



AGENDA

**Regular Meeting of the Board of Directors
Thursday, January 10, 2019 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. Consent Calendar: (Acted as one item unless withdrawn by request)

- a. Minutes of the Board Meeting of November 8, 2018 (Enclosure)
- b. Ratify the Warrant Register for December 2018, and Approve the Warrant Register for January 2019 (Enclosure)
- c. Ratify Transfer in the amount of \$500,000 from GWMA's Wells Fargo Checking Account to GWM's LAIF Account (Enclosure)
- d. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure)

6. Status Report Update and Discussion/Action on GWMA Funding Strategy & Grants Program (Enclosure)

- a. Nominate a maximum of five (5) projects for GWMA to fund grant applications costs and submit grant applications for the 2018 Proposition 1 Integrated Regional Water Management Grant Program, Round 1.

7. Discussion/Action Regarding Administration and Cost Sharing for the Implementation of the Coordinated Compliance, Monitoring and Reporting Plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads (Enclosures)

- a. Approve for execution the Memorandum of Understanding for administration and cost sharing for implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic

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Pollutants Total Maximum Daily Loads, contingent upon non-material changes approved by legal counsel.

- b. Approve agreement template between GWMA and Individual or General National Pollutant Discharge Elimination System Permit Holders, and authorize the Chair to execute agreements, contingent upon non-material changes approved by legal counsel.

8. Gateway Region Watershed Management Groups Oral Reports

- 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

9. Executive Officer's Oral Report

10. Directors' Oral Comments/Reports

11. Adjournment to Regular Board Meeting on February 14, 2019

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AGENDA ITEM: 5a

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
AT PARAMOUNT, CALIFORNIA
THURSDAY, NOVEMBER 8, 2018**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, November 8, 2018 at 12:00 p.m. at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Chair Lisa Rapp called the meeting to order at 12:11 p.m. Roll was called by Ms. Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor	Artesia
Jordan Monroe	Avalon
Robert Linton (alternate)	Bell
Chau Vu	Bell Gardens
Bernardo Iniguez (alternate)	Bellflower
Tammy Hierlihy	Central Basin MWD
Mike O'Grady (alternate)	Cerritos
Gina Nila	Commerce
Christina Dixon (alternate)	Downey
Dan Mueller	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
B. Anatole Falagan (alternate)	Long Beach Water Dept.
Julian Lee (alternate)	Norwalk
Adriana Figueroa	Paramount
Kenner Guerrero	Pico Rivera
Kelli Tunnicliff	Signal Hill
Claudia Arellano (alternate)	Vernon
Phuong Nguyen (alternate)	Whittie
Esther Rojas	Water Replenishment District

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Administrative Manager
Kekoa Anderson	Koa Consulting
Bill Minasian	Downey Resident
Sara Huezo	Paramount Resident
Damian Roales	City of Norwalk

ITEM 3- ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

**ITEM 5 - PRESENTATION: TAPPING INTO AVAILABLE CAPACITY IN EXISTING
INFRASTRUCTURES TO CREATE WATER SUPPLY AND WATER
QUALITY SOLUTIONS (DAVID PEDERSEN)**

Mr. David Pedersen, General Manager for Las Virgenes Municipal Water District provided a presentation regarding the District's first phase of their investigation of leveraging available capacity in the waste water treatment plants for treating urban runoff/stormwater (dry-weather flows and initial stormwater runoff containing highest concentration of pollutants) to generate a new source of recycled water.

Kelli Tunnicliff enter at 12:15 p.m.

Robert Linton enter at 12:19 p.m.

ITEM 6 - CONSENT CALENDAR

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

AYES: Dor, Monroe, Linton, Vu, Iniguez, Hierlihy, O'Grady, Nila, Dixon, Stowell, You, Lee, Figueroa, Tunnicliff, Arellano, Nguyen

NOES: None.

ABSTAIN: Minutes Only - Mueller, Rapp, Falagan, Guerro, Rojas

**ITEM 7 - STATUS REPORT UPDATE ON GWMA FUNDING STRATEGY AND
GRANTS PROGRAM**

Mr. Kekoa Anderson, Koa Consulting, provided the Board with a status update on GWMA Funding Strategy and Grants Program ("Program"). As authorized by the board at the October GWMA Board Meeting, staff submitted RMC Proposition 1 Lower Los Angeles River Grant Applications on October 31st for the three following regional projects: John Anson Ford Park; LADWP Transmission Easement; and, LB-MUST Expansion.

Mr. Anderson further reported that on October 16th, RMC issued Proposition 1, Round 2, Grant Program Guidelines for projects within the RMC Territory. Funding available through this grant program is \$10.8 million. The deadline to apply for the grant is December 16, 2018. Successful applicants are anticipated to be notified by March 31, 2019. GWMA staff will submit

an email to the board members to ask if any of the members need GWMA to submit an application for the Round 2 solicitations on their behalf.

Director Chau Vu motioned to authorize staff to prepare and provide letters of support, if requested, to cities and agencies within the Gateway Region of Southeastern Los Angeles County who will be applying for the grant applications for Round 2, Proposition 1 RMC Grant Program. The motion was seconded by Director Adriana Figueroa and was approved by the following voice vote:

AYES: Dor, Monroe, Linton, Vu, Iniguez, Hierlihy, O'Grady, Nila, Dixon, Mueller, Stowell, Rapp, You, Falagan, Lee, Figueroa, Guerra Tunnicliff, Arellano, Nguyen, Rojas

NOES: None.

ABSTAIN: None.

Mr. Anderson concluded his report by indicating that the 2018 IRWM Implementation Grant Program, draft guidelines and schedule have now been circulated and will soon be finalized. In July 2018, the Board approved up to 5 projects to be identified for inclusion in the Greater LA IRWM Implementation Grant cycle and for consideration to fund grant application costs, estimated to be approximately \$20k per project (if project proponent wishes to do so) through the engagement with LA County for the preparation and submittal of the grant applications. GWMA staff will send an email to the board members to inquire which agencies want their project to be considered for GWMA to submit the application.

Director Chau Vu motioned to receive and file the status report update on GWMA Funding Strategy & Grants Program. The motion was seconded by Director Adriana Figueroa and was approved by the following voice vote:

AYES: Dor, Monroe, Linton, Vu, Iniguez, Hierlihy, O'Grady, Nila, Dixon, Mueller, Stowell, Rapp, You, Falagan, Lee, Figueroa, Guerra Tunnicliff, Arellano, Nguyen, Rojas

NOES: None.

ABSTAIN: None.

ITEM 8 – GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL REPORT

Lower Los Angeles River Upper Reach 2 Watershed Group

Director Nila reported two applications were submitted by GWMA for two projects in LLAR UR2 Watershed. She also reported that they are in design for the John Anson Ford Project, Phase 1 and that an RFP had been issued for CEQA work

Lower Los Angeles River Watershed Group

None.

Los Cerritos Channel Watershed Group

Director Rapp reported the Boulevard Park Project is in the startup process. The challenges have been: 1) experiencing a large amount of sediment and debris to drop inlet structure, and trying to keep it out of the reservoir, and increasing the effort to maintain the pre-treatment system; and 2) the startup process for irrigation of the park which required them to apply for a permit from the health department, in which they are the first in LA County to treat and directly use water out of a channel for irrigation purposes. They have been working closely with the water resource department, health department, manufacturer of equipment, and consultants to prepare an alternative sampling plan to resubmit to the health department.

Lower San Gabriel River Watershed Group

Director O' Grady reported the next watershed meeting will be on November 15th.

ITEM 9 – EXECUTIVE OFFICER'S ORAL REPORT

None.

ITEM 10 – DIRECTORS' ORAL COMMENTS/REPORT

Director Dor requested that the Membership Ad-Hoc committee convene to re-evaluate the membership dues policy. After discussion, the following members were appointed to serve on the Membership Ad-Hoc committee: Directors Dor, Figueroa, Rapp, Linton. The Executive Officer will coordinate the conference meeting.

The meeting was adjourned at 1:03 p.m.

The next Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, December 13, 2018 at 12:00 p.m. at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Kelli Tunnicliff, Secretary/Treasurer

Date



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

January 10, 2019

AGENDA ITEM 5b - Ratify the Warrant Register for December 2018, and Approve the Warrant Register for January 2019

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 Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION:

The Warrant Register for expenditures dated December 2018 in the amount of \$410,541.04 is submitted for ratification by the Board, and the Warrant Register for expenditures dated January 2019 in the amount of \$139,389.87 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Registers total \$549,930.91. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Ratify the Warrant Register for December 2018, and Approve the Warrant Register for January 2019.

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AGENDA ITEM: 5b
WARRANT REGISTER
DISBURSEMENT JOURNAL
DECEMBER 2018

Invoice Date	Vendor	Invoice Number	Description	Amount
10/5/2018	Anchor QEA	58919	RMC Compliance Monitoring FY 18/19 (Services 7/1/18 - 8/31/18)	\$ 87,489.91
10/26/2018	Anchor QEA	59487	RMC Compliance Monitoring FY 18/19 (Services provided 9/1/18-9/30/18)	\$ 56,277.11
10/26/2018	Anchor QEA	59587	RMC Compliance Monitoring FY 17/18 (Services 9/1/18-9/30/18)	\$ 25,380.75
10/26/2018	Anchor QEA	59671	RMC Compliance Monitoring FY16/17 (Services 9/1/18-9/30/18)	\$ 32,709.00
11/6/2018	City of Baldwin Park	HTU-2018-05	Reimbursement for Overpayment for Harbor Toxic Upstream (Inv HTU-2018-05)	\$ 1,197.89
11/1/2018	City of Paramount	3979	Rent for November	\$ 351.51
11/1/2018	City of Paramount	3996	Meeting Expenses (October 11, 2018)	\$ 24.10
12/1/2018	City of Paramount	3998	Rent for December	\$ 351.51
12/1/2018	City of Paramount	4004	Meeting Expenses (November 8, 2018)	\$ 24.10
11/7/2018	Civiltec Engineering, Inc.	39669	Advance Water Metering	\$ 1,305.00
10/31/2018	Clifton Larson Allen	1948787	Financial Services 9/1/18 - 9/30/18	\$ 1,500.00
10/31/2018	Clifton Larson Allen	1948788	Financial Services 10/1/18 - 10/30/18	\$ 1,500.00
11/30/2018	Clifton Larson Allen	1967095	Financial Services 11/1/18 - 11/29/18	\$ 1,500.00
10/31/2018	CWE	18320	Prop 1 Stormwater Grant - John Anson Ford Cister (services 9/11/18-9/30/18)	\$ 23,020.48
11/30/2018	Gateway Cities COG	11/30/2018	Office Supplies and Fed Ex	\$ 225.81
11/16/2018	Joe A. Gonsalves & Sons	156994	Legislative Advocacy (Services through 12/1/18-12/31/18)	\$ 2,083.00
11/9/2018	John L. Hunter & Associates	GAHT1018	Harbor Toxic Monitoring (Services provided 9/1/18-10/31/18)	\$ 15,329.79
11/19/2018	John L. Hunter & Associates	GANPLA1018	Lower LA River WMP Implementation (Services Provided 10/1/18-10/31/18)	\$ 24,589.34
11/9/2018	John L. Hunter & Associates	GANPSG1018	Lower San Gabriel River WMP Implementation (Services Provided 9/1/18-10/31/18)	\$ 65,019.41
12/3/2018	Koa Consulting	K114-01-07	COG Water-Related Coordination Activities and Executive Officer Services	\$ 31,673.36
12/3/2018	Koa Consulting	K114-01-08	Reimbursement for Reproduction of RMC Prop 1 Lower LA River Grant Applications	\$ 330.68
11/13/2018	Richards Watson Gershon Law	219375	General Legal Services (Services through 10/31/18)	\$ 1,192.97
11/13/2018	Richards Watson Gershon Law	219376	Legal Services Relating to Harbor Toxic Pollutants TMDL Downstream (Services through 10/31/18)	\$ 112.50
11/1/2018	Richard Watson & Associates	18-192-003-011	Services for Development and Implementation of WMP & Implementation of CIMP for Los Cerritos Channel	\$ 36,509.67
10/11/2018	Rodger's Catering	40069	Catering for October Board Meeting	\$ 394.20
11/1/2018	Rodger's Catering	40297	Catering for November Board Meeting	\$ 448.95
Total				\$ 410,541.04

Reviewed and Approved by:


 Kelli Tunnicliff, GWMA Secretary and Treasure



AGENDA ITEM: 5b
WARRANT REGISTER
DISBURSEMENT JOURNAL
JANUARY 2019

Invoice Date	Vendor	Invoice Number	Description	Amount
11/28/2018	Anchor QEA	59875	RMC Compliance Monitoring FY 17/18 (Services 10/1/18 - 10/31/18)	\$ 11,791.25
11/28/2018	Anchor QEA	59876	RMC Compliance Monitoring FY 18/19 (Services provided 10/1/18-10/30/18)	\$ 11,971.90
12/29/2018	Clifton Larson Allen	1984801	Financial Services 12/1/18 - 12/29/18	\$ 1,500.00
12/30/2018	Gateway Cities COG	123018	Office Supplies and Fed Ex	\$ 216.23
12/19/2018	Joe A. Gonsalves & Sons	157066	Legislative Advocacy (Services through 1/1/19-1/31/19)	\$ 2,083.00
12/18/2018	John L. Hunter & Associates	BGFPP1018	Ford Park Project	\$ 832.50
12/31/2018	Koa Consulting	K114-01-09	COG Water-Related Coordination Activities and Executive Officer Services	\$ 31,673.36
12/21/2018	Richards Watson Gershon Law	220064	General Legal Services (Services through 11/30/18)	\$ 42.99
12/21/2018	Richards Watson Gershon Law	220065	Legal Services Relating to Harbor Toxic Pollutants TMDL Downstream (Services through 11/30/18)	\$ 2,407.50
12/20/2018	Richard Watson & Associates	18-192-003-012	Services for Development and Implementation of WMP & Implementation of CIMP for Los Cerritos Channel	\$ 76,871.14
			Total	\$ 139,389.87

Reviewed and Approved by:


Kelli Tunnicliff, GWMA Secretary and Treasurer



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January 10, 2019

AGENDA ITEM 5c: Ratify Transfer of Funds from GWMA's Wells Fargo Checking Account to GWMA's LAIF Account

SUMMARY:

In September 2015, the Board approved the GWMA's Accounting Policies and Procedures Manual. Included in this Manual was GWMA's Investment Policy. At the Board meeting in January 2017, the Board directed staff to establish a Local Agency Investment Fund (LAIF in the State Treasury under Government Code Section 16429.1) and approved the following procedures:

- a. Authorize the Chair, Vice-Chair and/or Secretary/Treasurer to initiate LAIF transfers in-out and to/from GWMA's Wells Fargo Checking account and that two of the three must sign formal written approval;
- b. The written approval authorizes staff to complete LAIF transfer in/out and to/from GWMA's Wells Fargo Checking account;
- c. GWMA Board to ratify transaction under the Consent Calendar;
- d. Authorize the Secretary/Treasurer to verify that all deposits and withdrawals have been properly approved and that all deposits and withdrawals to the GWMA's bank account that paid/received the funds to/from LAIF.

On November 8, 2018, GWMA's Chair and Secretary/Treasurer initiated a transfer in the amount of \$500,000 from GWMA's Wells Fargo Checking account to GWMA's LAIF account for investment/interest earning opportunities. Staff is recommending that the Board ratify this transaction.

FISCAL IMPACT:

None.

RECOMMENDATION:

Ratify transfer in the amount of \$500,000 from GWMA's Wells Fargo Checking account to GWMA's LAIF account.

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AGENDA ITEM 5d - Status of Total Legal Expenditures for General Legal Counsel Services for FY 2018/19

SUMMARY:

At the Board meeting in June 2018, the Board approved the budget for legal counsel services of \$60,000 for Fiscal Year (FY) 2018/19 to address legal issues. The Board also directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$60,000.00	FY2018/19 Budget amount for Legal Counsel services
<u>\$ 9,164.52</u>	Expenditures for Legal Counsel services through November 2018
\$ 50,835.48	Remaining budget amount available through June 30, 2019

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2018/2019 through November 2018 total \$9,164.52. Sufficient funds to cover payment for legal counsel services is remaining in the GWMA FY 2018/2019 budget.

RECOMMENDATION:

Receive and file the status the updated expenditures for Legal Counsel Services.

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AGENDA ITEM 6 - Status Report Update on GWMA Funding Strategy & Grants Program

BACKGROUND:

GWMA Funding Strategy & Grants Program Fiscal Year (FY) 2018/2019

The goal of the GWMA Funding Strategy & Grants Program FY 2018/2019 is to coordinate and identify possible funding strategies and to prioritize and optimize the benefits to the region with the greatest rate of return on our investment through shared funding avenues and program coordination.

Regional Program Coordination

- The Greater Los Angeles IRWMP's (OPTI system)
- The Gateway Cities Strategic Transportation Plan (STP)
- Metro Measure R & M
- The Lower Los Angeles River Revitalization Plan
- The Gateway Cities Urban Greening Plan

Grant Program Overview:

We are continuing to identify candidate projects and priorities based on the preliminary screening of potential grant requirements. The following areas were considered when developing candidate projects (Grant Focus Areas & Objectives):

- Improve Water Quality
- Improve Surface Water Quality
- Enhance Habitat/Protect and Restore Ecosystems
- Enhance Open Space & Recreation
- Reduce Flood Risk
- Address Climate Change & Develop Reliable Water Supply
- Identify Sustainable and Integrated Financing Opportunities

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Upcoming Coordination Meetings:

- | | |
|---|------------------|
| • Los Cerritos Channel Watershed Group | January 17, 2019 |
| • Lower San Gabriel Watershed Group | January 17, 2019 |
| • Lower Los Angeles River UR2 Watershed Group | January 28, 2019 |
| • Lower Los Angeles River Watershed Group | January 28, 2019 |
| • GCCOG/GWMA Joint Committee Meeting | February 4, 2019 |

DISCUSSION:

Proposition 1 IRWM Implementation Grant Funding (Round 1)

In October of 2018, the Draft Proposal Solicitation Package for the Proposition 1 – Round 1 Integrated Regional Water Management Grant Program was released. It is estimated that approximately \$34.3M will be made available for the first round of funding for the Ventura/Upper Santa Clara and Greater LA regions, with an additional \$3.4M designated for projects benefiting disadvantaged communities. At this time, it is anticipated that the 3 regions will submit projects competitively to DWR.

On December 12, 2018, a call for projects notification was distributed to Board Members and Alternates which described the criteria, base requirements, etc. Nominations for projects were due December 21st.

Basic requirements:

- CEQA and Feasibility Study should be completed by execution of grant agreement with the State (exceptions may apply);
- Minimum 50% non-State match required (DAC exceptions see below);
- DAC Projects will receive the following consideration for cost share match requirements:

76% - 100%:	100 percent cost share waiver
51% - 75%:	75 percent cost share reduction waiver
25% - 50%:	50 percent cost share reduction waiver
Less than 25%:	No cost share reduction waiver

Eligible Project Types:

- Water reuse and recycling for non-potable reuse and direct and indirect potable reuse
- Water-use efficiency and water conservation
- Local and regional surface and underground water storage, including groundwater aquifer cleanup or recharge projects
- Regional water conveyance facilities that improve integration of separate water systems

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- Watershed protection, restoration, and management projects, including projects that reduce the risk of wildfire or improve water supply reliability
- Stormwater resource management, including, but not limited to, the following:
 - Projects to reduce, manage, treat, or capture rainwater or stormwater
 - Projects that provide multiple benefits such as water quality, water supply, flood control, or open space
 - Decision support tools that evaluate the benefits and costs of multi-benefit stormwater projects
 - Projects to implement a stormwater resource plan developed in accordance with Part 2.3 (commencing with Section 10560) of Division 6 including Water Code § 10562 (b)(7)
- Conjunctive use of surface and groundwater storage facilities
- Water desalination projects
- Decision support tools to model regional water management strategies to account for climate change and other changes in regional demand and supply projections
- Improvement of water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff
- Regional projects or programs as defined by the IRWM Planning Act (Water Code §10537)

In July 2018, the Board approved up to five (5) projects for GWMA Board consideration to nominate and submit projects, and to fund the grant application costs for the preparation and submittal of the Proposition 1 IRWM Implementation Grant Application. The first step of the selection of nominated projects is scheduled to be decided upon in January/February by the Greater LA IRWM Lower San Gabriel/Lower Los Angeles Sub-region Steering Committee. The next step for project submittal nomination lies with the Greater LA IRWM Leadership Committee.

The projects listed on the following three pages were submitted for nomination. All projects are Disadvantaged Community Projects. Project Total Costs and Requested Funding Amount will be made available at the board meeting.

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No.	Project Title	Implementing Agency	Description
1	Central Basin Customer Conversions for DAC Communities	Central Basin Water District	The project would install approximately 4,000 linear feet of recycled water pipeline to supply approximately 110 acre-feet per year of recycled water to ten (10) disadvantaged community-based irrigation customers. The recycled water supply will be provided by our partner, the Los Angeles County Sanitation Districts. Technical services, pipelines, service connections, and recycled water customer site retrofits and conversions will be bundled into one program that will be coordinated with a targeted group of six (6) local cities and seven (7) water retailers. This project is focused specifically on future recycled water customer connections for Disadvantaged Communities (DAC) within CBMWD's service area. This is part of a renewed effort to focus on expansion of an additional source of water supply to support Disadvantaged Communities, while simultaneously working towards the goals of the Integrated Regional Water Management Plan. This project supports the Ahwahnee Water Principles and reduces energy and GHG
2	Long Beach MUST	City of Long Beach	This project is to construct a stormwater and urban runoff treatment facility. When fully operational, this project will have the potential to intercept and treat non-stormwater and initial stormwater (first flush) runoff flows for the cities of Long Beach, Signal Hill, Paramount, Lynwood, and South Gate. After treatment, water would be recycled for irrigation use at parks and along the vicinity of the 710 Freeway. The facility will be located adjacent to the Lower Los Angeles River along the Drake-Chavez Greenbelt, southeast of the Shoemaker Bridge. The project proposes to treat water from 2,956 drainage acres during Phase 1, 3,770 drainage acres during Phase 2, and possible additional drainage acres from other regional areas in future expansions. The project would have the capacity to treat approximately 436,000 gallons of runoff per day and store an additional 500,000 gallons. This project will contribute to improving water quality in the Lower Los Angeles River.
3	Lynwood City Park	City of Lynwood	Lynwood City Park is located near the intersection of Martin Luther King Jr. Street and Bullis Road. Runoff from and entering the site flows directly into Compton Creek, a major tributary of the Los Angeles River. The types of BMPs planned for this project include Vortex Style pre-treatment systems, a storage reservoir, water harvesting for irrigation, and an infiltration vault. Stormwater from approximately 1,005 acres will be treated with the completion of this project. Lynwood City Park has the capacity to treat 12 acre feet of stormwater. This will result nearly 100 acre feet of water to be captured and filtered annually. Ultimately, all cities of the LLAR will benefit.

No.	Project Title	Implementing Agency	Description
4	Yvonne Burke-John D. Ham Park	City of Lynwood	Yvonne Burke-John D. Ham Park is located within the City of Lynwood near the intersection of Lavinia Avenue and Atlantic Avenue. Runoff from and entering onto the site flows directly into Compton Creek, a major tributary of the Los Angeles River. The types of BMPs planned for the project include infiltration and capture and reuse. Stormwater from approximately 402 acres will be treated with the completion of this project. Yvonne Burke-John D. Ham Park has the capacity to treat 10.4 acre feet of stormwater, which will result in nearly 100 acre feet of water to be captured and infiltrated annually. Ultimately, as part of the implementation of the WMP, all cities of the LLAR will benefit.
5	State Street Corridor	City of Lynwood	The State Street Corridor is located within the City of Lynwood; the proposed project is located at several parks along State Street, including Carnation Park, Rose Park, and Adolfo Medina Park. Runoff from and entering onto the sites flows directly into Compton Creek, a major tributary of the Los Angeles River. The types of BMPs planned for the project include infiltration and capture and reuse. Stormwater from approximately 2,389 acres will be treated with the completion of the project. As part of the implementation of the WMP, all cities of the LLAR will benefit.
6	Catalina (Avalon) Desalination Plant 2	City of Avalon/Southern California Edison	Construction of Desalination Plant 2 (0.23 MGD). Recently (09/2016 to 03/2017) water rationing was as high as 50% on the island and the Avalon community has voiced support to SCE pursuing projects as outlined in the Desalination Feasibility Study (Attachment) to help achieve a more drought resilient system. This project is a necessary first step to accomplish this. The increase in desalination capacity correlates to a reduction in water extraction from the island fresh groundwater sources, benefits the local ecosystem, and staves off the adverse impacts by a decreasing supply during drought seasons. Desalination Plant 2 includes pre-treatment, reverse osmosis (RO) treatment, and post-treatment systems. In addition to increasing capacity, the new plant provides treatment redundancy and system reliability to accommodate future expansion. The project execution schedule was driven by California's emergency drought condition.

No.	Project Title	Implementing Agency	Description
7	Catalina (Avalon) Desalination Storage & Distribution Enhancements	City of Avalon/Southern California Edison	Construction of pipeline system between existing Avalon Storage Tanks (0.35 MG) and higher elevation Wrigley Reservoir (9 MG); and thereby increasing water production capacity through desalination for the Avalon Desalination Distribution System (estimated 38.24 AF/year). This is a next step as identified in the Desalination Feasibility Study (Attachment) to help achieve a more drought resilient system. The increase in desalination capacity correlates to a reduction in water extraction from the island fresh groundwater sources, benefits the local ecosystem, utilizes existing infrastructure, and staves off adverse impacts by a decreasing supply during drought conditions. The current Desalination Facility production is limited by storage reserves available and does not efficiently capitalize on off-peak periods to produce and store excess water due to infrastructure constraints. The proposed project includes a pump station, enhanced pipeline and pressure reducing stations to achieve bi-directional flow.
8	Catalina (Avalon) Salt Water Well Enhancements	City of Avalon/Southern California Edison	Construction of a new Salt Water Well System capable of producing an additional 700 GPM (350 GPM incremental, 350-400 GPM redundancy), and construction of the associated Desalination system enhancements to accommodate the higher source production. This is estimated to produce 63.9 AF/yr. This is a next step as identified in the Desalination Feasibility Study (Attachment) to help achieve a more drought resilient system. The increase in overall desalination capacity correlates to a reduction in water extraction from the island fresh groundwater sources, benefits the local ecosystem, utilizes existing infrastructure, and staves off adverse impacts by a decreasing supply during drought conditions. The current Desalination Facility production is limited by source capacity and cannot utilize treatment equipment during peak demand periods. The proposed projects includes two new well developments (estimated at 350 GPM/well) adjacent to the existing operating salt water wells and auxiliary desal treatment enhancement.

FISCAL IMPACT:

If GWMA selected 5 projects to fund grant applications, an estimated total of \$100,000 would be needed leaving a balance of \$32,748 in available reserves. This would impact how future grant applications could be funded. Identification of the actual costs to submit the grant application for each project will be determined in the months to come.

RECOMMENDATION:

Nominate a maximum of five (5) projects for GWMA to fund grant applications costs and submit grant applications for the 2018 Proposition 1 Integrated Regional Water Management Grant Program, Round 1.

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With Technical Support from The Sanitation Districts of Los Angeles County



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

January 10, 2019

AGENDA ITEM 7 - Discussion/Action Regarding Administration and Cost Sharing for the Implementation of the Coordinated Compliance, Monitoring and Reporting Plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads

BACKGROUND:

GWMA staff and legal counsel have developed a Memorandum of Understanding (MOU) for administration and cost sharing for implementation of the coordinated compliance, monitoring and reporting plan ("CCMRP") for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads, contingent upon non-material changes approved by legal counsel. In addition, a new agreement template for private companies "Individual Permittees" to participate and cost-share in the CCMRP was developed for Board approval, contingent upon non-material changes approved by legal counsel.

DISCUSSION:

In April of 2014, GWMA entered into an MOU with the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill and Los Angeles, acting by and through its board of harbor commissioners, the County of Los Angeles, Los Angeles County Flood Control District and the Port of Long Beach. The MOU is set to expire in April 2019. The new draft MOU is materially similar to the prior MOU. It should be noted, however, that the Los Angeles Regional Water Quality Control Board is currently in the process of developing a new MS4 Permit for Los Angeles County and reopening the TMDL. The MOU would authorize the GWMA and the permittees to reconsider the cost-share obligations of each permittee if the MS4 Permit and/or TMDL are amended during the MOU's term.

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Participating GWMA members and non-members will be invoiced for administrative fees on each payment to cover direct administrative costs. GWMA non-members will also be invoiced for administrative fees on each payment to cover indirect administrative costs. GWMA members will not be invoiced for indirect administrative costs as members already pay annual membership fees that pay for these costs. Administrative fees are set by the GWMA Board annually per the “Collection and Use of Direct and Indirect Administrative Fees” Policy approved on May 14, 2018.

In addition to the MOU, the Board also authorized staff to enter into agreements (using an approved template) with Individual Permittees to participate and cost-share in the CCMRP. This also expires in April 2019. Similar to the current MOU, the new draft MOU would require GWMA to contract with Individual Permittees that are approved by the Harbor Toxics group. The Board previously determined that this process was acceptable in light of the cost savings associated with private firms paying for portions of the monitoring costs. However, this remains a policy issue for the Board’s consideration. Individual Permittees who execute the template agreement with GWMA will pay direct and non-direct administrative fees as non-members. This draft template agreement is materially similar to the current template, although the indemnity provisions have been strengthened in accordance with prior Board direction. Individual Permittees will also incur an annual and cumulative CPI adjustment based upon a starting annual cost of \$14,145. The administrative fees will be deducted from the annual cost with the balance of funds collected going to the MOU Permittees.

FISCAL IMPACT:

GWMA’s Direct and Indirect Administrative Costs Services would be accounted for and paid from the GWMA Administrative Fee collected annually.

RECOMMENDATION:

- a. Approve for execution by the Chair, the Memorandum of Understanding for administration and cost sharing for implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads, contingent upon non-material changes approved by legal counsel.
- b. Approve agreement template between GWMA and Individual or General National Pollutant Discharge Elimination System Permit Holders, and authorize the Chair to execute agreements, contingent upon non-material changes approved by legal counsel.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH

FOR ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF
THE COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR
THE DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS
WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This Memorandum of Understanding ("MOU") is made and entered into as of April 15, 2019 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach").

RECITALS

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

WHEREAS, for the purposes of this MOU, the term "Permittees" shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

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

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

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

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary ("Greater Harbor Waters"); and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by implementing the Coordinated Compliance, Monitoring, and Reporting Plan ("CCMRP") for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CCMRP was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer on June 6, 2014; and

WHEREAS, the Permittees have elected to implement the CCMRP to address the Harbor Toxic Pollutants TMDL requirements; and

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees have collaborated with the GWMA in the implementation of the CCMRP; and

WHEREAS, the Permittees have determined that the costs of implementing the CCMRP and other related costs incurred by the GWMA in administering this MOU should be shared by the Permittees; and

WHEREAS, each Permittee shall pay its share of the costs of implementing the CCMRP, and any administrative costs related thereto, based on the Cost Sharing Tables in Exhibit A; and

WHEREAS, individual NPDES permit holders that are not Permittees may wish to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Parties contemplate allowing other individual NPDES permit holders to participate in the CCMRP without being a party to this MOU, in order to minimize the costs of preparing and implementing the CCMRP to each of the Permittees; and

WHEREAS, the Parties authorize the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CCMRP cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the CCMRP, the Parties contemplate that the Cost Sharing Tables in **Exhibit “A”** will be modified as appropriate and each Permittee’s proportional payment obligation reduced accordingly to reflect the other individual NPDES permit holders’ payments; and

WHEREAS, the Parties have determined that authorizing the GWMA to retain a consultant to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have approved a consultant, Anchor QEA, L.L.C. (“Consultant”) and authorized GWMA to hire and serve as conduit for paying Consultant to implement and conduct the monitoring set forth in the CCMRP; and

WHEREAS, GWMA and Consultant entered into an agreement dated July 10, 2014 for the purpose of retaining the Consultant to implement and conduct the monitoring set forth in the CCMRP and perform other professional services (“Consultant Agreement”), incorporated herein by this reference; and

WHEREAS, the Consultant Agreement was first amended in order to extend the expiration date from September 30, 2019 to December 31, 2019, and more recently amended to further extend the expiration date to December 31, 2024; and

WHEREAS, the Consultant shall conduct monitoring to implement the CCMRP and any other plans, as set forth in the Scope of Work of the Consultant Agreement, any amendments thereto or a new agreement that the GWMA and/or the Permittees may approve with the Consultant or an alternative firm; and

WHEREAS, the role of the GWMA is to: (a) invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant; (b) administer the Consultant’s contract for implementation of the CCMRP; and (c) at the request of the Permittees, negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for participation in the implementation of the CCMRP.

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

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

Section 2. Purpose. The purpose of this MOU is to share in the cost of implementing the CCMRP and to compensate the GWMA for costs associated with its role and duties under this MOU.

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

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

Section 5. Binding Effect. This MOU shall become binding on the GWMA and the Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2024, unless terminated earlier pursuant to this MOU.

Section 7. Permittee Representative.

(a) Each Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to attend meetings of the Permittees. Each Permittee shall have one vote on decisions to be made by the Permittees. A Permittee may not appoint a person to serve as its Representative or Alternate Representative if the person owns, manages, operates, is employed by, or otherwise has a financial interest in, the Consultant or if the person has a financial interest in any foreseeable decisions made by the Permittees. Except as noted below, all decisions to be made by Permittees shall require a majority vote of all of the Permittees.

(b) The Permittees shall appoint a Chair ("Chair"), who shall have the authority to speak on behalf of the Permittees to the GWMA on decisions to be made by the Permittees. The Permittees may also appoint a Vice-Chair ("Vice-Chair"), who shall have the authority to speak on behalf of the Permittees in the event the Chair is unavailable. The Permittees shall inform the GWMA of the names of the Chair and Vice-Chair in writing. The GWMA may rely on written directions from the Chair, or the Vice-Chair, if the Chair is unavailable. In the event of conflicting directions from the Chair and the Vice-Chair, the GWMA shall rely on the Chair's direction. Subject to the provisions of this subparagraph (b), the Chair shall be the exclusive means of communication between the Permittees and the GWMA.

(c) Upon the Permittees' approval of the following items, the GWMA will take action on them in accordance with the Permittee's direction: (i) the Consultant's scope of work and any amendments thereto; (ii) the payment of the Consultant's invoices; (iii) the payment of any other costs as the Permittees deem necessary; (iv) budget increases; and (v) the participation of individual NPDES permit holders in the cost-sharing relating to the CCMRP. Notwithstanding the foregoing, the GWMA may pay the Consultant's invoices or any other financial obligations arising out of this MOU if

the Permittees either fail to act in a timely manner or their decision would cause the GWMA to breach a contractual obligation to a third party.

Section 8. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from each of the Permittees to cover the costs of implementing the CCMRP and paying the Consultant, according to the Cost Sharing Tables in **Exhibit "A"**;

(b) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant as approved by the Permittees; and

(c) At the request of the Permittees, the GWMA is authorized and shall negotiate, enter into agreements with, and collect funds from individual NPDES permit holders that are not Permittees for participation on the implementation of the CCMRP.

Section 9. Financial Terms.

(a) Each Permittee shall pay: (1) its proportional share of costs identified in the Cost Sharing Tables as "Monitoring Costs" in **Exhibit "A"** ("Monitoring Costs"); and (2) for Consultant and any other related costs which the Chair informs the GWMA in writing that the Permittees have approved, provided, however, that the LACFCD's Monitoring Costs shall not exceed ten percent (10%) of the sum total of all Monitoring Costs without the LACFCD's written agreement.

(b) In the event the Permittees approve an increase in the budget that would cause the LACFCD's Monitoring Costs to exceed ten percent (10%) of the total Monitoring Costs, the GWMA shall terminate this MOU if (i) the LACFCD does not inform the GWMA in writing within thirty (30) days that it will pay its increased Monitoring Costs or (ii) the Permittees, through their Chair, do not inform the GWMA in writing within thirty (30) days that the other Permittees agree to absorb the LACFCD's Monitoring Costs that exceed ten percent (10%) of the total Monitoring Costs.

(c) In addition to the Monitoring Costs, each Permittee, including LACFCD, shall also pay its proportional share of the GWMA's staff time for hiring the Consultant, managing the Consultant Agreement, invoicing the Permittees, reasonable legal fees and staff costs incurred by the GWMA in the performance of its duties under this MOU, audit expenses, and other overhead costs ("Administrative Costs"). The GWMA shall calculate the Administrative Costs in accordance with Subsection (i) and (ii) below and will add the applicable Administrative Costs to each Permittee's invoice. For reference purposes only, the maximum amount of each Permittee's Administrative Costs are identified in **Exhibit "A"**.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Administrative Costs will range

between zero percent (0%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the Administrative Costs will also include the GWMA's estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct Administrative Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect Administrative Costs will range between two percent (2%) and five percent (5%) of the Permittee's Monitoring Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA may increase or decrease the rates charged to recover the Administrative Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Chair fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(d) Any increase above the costs listed in **Exhibit "A,"** will require an amendment to this MOU. The GWMA shall not expend funds nor incur obligations in excess of the projected costs without prior notification to and approval by the Permittees.

(e) Each Permittee has received its invoice for the 2018-2019 fiscal year. The GWMA shall submit an invoice for the 2019-2020 fiscal year to each Permittee reflecting each Permittee's Monitoring Costs and Administrative Costs, as provided in this Section 9 and **Exhibit "A"** no later than July 1, 2019, less any reserves currently held by the GWMA in connection with the Permittee's obligations under this MOU, if any. For each successive year commencing with the 2020-2021 fiscal year, the GWMA shall submit invoices to the Permittees as provided in this Section 9 and **Exhibit "A"** no later than July 1st annually.

(f) The GWMA shall not be required to incur obligations for any fiscal year in excess of the costs reflected in **Exhibit "A"** or in excess of any budget approved by the GWMA and the Permittees unless the Permittees authorize the GWMA to expend the additional funds. The GWMA may suspend the work of the Consultant as necessary to avoid incurring additional financial obligations.

(g) Upon receiving an invoice from the GWMA, each Permittee shall pay its invoice to the GWMA within sixty (60) days of the invoice's date.

(h) A Permittee will be delinquent if its invoiced payment is not received by the GWMA within sixty (60) days after the invoice's date. The GWMA will

follow the procedure listed below, or such other procedure that the Permittees direct to effectuate payment: 1) verbally contact the representative of the delinquent Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the delinquent Permittee at the address listed in Section 13 of the MOU. If payment is not received within ninety (90) days of the invoice date, the GWMA may terminate this MOU unless the City Managers/Administrators/Chief Executive Officers for those non-delinquent Permittees inform the GWMA in writing that they agree to adjust their Monitoring Costs and allocation in accordance with the Cost Sharing Tables in **Exhibit "A"** and Administrative Costs to account for the delinquent Permittee's costs. However, no such termination may be ordered unless the GWMA first provides the non-delinquent Permittees with sixty (60) days' written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Permittee's participation in this MOU will be terminated and the Cost Sharing Tables in **Exhibit "A"** or such other formula to which the non-delinquent Permittees shall direct will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

(i) The GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA whenever any Permittee has not paid its invoice within ninety (90) days of the invoice date unless the City Managers/Administrators/Chief Executive Officers of those non-delinquent Permittees inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

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

(k) Funds remaining in the possession of the GWMA at the end of each fiscal year, which are in excess of the fiscal year's Monitoring Costs and Administrative Costs, may be applied to the Permittees' Monitoring Costs and/or Administrative Costs for the next fiscal year upon request by the Permittees through the Chair.

(l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then-remaining non-delinquent Permittees and in accordance with the Cost Sharing Tables in **Exhibit "A"**. Notwithstanding the foregoing, the Chair may request that any remaining funds be applied as a credit toward future costs associated with a subsequent cost share agreement between the Permittees and the GWMA for the Harbor Toxic Pollutants TMDL, provided that the Chair informs the GWMA of the Permittees' election to do so at least ninety (90) days prior to the expiration of this MOU.

(m) The Harbor Toxic Pollutants TMDL provides that the Regional Board will reconsider the TMDL's targets, waste load allocations, and load allocations

based on new policies, data, or special studies. As of this MOU's execution, the Regional Board had begun the process of amending the Harbor Toxic Pollutants TMDL. Also as of the date of this MOU's execution, the Regional Board had begun the process of re-issuing NPDES Permit No. CAS004001, which constitutes the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County ("MS4 Permit"), under which some of the Permittees are covered. The MS4 Permit incorporates the Harbor Toxic Pollutants TMDL. If the Regional Board amends the Harbor Toxic Pollutants TMDL and/or the MS4 Permit during the term of this MOU, then the Permittees, represented by the Chair, and the GWMA shall meet and confer in good faith on an amendment to the Cost Sharing Tables in **Exhibit "A"** to reflect changes to the cost of implementing the CCMRP. Any agreed upon amendment to the Cost Sharing Tables shall be presented to the GWMA Board of Directors for approval and, if approved, **Exhibit "A"** shall be revised accordingly.

Section 10. Independent Contractor.

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

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

Section 11. Indemnification and Insurance.

(a) The GWMA shall include in the agreements with the Consultant an indemnification clause requiring the Consultant to defend, indemnify and hold harmless each of the Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultant, their officers, employees, and other representatives and agents, arising out of or related to Consultant's performance under its agreement with the GWMA.

(b) Each Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by the

indemnifying Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's negligence or that of its officers, employees, or other representatives and agents other than the Consultant.

(c) The GWMA shall defend, indemnify and hold harmless the Permittees, their officers, employees, and other representatives and agents of the Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

(d) Consultant's Insurance. The GWMA shall require the Consultant to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

(e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant will be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittees for the acts or omissions of the Consultant. The Permittees' sole recourse for any act or omission of the Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

(a) A Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Parties prior written notice thereof. The withdrawing Permittee shall be responsible for its Monitoring Costs and Administrative Costs through the end of the current fiscal year during which said Permittee withdraws. Moreover, unless the withdrawing Permittee provides written notice of withdrawal to the other Parties by the March 1st immediately prior to the new fiscal year, the withdrawing

Permittee shall also be responsible for its Monitoring Costs and Administrative Costs through the end of the new fiscal year (e.g., If a permittee withdraws on March 2, 2020, said permittee is responsible for its share of costs for both FY 2019-2020 and FY 2020-2021. If the same permittee withdraws on February 25, 2020, said permittee is responsible for costs only for FY 2019-2020, not for FY 2020-2021). Such Monitoring Costs and Administrative Costs shall include the remaining fees of any Consultant retained by the GWMA through the end of the new fiscal year. Should any Permittee withdraw from the MOU, the remaining Permittees' Administrative Costs and Monitoring Cost allocations shall be adjusted in accordance with the Cost Sharing Tables in **Exhibit "A"**. A withdrawing Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the fiscal year(s) for which it remains responsible.

(b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Board of Directors, terminate this MOU upon not less than thirty (30) days' written notice to the Parties. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Permittees in accordance with the Cost Sharing Tables set forth in **Exhibit "A"**.

Section 13. Miscellaneous.

(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish 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 their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any applicable CPI Adjustments as set

forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount.

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

To GWMA:

Grace Kast
Executive Officer
Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittees:

Len Gorecki
Director of Public Works
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Lisa Ann Rapp
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Melissa You
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mario Cordero
Executive Director
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802

Chris Cannon
Director of Environmental Management
Port of Los Angeles on behalf of the City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90713

Adriana Figueroa
Director of Public Works
City of Paramount
16400 Paramount Blvd.
Paramount, CA 90723

Douglas Willmore
City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

Greg Grammer
Assistant City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Hannah Shin-Heydorn
Deputy City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Paul Alva
Senior Civil Engineer
County of Los Angeles Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Keith Lilley
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works Watershed
Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, CA 91803-1331

(c) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Permittees. Any Permittee may upon five (5) days' prior written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Permittees annual financial statements and audits upon request.

(d) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

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

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

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

(h) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby

and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

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

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

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

(l) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

(m) Days. Where this MOU quantifies a period of time in days, days shall refer to calendar days and not business days.

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Lisa Ann Rapp
GWMA Chair

APPROVED AS TO FORM:

Nicholas R. Ghirelli
General Counsel

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

DATE: _____, 2019 CITY OF BELLFLOWER

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF LONG BEACH HARBOR
DEPARTMENT, acting by and through its
Board of Harbor Commissioners

_____, 2019

Mario Cordero
Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Charles Parkin, City Attorney

_____, 2019

Dawn McIntosh
Deputy City Attorney

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

DATE: _____

CITY OF LAKEWOOD

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF LONG BEACH

Name: _____
City Manager

ATTEST:

Name: _____
City Clerk

The foregoing document is hereby approved as to form.

Charles Parkin, City Attorney

_____, 2019

Name: _____
Deputy City Attorney

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

DATE: _____

CITY OF LOS ANGELES, by its Board of
Harbor Commissioners

Name: _____
Executive Director

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Name: _____
Board Secretary

_____, 2019
Michael N. Feuer, City Attorney

Janna Sidley, General Counsel

By: _____

Name: _____
Deputy City Attorney

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

DATE: _____

CITY OF PARAMOUNT

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF RANCHO PALOS VERDES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF ROLLING HILLS

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF ROLLING HILLS ESTATES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____

CITY OF SIGNAL HILL

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Name: _____

City Clerk

Name: _____

City Attorney

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

DATE: _____

COUNTY OF LOS ANGELES

Name: _____

Director of Public Works

APPROVED AS TO FORM:

Name: _____

County Counsel

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

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

Name: _____
Chief Engineer

APPROVED AS TO FORM:

County Counsel

Name: _____
Associate

EXHIBIT “A”
Cost Sharing Tables

Exhibit A
Table 1 - Cost Share Summary

Cost Share FY2019-2020 - FY2023-2024 (5 years)						Maximum Annual Cost
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	
	Area (mi ²)	Area Cost	Base Cost	Base Cost + Area Cost*		
LACFCD Contribution (flat 10%)	--	--	\$ 135,072	\$ 135,072	\$ 20,261	\$ 31,067
Bellflower (GWMA Member)	4.39	\$ 38,043	\$ 25,489	\$ 63,532	\$ 3,177	\$ 13,342
Lakewood (GWMA Member)	7.53	\$ 65,254	\$ 25,489	\$ 90,743	\$ 4,537	\$ 19,056
Long Beach (GWMA Member)	39.46	\$ 341,953	\$ 25,489	\$ 367,442	\$ 18,372	\$ 77,163
Port of Long Beach	11.35	\$ 98,357	\$ 25,489	\$ 123,846	\$ 18,577	\$ 28,485
Los Angeles and Port of Los Angeles	20.35	\$ 176,349	\$ 67,536	\$ 243,885	\$ 36,583	\$ 56,094
Paramount (GWMA Member)	1.72	\$ 14,905	\$ 25,489	\$ 40,394	\$ 2,020	\$ 8,483
Rancho Palos Verdes	3.00	\$ 25,997	\$ 25,489	\$ 51,487	\$ 7,723	\$ 11,842
Rolling Hills	0.92	\$ 7,973	\$ 25,489	\$ 33,462	\$ 5,019	\$ 7,696
Rolling Hills Estate	0.35	\$ 3,033	\$ 25,489	\$ 28,522	\$ 4,278	\$ 6,560
Signal Hill (GWMA Member)	2.18	\$ 18,891	\$ 25,489	\$ 44,381	\$ 2,219	\$ 9,320
Unincorporated	0.36	\$ 3,120	\$ 25,489	\$ 28,609	\$ 4,291	\$ 6,580
Totals	91.61	\$ 793,875	\$ 457,500	\$ 1,251,375	\$ 127,057	\$ 275,686

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average monitoring costs amount will be invoiced yearly.

** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members. The amount shown assumes the maximum fee, for budgeting purposes.

*** Includes costs for preparation and submittal of FY 2023-24 annual report by December 2024.

**** Any surplus funds from the previous cycle 2014-18 will be used to reduce the 2019-2024 Permittee fees.

Exhibit A

Table 2 - Greater LA Harbor Toxics TMDL Estimated Cost Share Formula

Cost Share FY2019-2020 - FY2023-2024 (5 years)						
Permittee	Monitoring Cost				Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi ²)	Area Cost	Base Cost	Base Cost plus Area Cost*		
LACFCD Contribution (flat 10%)	- -	- -	\$ 135,072	\$ 135,072	\$ 20,261	\$ 31,067
Bellflower (GWMA Member)	4.39	\$ 38,043	\$ 25,489	\$ 63,532	\$ 3,177	\$ 13,342
Lakewood (GWMA Member)	7.53	\$ 65,254	\$ 25,489	\$ 90,743	\$ 4,537	\$ 19,056
Long Beach (GWMA Member)	39.46	\$ 341,953	\$ 25,489	\$ 367,442	\$ 18,372	\$ 77,163
Port of Long Beach	11.35	\$ 98,357	\$ 25,489	\$ 123,846	\$ 18,577	\$ 28,485
Los Angeles and Port of Los Angeles	20.35	\$ 176,349	\$ 67,536	\$ 243,885	\$ 36,583	\$ 56,094
Paramount (GWMA Member)	1.72	\$ 14,905	\$ 25,489	\$ 40,394	\$ 2,020	\$ 8,483
Rancho Palos Verdes	3.00	\$ 25,997	\$ 25,489	\$ 51,487	\$ 7,723	\$ 11,842
Rolling Hills	0.92	\$ 7,973	\$ 25,489	\$ 33,462	\$ 5,019	\$ 7,696
Rolling Hills Estate	0.35	\$ 3,033	\$ 25,489	\$ 28,522	\$ 4,278	\$ 6,560
Signal Hill (GWMA Member)	2.18	\$ 18,891	\$ 25,489	\$ 44,381	\$ 2,219	\$ 9,320
Unincorporated	0.36	\$ 3,120	\$ 25,489	\$ 28,609	\$ 4,291	\$ 6,580
Totals	91.61	\$ 793,875	\$ 457,500	\$ 1,251,375	\$ 127,057	\$ 275,686

Permittee	
Agencies (30/60 split)	12
LACFCD (10% split)	1
Total	13

Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
Total	100%

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Cost Share FY2019-2020 - FY2023-2024 (5 years)					
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Admin per Permit Holder*	Annual Payment per Permit Holder	Term (Years)	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	\$ 12,300	\$ 1,845	\$ 14,145	5	\$ 70,725
Total for 7 Individual Permit Holders					\$ 495,075

Individual NPDES Permits	
Private sector permittees	7

Costs Per Activity						
Activity	2019	2020	2021	2022	2023	Cost FY2019-2020 - FY2023-2024
Base Fee****	\$191,900	\$287,725	\$424,050	\$305,700	\$472,500	\$1,681,875

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.

** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.

*** Cost does not include annual and cumulative CPI Adjustment

**** Monitoring, Reporting.

Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.

This Agreement is made and entered into as of [REDACTED], by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and [REDACTED] ("Permit Holder").

WHEREAS, the Permittees achieve the objectives of the Harbor Toxic Pollutants TMDL by implementing a Coordinated Compliance Monitoring and Reporting Plan (“CCMRP”) for the TMDL to ensure consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CCMRP was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer on June 6, 2014; and

WHEREAS, the Permittees have authorized GWMA to hire and serve as conduit for paying a consultant, Anchor QEA, L.L.C. ("Consultant"), approved by the Permittees, to implement and conduct the monitoring set forth in the CCMRP; and

WHEREAS, individual NPDES permit holders that are not Permittees have indicated a desire to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Permittees authorized the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not have voting rights in any group relating to the Permittees or the GWMA) for CCMRP cost sharing purposes only; and

WHEREAS, the Permit Holder is such an individual NPDES permit holder and desires to obtain monitoring data collected as part of the CCMRP, to have its name included on monitoring reports submitted to the Regional Board in accordance with the CCMRP and to share in the costs of the implementation of the CCMRP.

WHEREAS, the role of the GWMA is to invoice and collect funds from the Permit Holder to cover a portion of the costs of implementing the CCMRP.

WHEREAS, the Permit Holder and the GWMA are collectively referred to as the "Parties."

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

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

Section 2. Purpose. The purpose of this Agreement is for the Permit Holder to cost share in the implementation of the CCMRP.

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

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

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

Section 6. Term. This Agreement shall commence on [REDACTED], and shall expire on December 31, 2024, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permit Holder to cover a portion of the costs of hiring and paying the Consultant to implement the CCMRP.

(b) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant.

Section 8. Financial Terms.

(a) The Permit Holder shall pay Fourteen Thousand One Hundred Forty-Five Dollars (\$14,145.00), plus any applicable Consumer Price Index (CPI) adjustment as defined below ("Annual Payment Amount"), annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected as part of the CCMRP and inclusion of the Permit Holder's name on monitoring reports submitted to the Regional Board in accordance with the CCMRP. The Annual Payment Amount will be annually adjusted each year based upon the percentage change in the Bureau of Labor Statistics' CPI, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year.

(b) Included within the Annual Payment Amount is a charge for the Permit Holder's share of the GWMA's staff time for hiring the Consultant and invoicing the Permit Holder, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA annually establishes the fee rate for recovering its Administrative Costs. The fee rate charged to the Permit Holder is the rate applied to Non-GWMA Members.

(c) Permit Holder's first payment is due upon execution of this Agreement and shall cover the current fiscal year. For each successive year, commencing with the fiscal year, the GWMA shall submit annual invoices to the Permit Holder no later than the April 15th prior to the new fiscal year.

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

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

Permit Holder's name shall not be included in monitoring reports submitted in accordance with the CCMRP.

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

Section 9. Independent Contractor.

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

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

Section 10. Indemnification and Insurance.

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

(b) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permit Holder for the acts or omissions of GWMA's Consultant. The Permit Holder's sole recourse for any act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 11. Termination.

(a) The Permit Holder may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permit Holder shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permit Holder terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permit Holder provides written notice of termination to the GWMA by the March 30th immediately

prior to the new fiscal year, the Permit Holder shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permit Holder terminates on April 1, 2020, Permit Holder is responsible for the Annual Payment Amounts for both FY 2019-2020 and FY 2020-2021. If the Permit Holder terminates on March 25, 2020, the Permit Holder is responsible for its Annual Payment Amount only for FY 2019-2020, not for FY 2020-2021). If the Permit Holder terminates the Agreement, the Permit Holder shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

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

Section 12. Miscellaneous.

(a) Permit Holder has been accepted as a participant in the CCMRP and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees or the GWMA. Participant status entitles Permit Holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount. By entering into this Agreement, neither the GWMA nor its member agencies represent that they condone or support the Permit Holder's business activities or the cause of its discharge.

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

To GWMA:

Ms. Grace Kast
 GWMA Executive Officer
 Gateway Water Management Authority
 16401 Paramount Boulevard
 Paramount, CA 90723

To the Permit Holder:

Company Name
 Attn: _____

 Phone _____
 Email _____

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

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

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

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

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

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

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

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

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

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Lisa Ann Rapp
GWMA Chair

Nicholas R. Ghirelli
GWMA General Counsel

DATE: _____

PERMIT HOLDER

Signature

Print Name & Title

Signature

Print Name & Title

[Signatures of Two Corporate Officers Required]