. He later joined engineering firm Jack G. Raub Company in Orange County, California as Director of Advance Planning. Subsequently, Mr. Watson joined Mission Viejo Company, an Orange County developer, where he served as Associate Director and then Director of Policy Planning. Utilizing the wide range of planning experience he gained through these varied assignments, Mr. Watson formed RWA in 1993.

## SUMMARY OF RELEVANT STORMWATER QUALITY EXPERIENCE

- Contributed to development of 2012 MS4 Permit for the Coastal Watersheds of Los Angeles County, including extensive work reviewing draft permit language, participating in LA Regional Water Board permit workshops, testifying during Regional Water Board permit hearings, and presenting to the Regional Board's Executive Officer a critique of the Monitoring and Reporting Program in the Tentative Order that resulted in staff's changing the Order in a manner that will reduce monitoring costs and increase flexibility.
- Extensive analysis, comment development on the Los Angeles Regional Water Board adopted TMDLs and EPA-established TMDLs, including the Los Angeles River Trash TMDL, the Los Angeles River Metals TMDL, the Los Angeles River Bacteria TMDL, the San Gabriel River Metals TMDL, the Los Cerritos Channel Metals TMDL, the TMDLs for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters, and the Long Beach City Beaches and Los Angeles River Estuary Bacteria TMDL.
- Extensive analysis, comment development, and testimony covering the 2002, 2006, and 2010 303(d) list and the State's Listing/Delisting Policy.
- Extensive statewide stormwater policy experience through 23 years of active participation in the California Stormwater Quality Association (CASQA) and its predecessor organization, including chairing the CASQA Watershed Management & Impaired Waters Subcommittee, membership on the Executive Program Committee and serving on the Board of Directors.
- Experience with design oversight and implementation of LID retrofit projects, including porous pavement (asphalt, concrete, and pavers) and bio-retention facilities.
- Experience as a technical consultant to help groups of cities develop Watershed Management Programs and plans for compliance with TMDLs, including preparation of Implementation Plan components, preparation of a detailed Implementation Schedule for implementation of true source control BMPs, and negotiating with the Regional Water Board to receive credit toward compliance for the permittee's efforts in support of SB 346.



## KINNETIC LABORATORIES, INC.

### FIRM QUALIFICATIONS

**Kinnetic Laboratories, Inc.** is a small SBE, VSBE firm with 45 years of experience that specializes in field investigations in support of both water and sediment quality studies. Their core mission is to provide scientific, quantitative environmental data and evaluations focused on key issues for design, permitting, monitoring, and compliance. Kinnetic Laboratories has a local office and research vessels home ported in Long Beach, vibracores and other sediment sampling equipment, and extensive water quality instrumentation, including specialized stormwater stations capable of obtaining contaminant load determinations. They have worked extensively for many years with major local clients, including the City of Long Beach and the Port of Los Angeles. They have an extensive track record of water quality, stormwater, and sediment quality projects, including major sediment dredge studies for the Port of Los Angeles.

**Water Quality and Storm Water.** Kinnetic Laboratories has 25 years of stormwater and watershed experience, starting with the Santa Clara Valley program that won an USEPA Award of Excellence and later comprising over 20 such studies. A descriptive list of selected of stormwater projects is provided in the Appendix. They have been the City of Long Beach's contractor for 15 years for the NPDES Stormwater Permit Monitoring Program, including extensive TMDL support. Their contaminant load data of both total and dissolved metals, backed by accompanying toxicity data allowed them to request that Waste Load Allocations (WLA's) be increased for copper, for lead, and for zinc. They have also performed special bacterial source studies for the City's beaches, and have also prepared seasonal and annual bacterial reports on the City's beach performance.

Kinnetic Laboratories are currently carrying out storm water monitoring and BMP research support for five large urban watersheds draining into San Pedro Bay. Recently, they have developed methodology to measure contaminant loads to San Pedro Bay of key organic pollutants to address the Harbor Toxics TMDL. Their work with the City of Long Beach BMP efforts has resulted in the recreational beaches reaching up to 98% compliance with respect to bacterial contamination. At Cabrillo Beach they researched and helped to implement local drainage modifications and BMPs to eliminate human bacterial sources. Their vindicated hydrodynamics, field source studies, and molecular characterizations showed that the continuing violations were not from local drainages or harbor waters but were associated with particulates in the eelgrass bed, and did not have a significant human contribution.

For the City of Long Beach, Kinnetic Laboratories have monitored storm water pump stations as part of the MS4 NPDES monitoring program. They also have monitored dry weather flow diversions from the Belmont and Appian Way storm water pump stations and prepared required reports for the County Sanitation District. Assistance with BMP designs has also included measuring flows in the stormwater system for design of low-flow, first flush diversions for four local watershed Water Management Plans.

Other representative stormwater, TMDL, and watershed projects are listed below which include extensive source study investigations, BMP evaluations, and mitigation measures. Recent studies carried out by Kinnetic Laboratories include preparing Comprehensive Integrated Monitoring Programs (CIMPs) for the Lower San Gabriel, Los Cerritos, and Lower Los Angeles River watersheds. A Proposition 84 funded study is underway for methods and monitoring of dry weather low-flow and water quality in Los Cerritos, Wardlow, Clark, Del Amo, and Palo Verde Channels. Work is also underway on Cerritos Creek TMDL studies.

## KINNETIC LABORATORIES, INC.

### SELECTED PAST PROJECTS, WATER QUALITY & STORMWATER

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**Watershed NPDES Stormwater Monitoring.** Kinnetic Laboratories is presently carrying out NPDES stormwater monitoring projects for the Lower Los Angeles River, Los Cerritos Channel, Lower San Gabriel River, and the City of Long Beach Estuarine Watersheds along with assisting CH2MHill with field monitoring in the Upper San Gabriel River Watershed. This new work is designed to be in compliance with both the Los Angeles and the City of Long Beach's new Stormwater Permits and has been approved by the Regional Water Quality Control Board. The program is designed to obtain precision contaminant loading data by use of flow composited sampling of complete hydrographs along with chemical and toxicity analyses. An innovative approach is being implemented to obtain flow composited samples under ultraclean protocols for bioaccumulative organic compounds along with high-resolution Mass Spectral analyses in order to obtain loading of these contaminants to San Pedro Bay, thus addressing the Harbor Toxics TMDL requirements. Support for BMP designs for the associated Water Management Plan is also being furnished. Gateway Water Authority and City of Long Beach. John L. Hunter & Associates, John Hunter, 562-802-2880, [jhunter@jlha.net](mailto:jhunter@jlha.net) ; Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com) ; and Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov) .

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**City of Long Beach NPDES Stormwater Monitoring Program.** Dr. Kinney initially served as project manager for this program, then subsequently provided operational support to Mr. Stevenson as Manager. Kinnetic Laboratories has been the contractor for the City of Long Beach's NPDES storm water monitoring program since its inception fifteen years ago. This program involves instrumentation and monitoring of the City's storm water discharges, determinations of effects to harbor receiving waters, and extensive support for TMDL issues and permit renewal negotiations. In addition to providing guidance to BMP programs, a key contribution has been obtaining a fifteen year record of precision contaminant loading data critical to TMDL issues. Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

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**Los Cerritos Creek TMDL Studies, City of Long Beach.** An example of the ability to obtain good load data as described above, for TMDL support, Mr. Stevenson was able to calculate site-specific metal translators based upon methods of the USEPA (1996) guidance document using the precision 12 year monitoring data for this watershed, backed by accompanying toxicity data. Instead of the simple regression calculation used in the original TMDL model, this more accurate method takes into account high suspended solids present in storm water runoff, resulting in the potential for metal Waste Load Allocations (WLAs) to be increased by a factor of 1.5 for copper, 12.5 for lead, and 2.4 for zinc. Anthony Arevalo, 562-570-6023, [Anthony.Arevalo@longbeach.gov](mailto:Anthony.Arevalo@longbeach.gov)

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**Design Comprehensive Integrated Monitoring Program (CIMPs) for Lower San Gabriel, Los Cerritos Channel, and Lower LA River Watershed Technical Committees.** Dr. Kinney assisted Mr. Stevenson in the preparation of Comprehensive Monitoring Programs for the Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos Channel urban watersheds that include Cities from Downey, Lakewood, Compton, and Long Beach which drain into the San Pedro Bay harbor complex. This program is designed for

implementation to fulfill requirements of the new stormwater permits and incorporate associated TMDL requirements. John L. Hunter & Associates, John Hunter, 562-802-2880, [jhunter@jlha.net](mailto:jhunter@jlha.net) and Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com).

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**Dry Weather Flow & Water Quality LID Methods Study (Proposition 84), Gateway Water Authority.** Dr. Kinney developed flow and water quality methods as part of implementing Los Cerritos Channel Watershed Segmentation and LID Planning to support TMDL actions. Special low-flow monitoring methods were designed and proven by a pilot study and reported to the State RWQCB for general use. Dry weather monitoring was carried out in the main Los Cerritos, Wardlow, Clark, Del Amo and Palo Verde Channels to provide key data for identification of primary sources of dry weather pollutant loads and for LID planning purposes. Richard Watson & Associates, 949-855-6272, [rwatson@rwaplanning.com](mailto:rwatson@rwaplanning.com).

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**Cabrillo Beach Bacteria Studies.** Kinnetic Laboratories researched and helped to implement local drainage modifications and BMPs to eliminate human bacterial sources. Their hydrodynamics, field source studies, and molecular markers showed that the continuing violations were not from local drainages or harbor waters but were associated with particulates in the eelgrass bed, and did not have significant human contributions. Subsequent independent studies by the Port vindicated the local hydrodynamic results of the study and proved conclusively that enhanced circulation by small pumps was not a solution. Working with Jeff Soller of Soller Environmental, the recommended action by Kinnetic Laboratories was to consider a Natural Source Exclusion and a Quantitative Microbial Risk Assessment study to show that not only were human sources not present, but that other pathogens were not a problem. John Foxworthy (Deceased), Port of Los Angeles.

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**Central Coast Long Term Environmental Assessment Network (CCLEAN), Monterey Bay Regional Monitoring Program.** (CCLEAN) is long-term a regional monitoring program in the Monterey Bay area focused on water quality issues, with an emphasis on measuring contaminant inputs from point and non-point sources and determining the effects of those contaminants, including exceedances of water quality and biological tissue criteria, effects on biological communities, and effects on the health and mortality of sea otters. Responsible for field studies in the project team, Kinnetic Laboratories uses state-of-the-art sampling and analytical methods, such as solid-phase extraction techniques, to measure flow-proportioned low concentrations of persistent organic pollutants from four rivers, four wastewater treatment plants, and from specially designed offshore moored samplers in Monterey Bay. Measurements of bioaccumulation in resident mussels at shoreline locations are also determined. City of Watsonville and Applied Marine Sciences. Barbara Pierson, 831-768-3179, [bpiereson@ci.watsonville.ca.us](mailto:bpiereson@ci.watsonville.ca.us), Dane Hardin AMS, 831-426-6326, [hardin@amarine.com](mailto:hardin@amarine.com).

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**Calleguas Creek TMDL Watershed Monitoring Program.** The Calleguas Creek Watershed Total Maximum Daily Load Monitoring Program addresses four TMDL actions at present and is designed to begin the required monitoring to obtain data to support development of Implementation Plans to achieve water quality objectives. Working with Larry Walker Associates, Dr. Kinney set up and implemented field sampling operations in the program, submission of laboratory samples, does tracking and managing analytical testing, and carries out data management and quality evaluations. Validated data is delivered in the form of a modified SWAMP database. Larry Walker Associates, Mack Walker, 530-753-6400, [mackw@lwa.com](mailto:mackw@lwa.com).

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**CALTRANS Stormwater Studies.** Kinnetic Laboratories has monitored over 79 stormwater stations each for multiple years for Caltrans, spread from Redding in the north to San Diego in the south utilizing full telemetry network control. This resulted in over 1000 storm events with over 95% success, over 90% storm capture, and high quality validated data including excellent mass balances across BMP pilots being evaluated. This work included 12 sites for Runoff Characterization, 31 Biofilter sites, 7 sites for erosion control BMPs, and 29 sites for structural BMP Operations & Evaluations. Major Southern California sites were for BMP evaluations done for RBF Consulting, Scott Taylor, RBF Consulting/Michael Baker International, 949-246-8276, staylor@mbakerintl.com

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**Port of Los Angeles – Stormwater Monitoring and StormCeptor Evaluation, Berth 100.** Berth 100 developments at the Port of Los Angeles involved the construction of a major dock to accommodate large container ships and an adjacent, large paved terminal yard to handle the containers and trucks for shipment. Storm water drainage from the new container terminal was designed as slot drains which drop into an underground collector storm sewer system. A total of 10 StormCeptor 11000 units were incorporated into this collection system to treat the storm water from the terminal before discharge into the harbor. Kinnetic Laboratories performed storm water discharge monitoring at this Pier 100 facility before and after operations began, and also tested the effectiveness of StormCeptors installed in the drainage system by monitoring both upstream and downstream. Kathryn Curtis (310) 732-3571; kcurtis@portla.org .

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## RESPONSIBILITIES

Dr. Kinney serves as a Project Manager/Project Principal for numerous oceanographic and environmental applied projects as well as serving as CEO of Kinnetic Laboratories Inc.

## EXPERIENCE

Dr. Kinney received his Ph.D. in Chemical Engineering from Iowa State University, had experience as a research engineer for Phillips Petroleum, and later worked on hydrodynamic design modeling of clustered engines for the moon rocket program. He did a Postdoctorate in Oceanography at Scripps Institution of Oceanography, University of California, San Diego working in the Food Chain Research Group. Dr. Kinney was a tenured faculty member in Marine Sciences at the University of Alaska, Institute of Marine Sciences.

Dr. Kinney founded Kinnetic Laboratories, Inc. 40 years ago as an environmental and oceanographic services firm with the express purpose of providing good, quantitative scientific data on key issues to support applied projects - data for design, monitoring, compliance, and permitting. Dr. Kinney has carried out thousands of projects and contributed environmental improvements and practices while supporting necessary infrastructure, facility, and resource utilization developments.

Dr. Kinney began managing stormwater monitoring projects in the late 80's with the urban watersheds of the Santa Clara Valley Water District. For this project, and for a following project for Alameda County, Dr. Kinney developed basic study designs and field study techniques that served as prototypes and influenced the original USEPA storm water regulation issued in 1991. Dr. Kinney, working with Marty Stevenson implemented these initial studies which won EPA Awards of Excellence. Early development of overall urban watershed approaches coupled with flow-composited sampling allowed contaminant load data to be obtained. The use of automated sampling equipment modified for clean sampling protocols, driven by flow sensors facilitated the collection of precision contaminant load determinations. Large composite samples obtained in clean borosilicate glass bottles allowed for subsequent chemical analyses and also toxicity testing. Early use of telemetered controlled urban stormwater stations advanced the success of good data collection, particularly allowing full storm capture necessary to load determinations. Early on, he could also network stormwater stations over large watersheds and geographical areas. For BMP effectiveness studies, multiple samplers measuring in and out of a structural BMP could be controlled, the data transmitted by one site master, and then be controlled and data transmitted to a central Storm Control center where the data collection would be managed and who also could dispatch field crews as necessary.

Dr. Kinney subsequently served as a project manager or Principal on over twenty different large urban stormwater monitoring studies, many of which were set up for Cities or Counties for their continuing operation. Some pertinent project examples that Dr. Kinney and Mr. Stevenson have carried out follow. For example, using the equipment and protocols developed above, Dr. Kinney managed the monitoring of over 79 stormwater stations each for multiple years for Caltrans, spread from Redding in the north to San Diego in the south utilizing full telemetry network control. This resulted in over 1000 storm events with over 95% success, over 90% storm capture, and high quality validated data including excellent mass balances across BMP pilots being evaluated. This work was done as a Prime Contractor for Caltrans (\$8 million contract) and as a subcontractor to other engineering firms (RBF Consulting, Geomatrix, Brown & Caldwell, URS, Law Crandall, etc.). Work included those for runoff characterization and load determinations (12), for biofilter BMP testing (31), for erosion control BMPs (), and for a whole array of differing structural BMPs (28).

Dr. Kinney initially served as project manager for the City of Long Beach's NPDES Monitoring Program, then subsequently provided operational support to Mr. Stevenson as Manager. Kinnetic Laboratories has been the contractor for the City of Long Beach's NPDES storm water monitoring program since its inception fourteen years ago. This program involves instrumentation and monitoring of the City's storm water discharges, determinations of effects to harbor receiving waters, and extensive support for TMDL issues and permit renewal negotiations. In addition to providing guidance to BMP programs, a key contribution has been obtaining a fourteen year record of precision contaminant loading data critical to TMDL issues.

Recently, Dr. Kinney also developed flow and water quality methods as part of implementing a special Proposition 84 funded study for the Los Cerritos Channel Watershed Segmentation and LID Planning work required by TMDL regulatory actions. Special low-flow monitoring methods were designed and proven by a pilot study and reported to the

State RWQCB for general use. Dr. Kinney is managing Dry weather monitoring studies now being carried out in the Los Cerritos, Wardlow, Clark, Del Amo and Palo Verde Channels to provide key data for watershed segmentation and LID planning purposes. Dr. Kinney also worked with Mr. Stevenson in the preparation of Comprehensive Integrated Monitoring Programs (CIMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Los Cerritos urban watersheds. He supervised the field reconnaissance, including inspecting outfalls and developing a database for locations, sizes, and initial dry weather observations. This program is designed for implementation to fulfill requirements of the new stormwater permits and incorporate associated TMDL requirements.

Working with Larry Walker Associates, Dr. Kinney also set up the field monitoring logistics and implemented all field studies for the Calleguas Creek TMDL Watershed Monitoring Program and serves as Project Principal for these field and laboratory tasks. The Calleguas Creek Watershed Total Maximum Daily Load Monitoring Program addresses four TMDL actions at present and is designed to begin the required monitoring to obtain data to support development of Implementation Plans to achieve water quality objectives. The work includes all field sampling operations required in the watershed, submitting samples to designated laboratories, the tracking and managing analytical testing, and the carrying out data management and quality evaluations. Validated data is delivered in the form of a modified SWAMP database format

Working with Applied Marine Sciences, Dr. Kinney is also Project Principal for field studies for the Central Coast Long Term Environmental Assessment Network (CCLEAN). This is a long-term regional monitoring program in the Monterey Bay area focused on water quality issues, with an emphasis on measuring contaminant inputs from point and non-point sources. Determining contaminants and exceedances of water quality and biological tissue criteria is a goal, along with effects on biological communities as well as effects on the health and mortality of sea otters. Responsible for field studies in the project team, Kinnetic Laboratories uses state-of-the-art sampling and analytical methods, such as solid-phase extraction techniques, to measure flow-proportioned low concentrations of persistent organic pollutants from four rivers, three wastewater treatment plants, and from specially designed offshore moored samplers in Monterey Bay. Measurements of bioaccumulation in resident mussels at shoreline locations are also determined.

Separately Dr. Kinney also has been Project Manager or Project Principal for hundreds of dredge material studies carried out since 1977 according to USEPA and USACE protocols. Projects have resulted in characterization and or remediation of over 150 million cubic yards of dredge sediments, with the majority beneficially reused for construction of new port facilities or if suitable, for beach replenishment or for wetland restorations. Projects included serving on the Project Design Teams for major Port of Los Angeles capital development projects including Pier 400, the channel deepening project, the Southwest Slip development, the recent Port-wide maintenance dredging project, and later for design of a remediation project at the Consolidated Slip superfund site. Dr. Kinney authored the overall Contaminated Sediment Management Plan for these and associated maintenance and harbor clean-up projects. These projects involved creation of a shallow water habitat of capped dredged material, confined disposal facilities developed into terminal facilities, an in-harbor underwater temporary sediment storage facility, and selective upland disposal.

He also served as Project Manager for sediment characterization studies for the proposed San Francisco International Airport expansion of runways into San Francisco Bay as well as Project Manager for sediment characterizations and ecological risk assessments for the large wetland restoration project at Bolsa Chica. Dredge projects this year have included all the sediment sampling, chemical and biological testing, data evaluation and reporting, including suitability determinations for reuse/disposal alternative for Oceanside, Dana Point, Port of Los Angeles federal channel maintenance, Los Angeles River estuary channels, Huntington Harbor, Port of Richmond, Coast Guard Station Alameda. He has managed multiple year contracts for the U.S. Army Corps of Engineers (Los Angeles, San Francisco, Sacramento Districts), including work in the Sacramento and Stockton Deep Water Ship Channels and the Federal channels in San Diego Bay.

Dr. Kinney has also designed, managed, and carried out hundreds of applied environmental projects in coastal, estuarine, rivers, lakes and ports and harbors. He developed extensive capabilities for contaminated sediment and dredge material studies. Dr. Kinney has also served as a principal investigator on more than 75 NPDES monitoring studies involving effects of point source discharges, such as the Municipality of Anchorage's (MOA) John M. Asplund Wastewater Treatment Facility, as well as other studies involving nonpoint discharges of spills and hazardous materials, such as the T/V *Exxon Valdez* oil spill (EVOS). Kinnetic Laboratories was asked to set up the EVOS monitoring program immediately after the spill including the complicated logistics for working in these coastal areas of Alaska. During the EVOS scientific response, he designed and/or provided doctorate-level support for a variety of programs involving water and sediment quality, fate and effects, and clean-up and treatment efficacy studies. NPDES projects have also been located in Alaska as well as the Lower 48 and have involved major wastewater outfalls for cities such as San Diego, San Francisco, Oakland, and San Jose. He now is working on several coastal desalination projects in California that involve seawater intakes and brine discharges associated with wastewater outfalls or power

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plant cooling water discharges. He also has worked on large power plant marine water intake hydrodynamics and plankton entrainment problems, including the large San Onofre nuclear plant in California. Dr. Kinney was also project manager for the all marine portions of the City of San Diego Clean Water Program. He was chief author of the marine sections of the EIR/EIS along with the oceanographic, water and sediment quality, geophysical, and marine biology studies to determine impacts of the three wastewater outfall alternatives.

**EDUCATION**

Post-Doctorate in Oceanography, Scripps Institution of Oceanography, University of California, San Diego; 1966  
Ph.D., Chemical Engineering; Iowa State University; 1963  
B.S., Chemical Engineering; South Dakota School of Mines; 1957



## MARTY STEVENSON, B.S.

*Principal, Senior Marine Ecologist and Water Quality Biologist*



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### RESPONSIBILITIES

Mr. Stevenson has been a Principal and Senior Staff Biologist with Kinnetic Laboratories, Inc. (KLI) with 38 years of experience with the firm and now serves as a consultant for stormwater monitoring and regulatory issues, including those associated with new NPDES permits and TMDL actions. He specializes in water quality, nonpoint source pollution, and ecological studies in aquatic, estuarine and nearshore marine environments. He serves as project manager for urban stormwater, nonpoint source and NPDES interdisciplinary monitoring studies and as senior scientist in investigations involving general larval and adult fish ecology, population dynamics and toxicology.

### EXPERIENCE

Mr. Stevenson has more than 38 years of experience conducting environmental investigations in coastal urban watersheds and in aquatic, estuarine and marine environments. This experience includes studies in throughout California, Hawaii, and Alaska. He has been KLI's lead biologist for fish and macroinvertebrate population and bioaccumulation studies for most of KLI's NPDES monitoring programs, including several in Alaska.

Mr. Stevenson has been Project Manager for the large City of Long Beach NPDES municipal storm water monitoring program that Kinnetic Laboratories has carried out for the past 13 years. He is highly recognized in California as a leading specialist in water quality and corresponding biological effects, particularly working in coastal watersheds and estuarine environments with storm water runoff and TMDL issues. He has pioneered numerous studies and methods relating to storm water monitoring, toxic linkages to biota, and impacts to receiving waters.

Mr. Stevenson pioneered large storm water monitoring programs when Kinnetic Laboratories developed and implemented the first modern municipal storm water program in California in 1988 for the Santa Clara Valley Urban Runoff Program, followed closely with a similar program for the Alameda County Storm Water Program. Both programs received EPA's Awards of Excellence and were models for the 1991 EPA storm water permit requirements. Innovations he implemented in these early programs included customized instrumentation to allow collection of flow-composited samples yielding pollutant load determinations from land-use areas, use of Teflon and glass to achieve clean sampling and low detection limits necessary to address water quality standards, and early integration of toxicity measurements to address biological effects. Another innovation involved telemetered remote control of stormwater monitoring stations to enable the collection of high quality pollutant load data needed by TMDL regulations by ensuring full storm capture of rain events, including successful use at tidal sites for the City of Long Beach.

A recent application of these approaches with even better equipment and techniques has generated a high quality, nine year time-series data set of particulate and dissolved metal data for the Long Beach Cerritos Channel that has allowed Mr. Stevenson to produce a critical evaluation of the particulate to dissolved metal translators of the EPA (Tetra Tech) models now being used to develop TMDL limits for the Ports of Los Angeles/Long Beach. This evaluation shows that the EPA default CTR translators are not applicable to local urban storm waters which are typified by moderate to high concentrations of suspended sediment (48-1700 mg/L). The default CTR translators are roughly 2.5 times greater for both copper and zinc while the default lead translator is 15 times greater. Even the modified lead translator based upon a hardness of 100 mg/L is over 12 times greater than values based upon the actual monitoring data. Similar assumptions are being applied to the Los Angeles River, the San Gabriel River, and Dominguez Channel TMDLs, though site specific water quality standard studies have been available for the Los Angeles River. Kinnetic Laboratories met with the Water Resources Control Board, USEPA, and their contractor TetraTech with regard to these metal issues. Kinnetic Laboratories is also playing a key part with RBF Consultants in a new National Academy sponsored study of metal storm water discharges into receiving waters and of methods for reduction or treatment appropriate to receiving waters.

Mr. Stevenson holds a B.S. in Zoology and a B.A. in Oceanography from California State University, Humboldt and conducted graduate studies at Moss Landing Marine Laboratories. He specializes in water quality and biological effects in receiving waters. Mr. Stevenson thus has years of experience as a water quality biologist and over 20 years experience as a project manager and senior scientist for stormwater municipal, industrial, and BMP evaluation studies. He was recently selected to serve on an expert review panel to provide technical review for the Caltrans stormwater monitoring program. Like Dr. Kinney, Marty has managed numerous major storm water monitoring programs over the



last 20 years such as Santa Clara, San Mateo, and Ventura County monitoring equipment assistance and is currently managing the City of Long Beach's storm water monitoring program. He has carried out a WERF funded pilot study of bio-indicators in Coyote Creek for Santa Clara. He is currently managing a program designed to assess long-term loads of Persistent Organic Pollutants to Monterey Bay at very low concentrations using pumped absorbent columns at four wastewater dischargers and four rivers entering the Bay, including specially designed sampling buoys moored offshore in the Bay. He recently has finished a treatment train, porous pavement BMP evaluation project for the County of San Diego and worked with Dr. Kinney on quantifying pollutant loads and BMP effectiveness at Pier 100, a new terminal facility at the Port of Los Angeles.

He has performed or participated in a wide range of investigations to support development of sound TMDLs. He provided technical support for the development of data necessary for determination of four trace metal TMDLs in the Eagle River watershed for the Municipality of Anchorage (MOA), Alaska. He has also provided technical support for permit monitoring, BMP, and special studies conducted over the years for the MOA in conjunction with the John M. Asplund Wastewater Treatment Facility. He was also the program manager for a special source study to assist in the process of developing TMDLs for mercury and PCB for San Francisco Bay. This study included identification of sources of mercury, PCBs, and organochlorine pesticides in deposited sediments from urban storm water drainages and comparing them with sediments from rural, open land use areas. In Newport Bay, California, he was program manager in support of Orange County's efforts to develop a bacterial TMDL for Newport Bay; includes literature review, resource surveys, evaluation of current beneficial use of the shellfish resources, and assessment of enhancement methods. He is currently helping the County to develop a Use Attainability Assessment to determine if shellfishing in Upper Newport Bay is an attainable beneficial use. Earlier work involved a multiyear study of fish and shrimp populations and water quality for an impact study of wastewater discharges into South San Francisco Bay, followed by water quality investigations designed to assist in development of the first Water Effects Ratios (WERs) approach for Copper in an estuarine habitat that would allow use of site-specific water quality standards in this shallow estuarine area of the Bay.

Mr. Stevenson has been involved in extensive testing of stormwater BMPs as part of a large study for the California Department of Transportation in Southern California. He is also currently conducting the first study on the West Coast to examine performance of six different porous pavement configurations. This same study is performing parallel testing of four different filtration media in a Media Filtration System. Among the media being tested are media that are expected to improve removal of dissolved metals.

## **EDUCATION**

B.A., Biological Oceanography; California State University, Humboldt; 1974  
B.S., Zoology, California State University, Humboldt; 1974

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

January 11, 2018

## **SECTION NO. 10      Discussion/Action Regarding Amending the Bylaws to Prohibit Consultants from Serving on the Board**

### **SUMMARY:**

In the fall of 2015, the GWMA Board of Directors discussed the composition of the Board and, in particular, whether consultants should be permitted to serve on the Board. The staff reports for this matter stated, in part, as follows:

“In response to concerns raised by some Board members about appointing independent contractors to the Board, legal counsel advised staff that the agreement does not prohibit such appointments, but that such a practice raises serious conflict of interest concerns. The most significant conflict of interest issue is that any contract GWMA approves that results in additional compensation to an independent contractor Board member or his or her firm might be void under Government Code Section 1090, even if the Board member abstains from the decision on the contract. In addition, participation in any decision that would result in such additional compensation would result in a violation of the Political Reform Act by the Board member and, if a contract is involved, Government Code Section 1090.”

After considering the bylaws over several meetings, the Board decided to continue to permit consultants to be appointed to the Board. In order to lessen the potential for conflicts of interests, the Board included a clause in the bylaws prohibiting GWMA from entering into contracts with Board Members or their firms or where a Board Member or their firm will be a sub-contractor.

The activities in which GWMA is involved are growing, and GWMA is entering into more and more contracts. Staff turnover at member agencies results in the Board members and alternates changing. This makes it all the more difficult for Board Members and staff to keep track of the potential conflicts.

Given the myriad of contracts into which GWMA enters, and the changeover in the Board's composition, it seems that the possibility of inadvertently violating a conflict of interest statute is greater now than when the Bylaws were last amended in 2015. For this reason, legal counsel recommends that the Board reverse the decision to allow the appointment of independent contractors to the Board.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Pico Water District • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*



Attached to this report is a proposed amendment to Section 7 of the Bylaws to require each Board Member to be an employee or officer of a member entity. Current Board Members not meeting this criterion would continue to serve until they resign, they are removed by the appointing authority as provided in Section 6(b) of the Joint Powers Agreement or their current term expires and their replacement is appointed.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

- a. Amend the Bylaws to require each Board Member to be an officer or employee of a member agency.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
**Proudly serving Gateway cities and agencies in Southeastern Los Angeles County**

Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Cudahy · Downey · Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount · Pico Rivera · Pico Water District · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

BYLAWS  
OF  
THE LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT  
JOINT POWERS AUTHORITY  
EFFECTIVE ~~SEPTEMBER 10, 2015~~ JANUARY 11, 2018

ARTICLE 1. AUTHORITY

Section 1. Authority. These bylaws are adopted pursuant to the authority of Section 6(e) (8) of the Joint Powers Agreement (“Agreement”) of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”).

ARTICLE 2. MEMBERS OF THE BOARD OF GOVERNORS

Section 1. Board Member Term of Office. The term of office for Board Members and Alternate Board Members (collectively “Board Member” or “Board Members”) of the Governing Board (“Board”) shall commence on October 1st of each odd-numbered year and terminate on September 30th two years later. The terms of all Board Members of the Governing Board shall run consecutively and shall not be staggered.

~~Section 2. Current Terms of Office. The terms of office of Board Members whose terms have not expired on the date these Bylaws are adopted shall continue to hold office until September 30, 2017.~~

Section 2. ~~Section 3.~~ Appointment to Fill Vacancy. Board Members appointed to fill a vacancy on the Board shall hold office for the remainder of the unexpired term.

Section 3. ~~Section 4.~~ Manner of Appointment. A Member agency may appoint a member of its legislative body to the Board by minute action. Alternatively, a Member agency may appoint persons other than a member of the Member agency’s legislative body to the Board only by adoption of a resolution.

Section 4. ~~Section 5.~~ Only Individuals can be Appointed to the Board. Member agencies must appoint Board Members by name and not by position or title.

Section 5. ~~Section 6.~~ Board Members and Alternate Board Members. Each Member Agency may not appoint more than one Member and three Alternate Members.

Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency.

Section 7. ~~Contracts with Independent Contractor Board Members. The Board cannot approve a contract with an independent contractor Board Member or his or her firm or a contract in connection with which the independent contractor Board Member or his or her firm will be a sub-contractor.~~ Current Terms of Office. Persons holding office on the date these Bylaws are amended who no longer satisfy the membership criteria shall hold office until they resign, are removed or their terms expire and their successors are appointed.

Section 8. Amendment of Bylaws. These bylaws can be amended by the affirmative vote of a majority of the Board Members.

#### CERTIFICATE OF SECRETARY

This is to certify that the foregoing is a true and correct copy of the Bylaws of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and that these Bylaws were duly adopted by the Board of Directors on the date set forth below.

Dated:

Secretary:

Document comparison by Workshare 9.5 on Friday, December 15, 2017 3:46:20 PM

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Document 1 ID	interwovenSite://RWGDM1/RWGIMAN1/2146287/1
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Document 2 ID	interwovenSite://RWGDM1/RWGIMAN1/1877223/5
Description	#1877223v5<RWGIMAN1> - January 2018 Version of GWMA Bylaws
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Format change	
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Padding cell	

Statistics:	
	Count
Insertions	15
Deletions	10
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	27

AGENDA ITEM NO. 10

BYLAWS  
OF  
THE LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT  
JOINT POWERS AUTHORITY  
EFFECTIVE JANUARY 11, 2018

ARTICLE 1. AUTHORITY

Section 1. Authority. These bylaws are adopted pursuant to the authority of Section 6(e) (8) of the Joint Powers Agreement (“Agreement”) of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”).

ARTICLE 2. MEMBERS OF THE BOARD OF GOVERNORS

Section 1. Board Member Term of Office. The term of office for Board Members and Alternate Board Members (collectively “Board Member” or “Board Members”) of the Governing Board (“Board”) shall commence on October 1st of each odd-numbered year and terminate on September 30th two years later. The terms of all Board Members of the Governing Board shall run consecutively and shall not be staggered.

Section 2. Appointment to Fill Vacancy. Board Members appointed to fill a vacancy on the Board shall hold office for the remainder of the unexpired term.

Section 3. Manner of Appointment. A Member agency may appoint a member of its legislative body to the Board by minute action. Alternatively, a Member agency may appoint persons other than a member of the Member agency’s legislative body to the Board only by adoption of a resolution.

Section 4. Only Individuals can be Appointed to the Board. Member agencies must appoint Board Members by name and not by position or title.

Section 5. Board Members and Alternate Board Members. Each Member Agency may not appoint more than one Member and three Alternate Members.

Section 6. Requirement that a Board Member be an Employee or Officer of a Member Agency. Each member of the Board must be an officer or employee of a member agency and cannot be an employee or owner of a private business providing engineering or consulting services to a member agency regardless of whether the individual is an officer of a member agency.

Section 7. Current Terms of Office. Persons holding office on the date these Bylaws are amended who no longer satisfy the membership criteria shall hold office until they resign, are removed or their terms expire and their successors are appointed.

Section 8. Amendment of Bylaws. These bylaws can be amended by the affirmative vote of a majority of the Board Members.

#### CERTIFICATE OF SECRETARY

This is to certify that the foregoing is a true and correct copy of the Bylaws of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and that these Bylaws were duly adopted by the Board of Directors on the date set forth below.

Dated:

Secretary:



16401 Paramount Boulevard  
 Paramount, CA 90723  
 562.663.6850 phone  
 562-634-8216 fax



[www.gatewaywater.org](http://www.gatewaywater.org)

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

## **SECTION 11 Discussion/Action Regarding Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1 Grant and Associated Documents**

### **SUMMARY:**

On behalf of the Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group, GWMA applied for a grant under Prop 1 – The John Anson Ford Park Infiltration Cistern: Phase 1 Project. In December 2016, GWMA was notified by the State Water Resources Control Board (SWRCB) that GWMA had been awarded \$9,904,842 under Prop 1. In order to move forward with this grant and project, several actions are now required by the GWMA Board.

### **BACKGROUND:**

Participants in this Grant are the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon. The city of Bell Gardens will be the lead agency for this Grant because the project is located on Bell Gardens property.

The LAR UR2 Watershed Group requested that GWMA serve as the point of contact for the Grant and handle communications and document requests from the SWRCB. In order to do so, GWMA was required to adopt two Resolutions provided by the State; one Resolution designating a representative to sign the Agreement and another Resolution authorizing the GWMA's Executive Officer to serve as the Project Director for this Grant. Both Resolutions were approved by the GWMA Board at its January 12, 2017 meeting, shortly after the grant award was announced.

Since that time, GWMA staff and legal counsel have been working with all affected parties and legal counsels, to identify roles and responsibilities, draft sub-recipient agreements, negotiate the grant agreement with the State and simultaneously coordinate all of the following activities:

1. On November 14, 2017, GWMA received the final version of the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1 Grant Agreement from the SWRCB.
2. Additionally, a final draft version of the sub-recipient agreement which was prepared by GWMA and Bell Gardens' legal counsels was reviewed and accepted by the UR2 Group and their legal counsels on December 29, 2017.

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3. On November 20, 2017, GWMA was contacted by the SWRCB stating that the Resolutions provided to GWMA by the State in January 2017 had been improperly drafted by the State and did not contain the required elements. GWMA was provided a new Resolution that consolidated the required elements from two separate resolutions into a single resolution.
4. During the drafting of the sub-recipient agreement, legal counsel learned that Infrastructure Engineers was proposed in the Grant application to provide services under the Grant. This raised potential conflict of interest questions since at various times three different employees of Infrastructure Engineers have served on the GWMA Board.
5. GWMA's legal counsel has submitted a request for Formal Legal Advice to the Fair Political Practices Commission to provide advice on whether Infrastructure Engineers may participate as a sub-contractor to Bell Gardens under the sub-recipient agreement. Copies of this letter were provided in December to the Board Members.

#### **FISCAL IMPACT:**

Legal and Administrative Costs to prepare the subject documents were paid from watershed group funds collected and deposited by GWMA for this purpose. On-going costs to facilitate the grant will also be paid from the same funds.

#### **RECOMMENDATIONS:**

- a. Adopt Resolution 18-1, Resolution 18-1, designating a representative to sign the Agreement and authorizing GWMA's Executive Officer to serve as the Project Director, for the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented.
- b. Authorize the Chair to sign Resolution 18-1, designating a representative to sign the Agreement and authorizing GWMA's Executive Officer to serve as the Project Director, for the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented.
- c. Approve Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1 Grant Agreement between Gateway Water Management Authority and the State Water Resources Control Board, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter.

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- d. Authorize the Chair to execute the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1 Grant Agreement between Gateway Water Management Authority and the State Water Resources Control Board, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter.
- e. Approve the Subrecipient Agreements between Gateway Water Management Authority and the participants of the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter.
- f. Authorize the Chair to execute the Subrecipient Agreements between Gateway Water Management Authority and the participants of the Prop 1 – John Anson Ford Park Infiltration Cistern – Phase 1, as presented, or as modified by legal counsel, if necessary to comply with the FPPC Formal Advice Letter.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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AGENDA ITEM NO. 11

RESOLUTION 18-1

January 11, 2018

BOARD OF DIRECTORS

Los Angeles Gateway Region Integrated Regional Water Management Authority  
("Gateway Water Management Authority")

A RESOLUTION AUTHORIZING ENTERING INTO A GRANT AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING A REPRESENTATIVE FOR THE JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE 1 Project

Whereas, Gateway Water Management Authority has submitted an application to the State Water Resources Control Board for funding for the John Anson Ford Park Infiltration Cistern: Phase 1 Project ("Project"); and

Whereas, prior to the State Water Resources Control Board's executing a grant agreement, Gateway Water Management Authority is required to adopt a resolution authorizing an agent, or representative, to sign the grant agreement, any amendments thereto, and requests for reimbursement on behalf of Gateway Water Management Authority, and to carry out other necessary Project-related activities; and

Now, therefore, be it resolved and ordered, that Gateway Water Management Authority is hereby authorized to carry out the Project, enter into a grant agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

Be it further resolved and ordered, that the Chairperson, is hereby authorized and designated to sign, for and on behalf of Gateway Water Management Authority, the grant agreement for the Project and any amendments thereto; and

Be it further resolved and ordered, that the Executive Officer, or her designee, is hereby designated as the "Authorized Representative" under the grant agreement and is authorized and designated to represent the Gateway Water Management Authority in carrying out Gateway Water Management Authority's responsibilities under the grant agreement, including approving and signing invoices and request for reimbursement of Project costs.

Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by Gateway Water Management Authority, which are consistent with the intent and purposes of the foregoing resolution, shall be and hereby are, in all respects, ratified, approved and confirmed.

## CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Board of Directors of the Gateway Water Management Authority at the meeting thereof held on January 11, 2018.

Ayes:

Noes:

Abstained:

Absent:

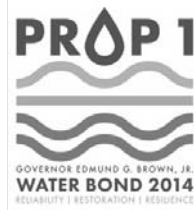
Signature:

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Christopher S. Cash

Board Chair

AGENDA ITEM NO. 11



PROPOSITION 1 STORM WATER

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GATEWAY WATER MANAGEMENT AUTHORITY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER IMPLEMENTATION

JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE I

AGREEMENT NO. D1712668

GRANT FUNDS: \$9,904,842

ELIGIBLE START DATE: DECEMBER 1, 2017

WORK COMPLETION DATE: MARCH 31, 2021

FINAL DISBURSEMENT REQUEST DATE: APRIL 30, 2021

RECORDS RETENTION TERM END DATE: MARCH 31, 2057

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WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
  - Proposition 1 Storm Water - Section 79747 of the Water Code (Prop 1)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

“Agreement” means this Grant Agreement, including all exhibits and attachments hereto.

“Authorized Representative” means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the Authorized Representative by title.

“Days” means calendar days unless otherwise expressly indicated.

“Disbursement Period” means the period during which Grant Funds may be disbursed.

“Disbursement Request” means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

“Eligible Start Date” means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

“Final Disbursement Request Date” means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Force Account” means the use of the Recipient's own employees or resources for the Project.

“GAAP” means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

“Grant Contact” means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

“Grant Funds” means funds provided by the State Water Board towards eligible reimbursable Project Costs.

“Grant Manager” means the person designated by the State Water Board to manage performance of the Agreement.

“Guidelines” means the State Water Board’s “Proposition 1 Storm Water Grant Program Guidelines,” as amended from time to time.

“Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

“Match Funds” means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.

“Project” means the Project as described in Exhibit A and in the documents incorporated by reference.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

“Recipient” means Gateway Water Management Authority.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.



“Technical Advisor” means the person designated by the Los Angeles Regional Water Quality Control Board to provide technical advice on the Project. The Technical Advisor is set forth in Section 2 of this agreement.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

## 2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Spencer Joplin, Grant Manager	Name:	Grace Kast, Project Director
Address:	1001 I Street, 17th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 341-5636	Phone:	626-485-0338
Fax:	(916) 341-5296	Fax:	
Email:	Spencer.Joplin@waterboards.ca.gov	Email:	Gracekast.gateway@gmail.com

Los Angeles Regional Water Quality Control Board	
Section:	Watershed/Regional Programs/Groundwater
Name:	Alireza Rahmani, Technical Advisor
Address:	320 West 4th Street, Suite 200
City, State, Zip:	Los Angeles, CA 90013
Phone:	(213) 576-6692
Fax:	(213) 620-6660
Email:	Alireza.Rahmani@waterboards.ca.gov

Direct inquiries to:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Blair McIntosh, Program Analyst	Name:	Chau Vu, Grant Contact
Address:	1001 I Street, 17 <sup>th</sup> Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 322-1409	Phone:	562-334-1790
Fax:	(916) 341-5296	Fax:	562-806-7789
Email:	Blair.McIntosh@waterboards.ca.gov	Email:	cvu@bellgardens.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

### 3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

### 4. Recipient Representations and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient's Authorized Representative and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

## 5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

## 6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
  - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
  - (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
  - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
  - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
  - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
  - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
  - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
  - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the obligation.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GATEWAY WATER MANAGEMENT AUTHORITY:

By: \_\_\_\_\_

Name: Christopher S. Cash

Title: Chairperson

Date: \_\_\_\_\_

STATE WATER RESOURCES CONTROL BOARD:

By: \_\_\_\_\_

Name: Leslie S. Laudon

Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK

### A-1. Completion Date

The Work Completion Date is established as MARCH 31, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

### A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of capturing trash, nutrients, heavy metals, bacteria, and reducing toxicity by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facilities at the John Anson Ford Park in the City of Bell Gardens, a disadvantaged community (DAC). The Project is for the purpose of compliance with the Water Quality Objectives in the Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) permit.

### A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management
  - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
  - 1.2 Notify the Grant Manager and Technical Advisor at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
  - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager and Technical Advisor.
  - 1.4 Conduct periodic and final site visits with the Grant Manager.
  - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager and Technical Advisor.
2. General Compliance Requirements/Project Effectiveness and Performance
  - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager and Technical Advisor. Submittal requirements for GPS data are available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).
  - 2.2 Prepare and submit, to the Grant Manager for approval and Technical Advisor for review, a Monitoring and Reporting Plan (MRP) using a template or outline provided by the Grant Manager. The MRP becomes final upon Grant Manager approval. Any changes to the MRP must be approved by the Grant Manager. The MRP may be submitted as separate documents or in one report and shall include the following:
    - 2.2.1 A Project Assessment and Evaluation Plan (PAEP), which describes the manner in which the Project performance will be assessed, evaluated, and

reported to the Grant Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

2.2.2 A Monitoring Plan (MP) in a format provided by the Grant Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Grant Manager for approval prior to implementation.

2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the final Project Report.

2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the Grant Manager for approval and Technical Advisor for Review. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Grant Manager. Guidance for preparing a SWAMP QAPP is available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/swamp/qapp/shtml](http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp/shtml).

2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data submission to CEDEN or the State Water Board, to the Grant Manager and Technical Advisor. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

### 3. Permitting and Environmental Compliance

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Advisor for comment, if applicable.

3.1.2 Submit the final CEQA document to the Grant Manager and Technical Advisor.

- 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
  - 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager and Technical Advisor for comment.
- 4. Planning, Design, and Engineering
  - 4.1 Prepare a Design Report that includes the results of a utility search, topographic survey, geotechnical investigation, and hydraulic and hydrologic analyses to support the design plans and specifications, and submit to the Grant Manager and Technical Advisor.
  - 4.2 Prepare the thirty percent (30%) design plans and specifications and submit to the Grant Manager for approval and Technical Advisor. The Project shall capture, treat, or infiltrate storm water collected from multiple communities through an existing storm drain with a minimum catchment area of one thousand, six hundred (1,600) acres. The Project shall be designed to manage dry weather flow and a 0.083-inch rainfall event (first flush) using the following approaches:
    - 4.2.1 Install a diversion structure that has a capacity to divert a minimum of sixty-seven (67) cubic feet per second of storm water.
    - 4.2.2 Install a storage and infiltration system that has a minimum storm water storage capacity of ten (10) acre feet.
  - 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the thirty percent (30%) design plans and specifications. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Grant Manager for approval and Technical Advisor for review.
  - 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Advisor.
- 5. Construction and Implementation
  - 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager and Technical Advisor.
  - 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
  - 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Grant Manager for approval and Technical Advisor for review.



- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager and Technical Advisor.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for approval and Technical Advisor for review.
- 6. Education and Outreach
  - 6.1 Conduct a minimum of one (1) workshop to solicit comments on the thirty percent (30%) design plans and specifications in Item 4.2. Invite nearby residents and potential stakeholder organizations. Submit a list of invitees, copies of meeting materials, sign-in sheets, and a summary of the topics discussed to the Grant Manager and Technical Advisor.
  - 6.2 Design a minimum of one (1) educational sign to inform the public of the purpose, functionality, and benefits of the Project and permanently install the sign near the Project site. Submit photo documentation to the Grant Manager and Technical Advisor.
  - 6.3 Develop a minimum of one webpage that describes the Project's background, purpose, progress, and results. Submit the weblink to the Grant Manager and Technical Advisor.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of 3/4-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager and Technical Advisor. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager and Technical Advisor:
  - (1) Draft Final Project Report. Prepare and submit to the Grant Manager and Technical Advisor, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
  - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
  - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
  - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager and Technical Advisor.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As scheduled and noticed
1.3	Detailed Project Schedule	Quarterly	
1.4	Periodic and Final Site Visits		As requested
1.5	Photo Monitoring		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information and Monitoring Location(s)	90 Days After Execution	
2.2	Monitoring and Reporting Plan		120 Days After Execution
2.2.1	Project Assessment and Evaluation Plan		60 Days After Execution
2.2.2	Monitoring Plan		120 Days After Execution
2.4	Quality Assurance Project Plan (QAPP)		120 Days After Execution
2.5	Water Quality Data Upload to CEDEN	Before Final Report	
3.	Permitting and Environmental Compliance		
3.1.1	Draft CEQA document	May 31, 2019	
3.1.2	Final CEQA document		September 2019
3.2	Agency Approvals, Entitlements, or Permits		September 2019
4.	Planning, Design, and Engineering		
4.1	Design Report		February 2019
4.2	30% Design Plans and Specifications	May 31, 2019	
4.3	100% Design Plans and Specifications		October 2019
4.4	Advertised Bid Documents and Bid Summary		December 2019

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	March 31, 2020	
5.3	Proposed Changes During Construction		As needed
5.4	As-built Drawings and Summary of Changes	November 30, 2020	
5.5	Operations and Maintenance Plan		December 2020
6.	Education and Outreach		
6.1	List of Invitees, Meeting Materials, Sign-In Sheets, and Summary of Topics		June 2019
6.2	Photo Documentation of Signage		October 2020
6.3	Web Link		December 2020
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	January 31, 2021	
(c)(2)	Final Project Report	February 28, 2021	
(c)(3)	Final Project Summary	February 28, 2021	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	April 30, 2021	
9 (b)(4)	Disbursement Requests	Quarterly	

## EXHIBIT B – FUNDING PROVISIONS

### B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to NINE MILLION, NINE HUNDRED FOUR THOUSAND, EIGHT HUNDRED FORTY-TWO DOLLARS (\$9,904,842).

### B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of ONE MILLION, ONE HUNDRED THOUSAND, FIVE HUNDRED THIRTY-EIGHT DOLLARS (\$1,100,538).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

### B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is ELEVEN MILLION, FIVE THOUSAND, THREE HUNDRED EIGHTY DOLLARS (\$11,005,380).

### B-4. Funding Dates

- (a) The Eligible Start Date is DECEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

### B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-

agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration	\$ 272,700	\$ 30,300	\$ 303,000
Planning/Design/Engineering/Environmental	\$ 1,631,430	\$ 181,270	\$ 1,812,700
Construction/Implementation	\$ 7,854,606	\$ 872,734	\$ 8,727,340
Monitoring/Performance	\$ 125,352	\$ 13,928	\$ 139,280
Education/Outreach	\$ 20,754	\$ 2,306	\$ 23,060
TOTAL	\$ 9,904,842	\$ 1,100,538	\$ 11,005,380

\*Match reduced. Project benefits a DAC.

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be

obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
  - (2) Disbursement Requests shall contain the following information:
    - a. The date of the request;
    - b. The time period covered by the request, i.e., the term "from" and "to";
    - c. The total amount requested;
    - d. Documentation of Match Funds used;
    - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
    - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2021.
  - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
  - (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
  - (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the

Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.

- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

**B-10. Withholding of Disbursements and Material Violations**

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.



(b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Project Completion.

**B-11. Remaining Balance**

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

**B-12. Fraud and Misuse of Public Funds**

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

## EXHIBIT C – STANDARD TERMS AND CONDITIONS

### C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

### C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

### C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

### C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

### C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

### C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

### C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State

Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

#### C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

#### C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

#### C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

#### C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

#### C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml). The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

#### C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared

by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all

reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

#### C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

#### C-31. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

#### C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.



(c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

(1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.

(e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.

(f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.

(g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).

(h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.

(i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an “urban water supplier” as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an “urban water supplier” as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

**SUB-RECIPIENT AGREEMENT BETWEEN  
THE CITIES OF BELL, BELL GARDENS, COMMERCE,  
CUDAHY, HUNTINGTON PARK, MAYWOOD AND  
VERNON, AND THE LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT  
JOINT POWERS AUTHORITY**

This Sub-recipient Agreement (“Agreement”) is dated January 15, 2018 and is between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, (collectively the “Sub-recipients”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”), (collectively, the “Parties”).

**RECITALS**

A. The Sub-recipients are members of the Los Angeles River Upper Reach 2 Watershed Group (“Watershed Group”) and jointly prepared a watershed management program (“WMP”) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Storm Sewer System Permit, Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 (“MS4 Permit”), and

B. In order to assist the Watershed Group in implementing the WMP, the GWMA has entered into that certain Proposition 1 Stormwater and Proposition 50 Coastal Clean Beaches Program Grant Agreement No. D1712668 dated January 12, 2018 (“Grant Agreement”) with the California State Water Resources Control Board (“State Water Board”), attached hereto as

Exhibit A and incorporated herein as though set forth in full. GWMA will receive through the Grant Agreement Nine Million Nine Hundred Forty-Nine Thousand and Eight Hundred Forty-Two Dollars (\$9,949,842) from the State Water Board for design, construction and maintenance of the John Anson Ford Park Infiltration Cistern System, Phase I, Project (“Project”) in the City of Bell Gardens. All of the Sub-recipients, through GWMA, will be responsible for paying their share of a local match in the total sum of One Million One Hundred Five Thousand Five Hundred and Thirty-Eight Dollars (\$1,105,538) for a total Project cost of Eleven Million Five Thousand and Three Hundred Eighty Dollars (\$11,005,380).

C. The purpose of this Agreement is to provide for the administrative support for the design, construction, maintenance and payment of the cost of the Project in compliance with the Grant Agreement and for payment of the local match.

D. While the Project is located in the City of Bell Gardens, it will benefit each of the other Sub-recipients, as it will facilitate their compliance with the WMP.

E. The Sub-recipients have agreed to the relative benefit for each Sub-recipient as provided in this Agreement.

F. The jurisdiction of the watershed encompasses all member Sub-recipients’ municipal boundaries including all two watersheds within the individual participating cities. This is allowed under the MS4 Permit VI.A.2.a and was approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board on September 25, 2013 as part of the Watershed Group’s NOI and described in the resulting and current WMP under Section 1.1.

G. Among the benefits for each Sub-recipient agreeing to the cost-sharing for this Project is that as Permittees of the MS4 Permit, all Sub-recipients are working toward compliance with the MS4 Permit and as delineated in Part VI.C.2.b and c of the MS4 Permit, which compliance will be facilitated by the Project.

The Parties therefore agree as follows:

## **1. OBLIGATIONS OF THE CITY OF BELL GARDENS**

1.1 Construction of Project. The City of Bell Gardens (“Bell Gardens”) shall undertake the design, construction and maintenance of the Project in full compliance with the terms and conditions of the Grant Agreement, including retaining a contractor or contractors to design and construct the Project, paying all charges lawfully incurred by the contractor(s), obtaining all permits necessary to accomplish the Project, paying all related charges, preparing all reports and documents required by the terms of the Grant Agreement and providing them to the GWMA for processing and State reimbursement, and giving all notices necessary and incidental for the Project as required under the terms of the Grant Agreement.

1.2 Compliance with Grant Agreement. As the primary Sub-recipient of the Grant, Bell Gardens shall comply with all provisions of the Grant Agreement imposed on GWMA as the Recipient under the Grant Agreement. Bell Gardens shall use the funds received pursuant to the Grant Agreement solely to reimburse the actual expenses incurred by Bell Gardens to implement the Project. Bell Gardens shall apply the funds only to eligible Project costs as specified in the Grant Agreement.

1.3 Failure to Comply with Grant Agreement. In the event that the State Water Board determines GWMA has failed to comply with any of its obligations under the Grant Agreement due to an action or a failure to act by Bell Gardens, Bell Gardens will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by the State Water Board because of the failure to comply with the Grant Agreement by Bell Gardens. No non-breaching Party shall be in any way responsible for satisfying any State Water Board demands made in response to a violation of the terms of the Grant Agreement or this Agreement by Bell Gardens.

1.3.1 GWMA and the State Water Board may withhold all or any portion of the Grant Funds in the event that Bell Gardens has violated, or threatens to violate, any term, provision, condition or commitment of the Grant Agreement, or Bell Gardens fails to maintain reasonable progress towards completion of the Project as provided in the Grant Agreement, provided that GWMA first provides Bell Gardens with written notice describing the factual basis for which Bell Gardens has not maintained reasonable progress towards completion and a seven (7) day period to cure any such failure to make reasonable progress on the Project.

1.3.2 If Bell Gardens defaults under any term of this Agreement or of the Grant Agreement, or Bell Gardens takes an action or actions that causes GWMA to default under the Grant Agreement, GWMA shall promptly notify Bell Gardens in writing of any alleged default under this Agreement or Grant Agreement and Bell Gardens shall have thirty (30) days from the date that Bell Gardens receives the written notice of default to cure said default(s) (“Cure Period”), unless the State Water Board imposes a shorter Cure Period on GWMA, in which case the shorter Cure Period will control, or unless GWMA and Bell Gardens agree to a longer Cure Period. If Bell Gardens fails to timely cure the noticed default(s) during the Cure Period, GWMA

may immediately terminate this Agreement, and Bell Gardens shall forfeit its right to any grant funds, shall not be entitled to reimbursement for any of Bell Gardens' costs for the Project, and shall repay to GWMA any funds GWMA is required to pay to the State Water Board. In such event, Bell Gardens shall pay to GWMA the local match paid by each other Sub-recipient and received by Bell Gardens and GWMA shall return those funds to the other Sub-recipients.

1.4 Income Restrictions. Bell Gardens shall pay to GWMA any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Bell Gardens, to the extent that they are properly allocable to funds Bell Gardens received from GWMA under this Agreement and which GWMA is obligated to pay to the State Water Board. Bell Gardens shall also pay to GWMA the local match paid by the other Sub-recipients for the funds GWMA is required to return to the State Water Board. GWMA shall thereupon return the local match funds to each other Sub-recipient.

1.5 Compliance with Law. In the performance of this Agreement, Bell Gardens shall comply with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local government agency.

1.6 Compliance with the California Environmental Quality Act ("CEQA"). The Project is a project under CEQA. Bell Gardens shall comply with CEQA and related Grant Agreement requirements in the implementation of the Project. Work on the Project shall not commence until the State Water Board has reviewed and given environmental clearance to Bell Gardens' CEQA documentation. Bell Gardens shall serve as lead agency for purpose of environmental review and shall retain necessary environmental services in connection with environmental review and preparation of the applicable CEQA documents. Bell Gardens may



use Grant Funds to pay costs, except litigation costs, in connection with or arising out of CEQA compliance to the extent permitted under the Grant Agreement.

This Agreement shall in no way commit or be construed to commit Bell Gardens to approve the Project, award any contract in connection with the Project, or approve any entitlement required under the Bell Gardens Municipal Code. Moreover, this Agreement shall not limit the scope of the CEQA analysis, including but not limited to project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this Agreement shall not in any way limit, hinder or affect the discretion of Bell Gardens to review CEQA documents and impose mitigation measures, alter a project, or deny a project in consideration of adverse environmental impacts to the extent permitted in the Grant Agreement. Bell Gardens shall return to GWMA any Grant and match funds received by Bell Gardens that GWMA is obligated to return to the State Water Board as a result of Bell Gardens not completing the Project as a result of the CEQA review.

1.7 CEQA Indemnification. In the event any litigation is initiated against Bell Gardens or GWMA challenging any procedural or substantive aspect of Bell Gardens' environmental documents, review, or approvals in connection with the Project, the Sub-recipients shall pay their proportionate share of the costs to defend, indemnify, and hold harmless Bell Gardens, and, if applicable, GWMA, and their elected and appointed officials, agents, officers from any claim, action, or proceeding (collectively referred to as "Proceedings") brought against Bell Gardens or GWMA, their elected and appointed officials, agents, officers, or employees arising out of, or which are related to the review and approval of the Project by Bell Gardens, including under CEQA. The indemnification shall include, but is not limited to, damages, fees and/or costs awarded against Bell Gardens or GWMA, if any, and cost of suit,

attorney's fees, and other costs, liabilities, and expenses incurred in connection with the proceedings. This indemnity provision shall include the other Sub-recipients' obligations to pay their share of Bell Gardens' obligations and, if applicable, GWMA's costs, fees, and damages that Bell Gardens and GWMA incur from enforcing the indemnification provisions set forth herein. Each Sub-recipient's individual share of said fees, costs, or expenses shall be calculated in accordance with each Sub-recipient's individual percentage share as calculated in Exhibit B.

1.8 Approvals, Entitlements and Permits. Bell Gardens shall obtain all necessary approvals, entitlements and permits and provide copies to GWMA prior to commencement of the Project construction. If the Project is carried out on lands not owned by Bell Gardens, Bell Gardens shall obtain adequate rights-of-way for the useful life of the Project. Review or approval of Project applications, contracts, documents, permits, plans and specifications or other Project information by the State Water Board and GWMA is for administrative purposes only and does not relieve Bell Gardens of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Project.

1.9 Operations and Maintenance. Bell Gardens shall maintain and operate the Project throughout its useful life as required in the Grant Agreement and WMP, and the costs associated with operating and maintaining the Project shall be paid by each Sub-recipient in accordance with each Sub-recipients' individual Percentage Share for the useful life of the Project as defined in the Grant Agreement. For purposes of this Agreement, the "useful life" of any constructed portions of the Project begins upon completion of construction and continues until 20 years thereafter. The Sub-recipients shall enter into a separate Memorandum of Understanding within one hundred eighty (180) days following the Effective Date of this Agreement outlining the parties' rights and obligations with respect to continued operation and maintenance of the

Project. In no circumstances shall GWMA be liable for any cost of such maintenance, management or operation. Bell Gardens may be excused from operations and maintenance only upon the written approval of the State Water Board or such other entity to which this authority is transferred. For purposes of this Section 1.9, operation includes direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. Maintenance costs include, but are not limited to, costs related to inspections, ordinary repairs, and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct the Project if required by the Grant Agreement.

1.10 Continuous Use of Project; Lease or Disposal of Project. Bell Gardens, except as otherwise provided in the Grant Agreement, shall not abandon, discontinue use of, lease or dispose of the Project, or fail to maintain any significant part or portion of the Project thereof during its useful life.

1.11 Cost Overruns. At no time shall GWMA be liable for any cost associated with the Project except for those resulting from GWMA's negligence. Bell Gardens shall be solely responsible for cost overruns other than those caused by GWMA and shall complete the Project even if the Grant funds are insufficient to cover all costs required by the Grant Agreement. To the extent that overrun costs are unforeseen and outside of Bell Gardens' control and not covered by Grant and local match funds, Bell Gardens shall complete the Project to the extent required under the terms of the Grant Agreement. In such case, the Sub-recipients shall contribute funds sufficient to cover such cost overruns in accordance with each Sub-recipients' Percentage Share. To the extent provided in the Grant Agreement, Bell Gardens and its Sub-recipients shall be

solely responsible for any costs associated with the Project in the event that the grant funds are not forthcoming for any reason other than GWMA's negligence.

1.12 Accounting Procedures. GWMA and Bell Gardens shall comply with the following accounting procedures in the performance of this Agreement in addition to those required in the Grant Agreement:

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

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

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

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

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

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

1.13 Site Inspections. The State Water Board, the Bureau of State Audits, GWMA, all Sub-recipients or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times (primarily during business hours) during Project implementation and thereafter for the useful life of the Project to ascertain compliance with the Grant Agreement and its goals.

## **2. GWMA OBLIGATIONS**

2.1 Grant Administration. GWMA shall administer the Grant Agreement and serve as the intermediary between the State Water Board, Bell Gardens, and the other Sub-recipient cities. GWMA shall also collect match funds and disburse them at the times payments are due to Bell Gardens.

2.2 Payment of Funds. Bell Gardens shall prepare statements showing its Project costs and submit them on a bi-monthly basis to GWMA in accordance with the Grant Agreement requirements. Upon Bell Gardens' compliance with the requirements set forth in this Agreement and the Grant Agreement, GWMA shall within 10 calendar days of receiving bi-monthly invoice statements (using forms supplied by the State Water Board with supporting backup documents) and the accompanying Progress Report (using the format supplied by the State Water Board), apply to the State Water Board for reimbursement of the Project costs incurred. Within 30 calendar days of GWMA's receipt of funds for the Project costs from the State Water Board,

GWMA shall reimburse Bell Gardens in an amount equal to the reimbursed funds received from the State Water Board.

2.3 Insufficient Funds. Reimbursement, if any, to Bell Gardens and the Sub-recipients by GWMA is conditioned upon receipt of the Grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the Grant funds are not forthcoming from the State Water Board for any reason except the negligence of GWMA, GWMA shall not have any obligation to reimburse Bell Gardens and the Sub-recipients through any other source of funds. If the Grant funds are reduced by the State Water Board for any reason, Bell Gardens and the Sub-recipients, to the extent the Grant Agreement requires the Project to be completed with non-grant funds, shall contribute additional funds to cover any Project cost shortfall resulting from the reduction of Grant funds by the State Water Board in accordance with each Sub-recipients' individual percentage share of the Project as calculated in Exhibit B necessary to complete the Project, and GWMA shall not have any obligation to reimburse Bell Gardens and Sub-recipients for such additional funds.

### **3. GENERAL PROVISIONS**

3.1 Independent Contractor. Bell Gardens is, and shall at all times remain as to GWMA and to the other Sub-recipients, a wholly independent contractor. Bell Gardens shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any other Sub-recipient under this Agreement. Neither GWMA nor any of its agents or any of the Sub-recipients shall have control over the conduct of Bell Gardens or any of Bell Gardens' employees, except as set forth in this Agreement. Bell Gardens shall fully comply with the worker's compensation laws regarding Bell Gardens' employees. Bell Gardens shall indemnify

and hold GWMA, the State Water Board and all Sub-recipients under this Agreement harmless from any failure of Bell Gardens to comply with applicable workers' compensation laws.

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

3.3 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Bell Gardens' responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Project and Bell Gardens shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Bell Gardens that the decision must be made by the Board of Directors.

#### **4. LOCAL MATCH**

4.1 Deposit and Payment of Local Match. Within 30 days following the Effective Date of this Agreement (as defined under Section 6.1 below), each Sub-recipient shall deposit its share of the local match with GWMA along with a three percent GWMA administrative fee in accordance with Exhibit B. On each anniversary thereafter, if applicable, each Sub-recipient shall deposit with GWMA the next annual payment of its local match and GWMA administrative fee. With respect to Bell Gardens only, Bell Gardens' local match obligation may be satisfied by

the contribution of in-kind services, property, or supplies as permitted under the Grant Agreement. Bell Gardens' in-kind contributions shall be detailed in the statements sent to GWMA pursuant to Section 2.2 and shall include a dollar amount and description of the in-kind contribution, the remaining agreed upon value of which shall be credited or refunded to Bell Gardens whichever the case may be upon approval by the State Water Board.

4.2 Return of Local Match. In the event the Project is constructed for less than the budgeted sum, or this Agreement is terminated, GWMA shall return to each Sub-recipient its respective percentage share of the remainder of the-unexpended and unencumbered local match within 30 days from the date of filing the notice of completion for the Project.

4.3 Remedies for Failure to Contribute Local Match and Funds. If any Sub-recipient (the "Non-Contributing Sub-recipient") fails to timely pay all or any portion of the local match or contingency fund required pursuant to this Agreement 30 days following receipt of written notice from GWMA, such Non-Contributing Sub-recipient shall be terminated from this Agreement and shall be deemed non-participatory in the construction in the John Anson Ford Park Infiltration Cistern System, Phase I Project.

## **5. PROVIDE REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS**

5.1 Reports. Bell Gardens shall prepare and GWMA shall forward progress reports that must accompany each bi-monthly reimbursement request to the State Water Board to fulfill GWMA's reporting obligations under the Grant Agreement. Bell Gardens shall assist GWMA by providing all requested documentation for GWMA to submit the project reports.

## **6. TERM**



6.1 Term. This Agreement shall commence on the Effective Date and shall continue through the date of filing the notice of completion plus 20 years for maintenance, unless earlier terminated in accordance with Section 8.3 of this Agreement. For purposes of this Agreement, the Effective Date shall be the date on which the final Sub-recipient duly executes this Agreement.

## **7. INSURANCE AND INDEMNIFICATION**

7.1 Insurance. As required by Section 4(h) of Exhibit D of the Grant Agreement, Bell Gardens agrees to maintain sufficient insurance coverage considering the scope of this Agreement and the Project including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

7.2 Insurance. As required by Section 21 of Exhibit C of the Grant Agreement, Bell Gardens will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by Bell Gardens of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to

the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. Bell Gardens shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens. During construction and throughout the useful life of the Project, Bell Gardens shall provide and maintain the insurance against fire, vandalism and other loss, damage or destruction of the Project:

7.3 Memorandum of Project Coverage. Bell Gardens shall file with GWMA, upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent as accepted by GWMA's Risk Manager, that shall provide proof of insurance and provide that notice of cancellation shall be provided to the other Sub-recipients and GWMA.

7.4 Additional Insured Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, each Sub-recipient and each of their respective officers, agents, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

7.5 Coverage Requirements. Bell Gardens shall require each consultant or contractor retained by Bell Gardens to implement the Project to obtain liability coverage at least as comprehensive as required under this Section 7 of this Agreement for Bell Gardens and shall require GWMA, each Sub-recipient and each of their respective officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Bell Gardens shall also require each consultant and contractor to obtain workers' compensation coverage in not less than the minimum required under California law.

7.6 Approval of Insurance Policies. The specific levels and coverages of the insurance policies shall be subject to the reasonable review and approval of the Executive Officer of GWMA.

7.7 Indemnification. Notwithstanding Government Code Section 895.2, no Party nor any officer or employee of any Party shall be responsible for any damage or liability occurring by reason of any act or omission on the part of another Party under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of the other Party under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, each Party shall fully indemnify, defend, and hold the other Parties harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of that Party under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of that Party under this agreement. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, *et seq.*, of the Government Code for a dangerous condition of property owned by or under the control of any Party, that Party shall fully defend, indemnify, and hold the other parties harmless from any and all liability arising from such dangerous condition. The provisions of this Section 7.7 shall survive the expiration or termination of this Agreement.

## **8. ENFORCEMENT OF CONTRACT**

8.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter

arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District Court, or any other appropriate court in Los Angeles County. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Bell Gardens shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

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

8.3 Termination. GWMA may immediately terminate this Agreement by giving written notice to Bell Gardens and the other Sub-recipients if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated. If GWMA fails to perform its obligations under the Agreement, any Sub-recipient can terminate this Agreement with respect to that party by giving 30-day advance written notice to cure the violation to GWMA with copies to the other Sub-recipients. In the event GWMA does not cure the violation within the cure period, the Agreement will be terminated with respect to that Sub-recipient on the 30th day.

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

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

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

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

8.8 Related Litigation. Under no circumstances may Bell Gardens use any portion of the Grant Funds to pay costs associated with any litigation related to the Grant.

## **9. MISCELLANEOUS PROVISIONS**

9.1 Nondiscrimination. During the performance of this Agreement, Bell Gardens and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

Bell Gardens, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Bell Gardens, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Bell Gardens, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Bell Gardens shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

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

9.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

9.6 Time of the Essence. Time is of the essence with respect to all provisions within this Agreement.

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

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

[signatures begin on next page]

GWMA

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Bell Gardens

City of Bell Gardens,  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Bell,  
a California \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Commerce,  
a California \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Cudahy,  
a California \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Huntington Park,  
a California \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Maywood,  
a California \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Vernon,  
a California charter city

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**GRANT AGREEMENT**  
**(Attached)**



**EXHIBIT B**  
**COST ALLOCATION**

[illegible]

Total Cost Share	\$1,305,538.00
3% GWMA Admin	\$33,165.14
<b>Total</b>	<b>\$1,338,703.14</b>

Carla M. M. Smith

Carla M. M. Smith

9/20/17

have

16401 Paramount Boulevard  
Paramount, CA 90723  
562.663.6850 phone  
562-634-8216 fax



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January 11, 2018

## **SECTION 12: FY 2017/18 Budget Increase for General Legal Counsel Services**

### **SUMMARY:**

Richards, Watson and Gershon (“RWG”) was retained by GWMA while the JPA was in its formative stages in 2007/2008. RWG has provided legal counsel services to GWMA as it grew in size, complexity and independence since that time. Over the course of those years, the budget for their services was adequately calculated based upon known and projected needs for the coming fiscal year. However, during the current fiscal year, several unique and unexpected legal issues have arisen which have significantly impacted the budget for Legal Counsel services. Staff is now recommending that the budget for RWG services be increased to \$88,000 from \$50,000 for FY 2017/18.

### **BACKGROUND:**

During the current FY 2017/18, RWG has continued to provide general legal counsel services. However, unlike previous years, RWG has also provided extraordinary legal counsel services related to recent interpretations regarding conflict of interest law. These issues were potentially significant to GWMA. With much at stake, it was imperative for legal counsel to research and ensure that all laws, interpretations and exceptions be understood in order to provide appropriate legal advice and recommendations to GWMA. This not only potentially affected GWMA in general, but also affected a grant agreement between the State Water Resources Control Board and GWMA as well as sub-recipient agreements between the Lower LA Upper Reach 2 Watershed Group and GWMA. With all future grants at stake as well, it was important to resolve and address the matters at hand. These unusual issues significantly impacted the current FY 2017/18 Budget for Legal Counsel services.

Staff has discussed the budget and costs with legal counsel. On December 19, 2017, Legal Counsel submitted a projected amount of \$38,000 to sufficiently cover the remainder of FY 2017/18, assuming no further extraordinary demands for legal services were required.

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### **FISCAL IMPACT:**

Funds are available in the General Reserves to cover the budget increase.

### **RECOMMENDATION:**

1. Approve FY 2017/18 Administrative Budget Increase to \$88,000 for Legal Services provided by Richards Watson & Gershon.

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January 11, 2018

### **SECTION 13: FY 2-17/18 Budget Increase for Executive Officer Services and Amendment to GK Consulting Agreement**

**PREPARATION AND PRESENTATION OF STAFF REPORT:** This Board Report was prepared by the General Counsel and the Chair of the Board of Directors and will be presented by the Chair of the Board.

**BACKGROUND:** The Board entered into a contract with GK Consulting for management, administrative and accounting services effective September 1, 2015. The contract expires on February 28, 2019. The compensation under the contract is based on hourly rates which vary depending on the person providing the services with a maximum cap of \$260,000 per year unless first approved by the GWMA Board.

Since the agreement was entered into in 2015, the time expended by GK Consulting to provide the services has increased due to an expansion in the activities in which GWMA is involved. For example, GK Consulting is now providing services to GWMA in connection with the following programs in which GWMA was not involved in 2015:

COG/GWMA Coordination

Negotiation and Coordination of Multiple and Multi-Party Agreements and Grants  
Participation in GLAC IRWM Leadership Committee Meetings and Related Sub-Meetings

Development and Implementation of Multiple, Formal GWMA Procedures and Policies

The Executive Officer indicates that she was able at first to ameliorate this situation by having much of the additional services provided by persons with lower billing rates. However, some of the expanded services can only be provided by the Executive Officer and, in any event, she has indicated that the persons with lower billing rates are already working full time on GWMA matters.

These additional GWMA activities have required GK Consulting to provide more services than anticipated when the contract was approved in July, 2015. In this regard, GK Consulting has indicated that during the last fiscal year the firm did not bill for \$15,000 in services in order to remain within the budget.

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The Executive Officer has indicated that she has averaged an additional 16 hours per month this fiscal year more than past years due to the general expansion of GWMA's activities and more recently, as a result of recent trends in interpretation of the conflict of interest laws as well as how the conflict of interest laws impact the Prop 1 John Anson Ford Infiltration Cistern System, Phase I grant. She indicates that this has led to a greater discrepancy between the original maximum contract amount and the value of the services GK Consulting is providing based on the hourly rates in the contract. In addition, she has indicated that the cost of retaining employees by GK Consulting has increased since the contract was originally approved in 2015.

Due to the increased demand for GWMA's services, the Executive Officer believes she cannot provide sufficient resources to ensure proper management, administrative and accounting services to support GWMA's needs under the existing cap. For these reasons GK Consulting is requesting an increase in the hourly rate for the Accounting/Administrative Assistant and Administration/Grants Coordinator positions from \$55.00 to \$57.75, or 5%, and an annual increase in the maximum fiscal year compensation from \$260,000 to \$305,000. GK Consulting submits monthly detailed timesheets for actual time worked. The Executive Officer has indicated that these adjustments would allow her the flexibility to provide an appropriate level of management services to GWMA.

### **RECOMMENDATION:**

- a. Approve and authorize the Board Chair to sign Amendment 4 to the GK Consulting Professional Services Agreement to increase the maximum fiscal yearly compensation to \$305,000 and to increase the hourly rate charged to GWMA for the Accounting/Administrative Assistant and Administration/Grants Coordinator positions from \$55.00 to \$57.75.
- b. Increase the Fiscal Year 2017-2018 Professional Services budget by \$45,000.

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AGENDA ITEM NO. 13

FOURTH AMENDMENT TO AGREEMENT BETWEEN  
GWMA AND GK CONSULTING

THIS FOURTH AMENDMENT is made and entered into as of January 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority ("GWMA") and GK Consulting, a CALIFORNIA CORPORATION ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Fourth Amendment is made with the respect to the following facts and purposes:

a. On September 1, 2015, GWMA and Consultant entered into that certain Professional Services Agreement for Management, Accounting and Administrative Consulting Services in the amount not-to-exceed Two Hundred Sixty Thousand per year (\$260,000) ending on February 28, 2018.

**SELECT AND CHECK ONE:**

  X   b. The parties now desire to amend the Agreement as set forth in Exhibit A.

       c. The parties now desire to extend the Agreement as set forth below:

Section of the Agreement entitled " \_\_\_\_\_ " is hereby amended to read as follows:

*"The term of this Agreement shall commence on the effective date of this Agreement and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with the terms of this Agreement or extended by the GWMA Governing Board."*

2. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Amendment to the Agreement to be executed as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first written above

*[SIGNATURE PAGE FOLLOWS]*

The parties are signing this Agreement on the effective date.

**GWMA**

**Consultant**

Los Angeles Gateway Region Integrated  
Regional Water Management Authority

GK Consulting

By: \_\_\_\_\_  
Name: Christopher S. Cash  
Title: Chair

By: \_\_\_\_\_  
Name: Grace J. Kast  
Title: President





**GK Consulting**

Creating and Managing Solutions for Your Success

**Proposal**

Prepared for:

**Gateway Water Management Authority**

**Amendment to GK Consulting 2015 Agreement for  
Management, Accounting and Administrative Services**

Prepared by: Grace J. Kast

GK Consulting

January 2018

1186 5th Street, Norco, CA 92860

[grace.gkconsult@gmail.com](mailto:grace.gkconsult@gmail.com)

626.485.0338



## EXHIBIT A

GK Consulting appreciates the opportunity to present this proposal to GWMA requesting an amendment to the June 29, 2015 Agreement. This proposal requests an increase of Executive Officer hours for GWMA and also requests a modest increase to the hourly rates of its employees in support of GWMA's management, administrative and accounting needs. As per the 2015 agreement, it states "At no time will the annual not-to-exceed amount be exceeded unless given prior approval by the GWMA Board". This proposal would be in effect for the remainder of the current contract effective January 1, 2018 and expires on February 28, 2019.

In 2015, Ms. Grace Kast was requested to consider creating a corporation in lieu of her sole proprietorship and hire employees to support GWMA's needs. This was after GWMA's Legal Counsel reported to the Board that retaining full-time staff as sole proprietors was not advisable. At that same time, GWMA was transitioning from having a Lead Agency (Signal Hill) handle its accounting, financial and banking needs and bringing those activities in-house. At her own expense, Ms. Kast established GK Consulting Inc. ("GKC") with employees and insurance to cover GWMA's needs. Thereafter, GKC entered into an agreement with GWMA on June 29, 2015 using calculations and assumptions to estimate current and future management, administrative and accounting needs and an annual, maximum not-to-exceed of \$260,000.

Since 2015, GKC's operating expenses have increased while GWMA's activities have also continued to increase. In FY 2016/17, GKC voluntarily did not charge all hours worked by the Executive Officer in order to stay within budget (~\$15,000). A shortfall is already occurring in FY 2017/18 due to additional Executive Officer hours. For example, for the period of July 1, 2017 through December 31, 2017, the Executive Officer's hours average an additional 16 hours per month due to general increased activity and also legal activity due to recent court actions regarding conflict of interest issues raised by legal counsel. These additional hours have significantly impacted the current contract budget with GKC for management and administrative duties.

GKC is now requesting a rate increase for accounting/administrative staff to cover increased operating expenses and also requesting additional hours for the Executive Officer through the end of the current contract term which expires on February 28, 2019.

**All charges are invoiced and submitted for actual hours worked on a monthly, detailed timesheet to GWMA. The averages below are used to calculate and estimate costs.**

As of 2016 Positions	FY 2016/17			Projected July 2017 to February 2019			% Rate Change
	Current Hourly Rates	Avg Hrs Worked/ Month	Avg Monthly Charges	New Hourly Rates	Monthly Avg Hrs	Avg Monthly Charges	
P/T Executive Officer	\$110	45	\$4,950	\$110.00	59	\$6,490	0%
F/T Acct/Admin Asst.	\$55	164	\$9,020	\$57.75*	164	\$9,471	5%
F/T Admin/Grants Coordinator	\$55	164	<u>\$9,020</u>	\$57.75*	164	<u>\$9,471</u>	5%
Monthly Average			\$22,990			\$25,432	
FY 2016/17 Annual Cost			\$275,880			\$305,184	
Annual Maximum per Contract			\$260,000			**305,000	
GKC FY 2016/17 Amount Not Charged due to Add'l EO Hours			(\$15,880)				

\*Rate increase effective January 1, 2018

**This proposal is for a revised not-to-exceed annual amount of \*\*\$305,000 for all Management, Accounting and Administrative Services to support GWMA through the contract expiration of February 28, 2019.**