



AGENDA

Regular Meeting of the Board of Directors
Thursday, July 9, 2020 at 12:00 p.m.

Meeting Remote Location
via WebEx

<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=mcf5ba2cb893376765026903879442997>

Meeting number: 126 389 8036
Password: GatewayH2O

or via phone

1-415-655-0001 (passcode: 42839294)

(There will be no physical attendance at Progress Park)

- 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 Consent Calendar: (Acted as one item unless withdrawn by request)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 June 11, 2020 (Enclosure).
- b. Approve the Warrant Register for July 2020 (Enclosure).
- c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).

6. Discussion/Action Regarding Second Amendment to the Memorandum of Understanding (MOU) for Lower San Gabriel River Watershed Group (Enclosure)

- a. Approve the Second Amendment to the Lower San Gabriel River Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

7. Discussion/Action Regarding Second Amendment to the MOU for Lower Los Angeles River Watershed Group (Enclosure)

- a. Approve the Second Amendment to the Lower Los Angeles River Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
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8. Discussion/Action Regarding Second Amendment to the MOU for Los Cerritos Channel Watershed Group (Enclosure)

- a. Approve the Second Amendment to the Los Cerritos Channel Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

9. Discussion/Action Regarding Professional Services Agreements between GWMA and John L. Hunter & Associates, Inc., for the Lower Los Angeles River Watershed Group, Lower San Gabriel River Watershed Group, and Harbor Toxics Upstream.

- a. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,404,380.00 for LLAR Watershed Management and CIMP Implementation Services and Authorize the Chair to Execute the PSA.
- b. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,461,268.00 for LSGR Watershed Management and CIMP Implementation Services, contingent upon final approval by the LSGR Watershed Group; and Authorize the Chair to Execute the PSA once written approval is received from LSGR Group.
- c. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed amount of \$465,050.00 for Harbor Toxics for the Los Angeles River and San Gabriel River Watersheds Program Management, Monitoring and Implementation Services, contingent upon final approval by the LSGR Watershed Group; and Authorize the Chair to Execute the PSA once written approval is received from LSGR Group.

10. Presentation: IRWM Disadvantaged Community Involvement Program "DACIP"- Grace Kast

11. Safe Clean Water Program – Oral Reports

- a. Lower Los Angeles River WASC – James Vernon
- b. Lower San Gabriel River WASC – Lisa Rapp

12. Gateway Region Watershed Management Groups Oral Reports

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
- b. Lower Los Angeles River (LLAR) Watershed Group
- c. Lower San Gabriel River (LSGR) Watershed Group
- d. Los Cerritos Channel (LCC) Watershed Group

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13. Executive Officer's Oral Report

a. Upcoming Activities

- Request for Proposal for Gateway Region Catch Basin Cleaning
 - Released: June 15, 2020
 - Questions Due: July 10, 2020
 - Proposal Due Date: July 31, 2020
- RFQ Solicitation to Update On-Call Consultant List – Fall 2020

14. Directors' Oral Comments/Reports

15. Adjournment to Regular Board Meeting on August 13, 2020.

NOTICE: GWMA will hold Board Meetings via video conference to meet social distancing recommendations or meet in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video-conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
AT PARAMOUNT, CALIFORNIA
THURSDAY, JUNE 11, 2020**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, June 11, 2020 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:06 p.m. Roll was called by Ms. Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Jordan Monroe	Avalon
Chau Vu	Bell Gardens
Len Gorecki	Bellflower
Gina Nila	Commerce
Dan Mueller	Downey
Cesar Roldan	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
B. Anatole Falagan	Long Beach Water District
Lorry Hempe (alternate)	Lynwood
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
James Vernon	Port of Long Beach
Noe Negrete	Santa Fe Springs
Kelli Tunncliff	Signal Hill
Gladis Deras (alternate)	South Gate
Claudia Arellano (alternate)	Vernon
Vicki Smith	Whittier
Esther Rojas (alternate)	WRD

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Kekoa Anderson	Funding/Grants Program
Nina Turner	Port of Long Beach
Sharon Landers	City of Carson

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director Gorecki motioned to approve the consent calendar. The motion was seconded by Director Stowell and was approved by the following voice vote:

AYES: Monroe, Vu, Gorecki, Nila, Mueller, Roldan, Stowell, Rapp, You, Hempe, Figueroa, Guerrero, Vernon, Negrete, Tunncliff, Deras, Arellano, Smith, Rojas.

NOES: None.

ABSTAIN: Falagan.

ITEM 6 - GWMA MEMBERSHIP REDUCED DUES FOR FISCAL YEAR (FY) 2020-2021 (ARTESIA, BELL, CUDAHY AND MAYWOOD)

The Board previously adopted a membership dues policy in 2017 that defined the eligibility requirements for reduced dues for JPA Members. The cities of Artesia, Bell, Cudahy and Maywood, currently have memberships with reduced dues. These same four entities submitted their applications with supporting documents for reduced membership dues for fiscal year 2020-2021, and are eligible for the reduced dues.

The recommended membership dues per the adopted policy for Fiscal Year 2020-2021 for each agency are as follows:

City of Artesia	\$7,000
City of Bell	\$7,500
City of Cudahy	\$7,000
City of Maywood	\$6,000

These amounts would be granted for one year to each agency and will be re-considered for the next fiscal year.

Director Monroe noted that due to the COVID-19 pandemic, the City of Avalon has a dramatic decrease in revenue. Though, the City is not requesting for a change in the policy, it was suggested that the policy be reviewed, and temporary provisions may be needed in the upcoming couple of years.

Director Vu motioned to approve the reduced dues for the 4 eligible cities. The motion was seconded by Director Arellano and was approved by the following voice vote:

AYES: Monroe, Vu, Gorecki, Nila, Mueller, Roldan, Stowell, Rapp, You, Falagan, Hempe, Figueroa, Guerrero, Vernon, Negrete, Tunnichliff, Deras, Arellano, Smith, Rojas.

NOES: None.

ABSTAIN: None.

ITEM 7 – GWMA OPERATING BUDGET

Executive Officer Grace Kast reviewed the proposed operating budget for FY 2020-2021, the basis of the budget, the reserve policy, direct and indirect administrative fee collection, and highlights. The administrative budget is supported by membership dues and revenues from agreements and grants.

In support of the budget, staff recommended the annual membership dues for FY 2020-2021 remain at \$15,000, except for the agencies that had been approved by the Board for reduced dues. Dues from member agencies are expected to be \$417,500 in FY 2020-2021.

The administrative budget does not include Memorandum of Understanding (MOU) project costs or grant project costs. It does reflect the administrative and legal costs associated with the MOUs though.

The proposed budget for FY 2020-2021 reflects actual costs and projections through the end of FY 2019-2020. Staff anticipates an FY 2020-2021 Ending Funding Balance of \$641,021.

Director Negrete motioned to approve the annual membership dues of \$15,000, except for the agencies that had been approved by the board for reduced dues, and to adopt the GWMA FY 2020-2021 Operating Budget. The motion was seconded by Director Tunnichliff and was approved by the following voice vote:

AYES: Monroe, Vu, Gorecki, Nila, Mueller, Roldan, Stowell, Rapp, You, Falagan, Hempe, Figueroa, Guerrero, Vernon, Negrete, Tunnichliff, Deras, Arellano, Smith, Rojas.

NOES: None.

ABSTAIN: None.

ITEM 8 – PRESENTATION – GATEWAY WATER RESOURCES STRATEGIC PLAN

Mr. Kekoa Anderson provided a presentation on the development of GWMA Strategic Water Resource Plan (SWRP) which will identify opportunities of better integrating green infrastructure for stormwater management into transportation projects and leveraging funding opportunities. The SWRP's goal is to integrate the IRWMP projects with GCCOG Strategic Transportation Plan, GCCOG Complete Street Master Plans, Urban Greening, Lower LA River Revitalization, San Gabriel River Revitalization, Livability Initiative, RMC Common Ground, and focus on what funding sources are out there from federal, state and local. Two corridor/study areas have been identified within the Gateway Region for joint integration with Measure R and Measure M: the LA River that parallels the I-710 and the San Gabriel River that parallels the I-605 Programs of

the Gateway Cities. Mr. Anderson concluded his presentation by stating that when breaking down the details of a watershed area, transportation land uses can often make up a relatively good percentage of the watershed. Transportation projects help solve part of the water quality, infiltration and other components which helps optimize the coordinated effort.

ITEM 9 - GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL REPORT

Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group

Ms. Gina Nila stated the construction of John Anson Ford Park Infiltration Cistern Phase 1 Project is continuing.

Lower Los Angeles River Watershed Group

Ms. Gladis Deras reported the next LLAR meeting to be held on June 22 will be important for member agencies to attend. The discussion topic will be the MOU Cost Share Allocation.

Los Cerritos Channel (LCC) Watershed Group

Ms. Lisa Rapp reported the Mayfair Park Water Capture Project is near construction completion. Caruthers Park Project is making progress. The Lower San Gabriel River and Los Cerritos Channel watershed groups are combined into the Lower San Gabriel WASC. The LSGR WASC storm water investment plan (SIP) was approved by the WASC, submitted to the regional oversight committee, and approved. All of the WASC SIPs have been approved by their watershed groups. The next step is for them to move to the Board of Supervisors for approval.

Lower San Gabriel River (LSGR) Watershed Group

None.

ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT

Ms. Kast reported that the current memorandum of understanding (MOU) amendments for LSGR, LCC, and LLAR will expire September 30, 2020. Draft amendments have already been circulated to the respective watershed group chairs and consultants to consider. Staff plans to have the MOU amendments ready for approval at the July Board Meeting.

A Request for Proposal (RFP) for Gateway Region catch basin cleaning will be released June 15th. A copy of the RFP will be sent to all the Board members requesting their assistance in circulating it or posting it on their agency’s website. The RFP will also be sent to the previous vendors that have provided proposals or have expressed interest.

GWMA staff started working on the Request for Qualifications (RFQ) for On-Call Consultants. The RFQ will be issued this fall. Staff will be reaching out to the board members requesting recommendations of consultants that should receive the RFQ.

ITEM 11 – DIRECTORS’ ORAL COMMENTS/REPORTS

C. Vu expressed appreciation to GWMA staff for their responsiveness and coordination efforts with the State Water Resource Control Board for the grant funding of the John Anson Ford Infiltration Cistern Project.

The meeting was adjourned at 12:58 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, July 9, 2020 at 12:00 p.m. The meeting will be held via video conference to meet social distancing recommendations or will be held in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

Lisa Rapp, Chair

Date



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

July 9, 2020

AGENDA ITEM 5b – Approve the Warrant Register for July 2020

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 July 2020 in the amount of \$458,476.54 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Registers total \$458,476.54. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Approve the Warrant Register for July 2020.

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WARRANT REGISTER
DISBURSEMENT JOURNAL
JULY 2020

Invoice Date	Vendor	Invoice Number	Description	Amount
5/29/2020	Alliant Insurance Services, Inc.	ACIP220	2020-2021 Crime Insurance	\$ 1,103.00
5/26/2020	Anchor QEA	67776	RMC Compliance Monitoring FY 19/20 (Services 4/1/2020-4/30/2020)	\$ 23,290.60
6/23/2020	Anchor QEA	68225	RMC Compliance Monitoring FY 19/20 (Services 5/1/2020-5/31/2020)	\$ 6,624.46
6/25/2020	Clifton Larson Allen	2526662	Accounting (Services 6/1/2020-6/30/2020)	\$ 1,500.00
2/21/2020	CWE	20049	JAF Park (Services 11/1/2019-01/31/2020)	\$ 15,870.11
6/17/2020	CWE	20174	LAR UR2 CIMP(Services 4/1/2020-5/31/2020)	\$ 40,097.50
6/30/2020	Gateway Cities Council of Governments	6-30-2020	Office Supplies, FedEx	\$ 156.15
5/27/2020	John L. Hunter and Assoc.	BGFPP0420	JAF Park (Services 4/1/20-4/30/20)	\$ 44,870.00
6/15/2020	John L. Hunter and Assoc.	GANPLA0520	LLAR WMP Implementation (Services 5/1/20-5/31/20)	\$ 8,330.25
5/14/2020	John L. Hunter and Assoc.	GANPSG0420	LSGR WMP Implementation (Services 4/1/20-4/30/20)	\$ 157,707.66
6/26/2020	Koa Consulting	K114-01-30	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair	\$ 33,908.00
6/8/2020	Richards Watson Gershon	227081	General Legal Counsel (Services through 5/31/20)	\$ 585.00
6/8/2020	Richards Watson Gershon	227082	MS4 Permit MOU (Services through 5/31/2020)	\$ 45.00
6/11/2020	Richard Watson & Associates	20-192-003-006	Develop and Implement WMP & Implement CIMP for Los Cerritos Channel (Services for April 2020)	\$ 104,658.20
5/27/2020	Urban Water Institute	5/27/2020	Membership due 7/1/2020-6/30/2021	\$ 1,250.00
6/29/2020	West Basin Municipal Water District	2020-04	GLAC IRWMP Prop 1 Round 1 Application Fee for Catalina Desalination Storage and Distribution Project	\$ 4,473.09
6/29/2020	West Basin Municipal Water District	2020-20	GLAC IRWMP Prop 1 Round 1 Application Fee for Recycled Water Customer Conversion for Disadvantaged Communities	\$ 14,007.52
Total				\$ 458,476.54

Reviewed and Approved by:


Kelli Tunnick, GWMA Secretary and Treasurer



*Los Angeles Gateway Region
Integrated Regional Water Management
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July 9, 2020

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2019-2020

SUMMARY:

At the Board meeting in June 2019, the Board approved the budget for legal counsel services of \$50,000 for Fiscal Year (FY) 2019-2020 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 50,000.00	FY 2019/2020 Budget amount for Legal Counsel services
<u>\$ 21,852.66</u>	Expenditures for Legal Counsel services through May 31, 2020
\$ 28,147.34	Remaining budget amount available through June 30, 2020

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2019-2020 through May 31, 2020 total \$21,852.66. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2019-2020 budget.

RECOMMENDATION:

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

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AGENDA ITEM 6 – Discussion/Action Regarding the Second Amendment to the Memorandum Of Understanding (MOU) for the Lower San Gabriel River (LSGR) Watershed Group

SUMMARY:

The MOU between GWMA and the LSGR Watershed Group is set to expire September 30, 2020. Both parties wish to extend the MOU's term so that the Watershed Group can continue to implement the Group's watershed management program (WMP) and coordinated integrated monitoring program (CIMP) to comply with MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

DISCUSSION:

The original MOU between GWMA and LSGR was executed in August of 2013 for the purpose of cooperatively supporting and undertaking preparation of the WMP and CIMP and additional services agreed to by the Watershed Group working through the LSGR Watershed Committee and as approved by the GWMA. The original MOU did not include services related to the implementation of the WMP and CIMP. The original MOU's expiration date was September 30, 2026.

The first amendment to the MOU, executed in April 2016, amended the term of the original MOU and is set to expire on September 30, 2020. Additionally, the first amendment to the MOU added implementation of the WMP and CIMP, except for construction of regional BMP projects, to the scope and provided a separate cost-share formula for the implementation of those plans, subject to annual budget approval.

The participants have contacted GWMA and expressed interest to continue this agreement through September 30, 2025 or expiration of the forthcoming MS4 Permit, whichever occurs sooner, in order to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

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GWMA's legal counsel has reviewed and approved the MOU Amendment Number 2 to be issued to all GWMA members/non-members in the LSGR Watershed Group to provide administrative and contractual services for the LSGR participants.

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.

FISCAL IMPACT:

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

RECOMMENDATION:

- a. Approve the Second Amendment to the Lower San Gabriel River Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

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**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN
GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH, NORWALK, PICO RIVERA, SANTA FE
SPRINGS, WHITTIER, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM ("WMP") and COORDINATED INTEGRATED MONITORING
PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 AND
SUBSEQUENT MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4 PERMIT")**

This **SECOND AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, 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 Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

1. Recitals. This **SECOND AMENDMENT** is made with respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term "Watershed Permittees" shall mean the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "Parties"; and

C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans," as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System ("MOU"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through December 31, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in **Exhibit "B"** ("Cost Sharing Formula").

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-H of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."

4. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "B"** ("Cost Sharing Formula") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:
 - i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU 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 MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee's Proportional 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 Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee 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 Watershed Permittee is not a GWMA Member, then the MOU 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 MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LSGR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the LSGR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LSGR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LSGR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in **Exhibit "B."** The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) 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 Watershed Permittees in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula") or rolled over into the subsequent MOU if requested by the Permittee."

6. Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in **Exhibit B** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU."

7. **Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth in full shall replace "**Exhibit "B1"** ("Cost Sharing Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

8. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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
General Counsel

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

DATE: _____

CITY OF ARTESIA
City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF BELLFLOWER
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

1. DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF DIAMOND BAR
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF HAWAIIAN GARDENS
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LA MIRADA
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By: _____
Deputy City Attorney

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

DATE: _____

CITY OF NORWALK
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF SANTA FE SPRINGS
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF WHITTIER
City Manager
13230 Penn Street
Whittier, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Artesia	1.62	1.85%	\$11,151.08	\$5,151.81	\$16,302.89
Bellflower	1.90	2.17%	\$13,079.92	\$5,151.81	\$18,231.73
Cerritos	8.82	10.09%	\$60,818.62	\$5,151.81	\$65,970.42
Diamond Bar	14.89	17.03%	\$102,650.25	\$5,151.81	\$107,802.06
Downey	6.62	7.57%	\$45,629.03	\$5,151.81	\$50,780.84
Hawaiian Gardens	0.96	1.10%	\$6,630.37	\$5,151.81	\$11,782.18
La Mirada	7.84	8.97%	\$54,067.69	\$5,151.81	\$59,219.50
Lakewood	2.02	2.31%	\$13,923.79	\$5,151.81	\$19,075.59
Long Beach	3.34	3.82%	\$23,025.48	\$5,151.81	\$28,177.29
Norwalk	9.76	11.16%	\$67,268.16	\$5,151.81	\$72,419.97
Pico Rivera	6.14	7.02%	\$42,313.84	\$5,151.81	\$47,465.65
Santa Fe Springs	8.88	10.15%	\$61,180.27	\$5,151.81	\$66,332.08
Whittier	14.66	16.76%	\$101,022.80	\$5,151.81	\$106,174.60
LACFCD (5% of total)		--	--	--	\$35,249.20
Total	87.45	100.00%	\$602,761.32	\$66,973.48	\$704,984.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LSGR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$634,485 and \$775,482 (Average = \$704,984), depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries. LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.



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

July 9, 2020

AGENDA ITEM 7 – Discussion/Action Regarding the Second Amendment to the Memorandum Of Understanding (MOU) for the Lower Los Angeles River (LLAR) Watershed Group

SUMMARY:

The MOU between GWMA and the LLAR Watershed Group is set to expire September 30, 2020. Both parties wish to extend the MOU's term so that the Watershed Group can continue to implement the Group's watershed management program (WMP) and coordinated integrated monitoring program (CIMP) to comply with MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

DISCUSSION:

The original MOU between GWMA and LLAR was executed in August of 2013 for the purpose of cooperatively supporting and undertaking preparation of the WMP and CIMP and additional services agreed to by the Watershed Group working through the LLAR Watershed Committee and as approved by the GWMA. The original MOU did not include services related to the implementation of the WMP and CIMP. The original MOU's expiration date was September 30, 2026.

The first amendment to the MOU, executed in April 2016, amended the term of the original MOU and is set to expire on September 30, 2020. Additionally, the first amendment to the MOU added implementation of the WMP and CIMP, except for construction of regional BMP projects, to the scope and provided a separate cost-share formula for the implementation of those plans, subject to annual budget approval.

The participants have contacted GWMA and expressed interest to continue this agreement through September 30, 2025 or expiration of the forthcoming MS4 Permit, whichever occurs sooner, in order to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

GWMA's legal counsel has reviewed and approved the MOU Amendment Number 2 to be issued to all GWMA members/non-members in the LLAR Watershed Group to provide administrative and contractual services for the LLAR participants.

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.

FISCAL IMPACT:

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

RECOMMENDATION:

- a. Approve the Second Amendment to the Lower Los Angeles River Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY,
LAKEWOOD, LONG BEACH, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH
GATE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) AND COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”) AND SUBSEQUENT
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **SECOND AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term “Watershed Permittees” shall mean the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “Parties”; and

C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in Exhibit "B" ("Cost Sharing Formula").

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-H of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower Los Angeles River ("LLAR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."

4. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

“Section 9. Financial Terms.”

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit “B”** (“Cost Sharing Formula”) for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA’s staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees (“MOU Costs”) incurred by GWMA in the performance of its duties under this MOU. The MOU costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:
 - i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU 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 MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee’s Proportional 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 Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LLAR Watershed Committee 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 Watershed Permittee is not a GWMA Member, then the MOU 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 MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LLAR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee’s estimated Proportional Costs of the Consultants’

services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LLAR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.

- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the LLAR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LLAR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LLAR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LLAR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LLAR Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City

Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.

- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) 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 Watershed Permittees in accordance with the Cost Share Formula in in **Exhibit "B"** ("Cost Sharing Formula") or rolled over into the subsequent MOU if requested by the Permittee."

6. Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU.

7. **Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth shall replace "Exhibit "B1 ("Cost Sharing Formula for Preparation of the Plans") and Exhibit "B2" ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

8. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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
General Counsel

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

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By:

Deputy City Attorney

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

DATE: _____

CITY OF LYNWOOD
City Manager
11330 Bullis Road
Lynwood, CA 90262

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Paramount Blvd
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF SOUTH GATE
City Manager
8650 California Avenue
South Gate, CA 90280

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Downey	5.54	12.67%	\$74,409.76	\$8,156.82	\$82,566.58
Lakewood	0.08	0.18%	\$1,057.12	\$8,156.82	\$9,213.94
Long Beach	19.22	43.96%	\$258,173.10	\$8,156.82	\$266,329.92
Lynwood	4.84	11.07%	\$65,013.11	\$8,156.82	\$73,169.93
Paramount	3.12	7.14%	\$41,932.57	\$8,156.82	\$50,089.39
Pico Rivera	2.36	5.40%	\$31,713.71	\$8,156.82	\$39,870.53
Signal Hill	1.21	2.77%	\$16,267.96	\$8,156.82	\$24,424.78
South Gate	7.35	16.81%	\$98,723.61	\$8,156.82	\$106,880.43
LACFCD (5% of total)		--	--	--	\$34,344.50
Total	43.72	100.00%	\$587,290.95	\$65,254.55	\$686,890.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LLAR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$618,201 and \$755,579, (Average = \$686,890.00) depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LLAR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LLAR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.



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

July 9, 2020

AGENDA ITEM 8 – Discussion/Action Regarding the Second Amendment to the Memorandum Of Understanding (MOU) for the Los Cerritos Channel (LCC) Watershed Group

SUMMARY:

The MOU between GWMA and the LCC Watershed Group is set to expire September 30, 2020. Both parties wish to extend the MOU's term so that the Watershed Group can continue to implement the Group's watershed management program (WMP) and coordinated integrated monitoring program (CIMP) to comply with MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

DISCUSSION:

The original MOU between GWMA and LCC was executed in December of 2013 for the purpose of cooperatively supporting and undertaking preparation of the WMP and CIMP and additional services agreed to by the Watershed Group working through the LCC Watershed Committee and as approved by the GWMA. The original MOU did not include services related to the implementation of the WMP and CIMP. The original MOU's expiration date was September 30, 2026.

The first amendment to the MOU, executed in June 2015, amended the term of the original MOU and is set to expire on September 30, 2020. Additionally, the first amendment to the MOU added implementation of the WMP and CIMP, except for construction of regional BMP projects, to the scope and amend the cost-share formula for watershed permittees, subject to annual budget approval.

The participants have contacted GWMA and expressed interest to continue this agreement through September 30, 2025 or expiration of the forthcoming MS4 Permit, whichever occurs sooner, in order to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

GWMA's legal counsel has reviewed and approved the MOU Amendment Number 2 to be issued to all GWMA members/non-members in the LCC Watershed Group to provide administrative and contractual services for the LCC participants.

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.

FISCAL IMPACT:

GWMA's Direct and Indirect Administrative Costs Services would be accounted for and paid from the GWMA Administrative Fee collected annually from the LCC participants

RECOMMENDATION:

- a. Approve the Second Amendment to the Los Cerritos Channel Watershed Group MOU and authorize the Chair to execute the MOU Amendment.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELLFLOWER,
CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH, PARAMOUNT, AND SIGNAL HILL, AND
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **SECOND AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, 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, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term “Watershed Permittees” shall mean the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “Parties”; and

C. The Los Cerritos Watershed Group (“Group”) is the technical committee comprised of one representative from each of the Watershed Permittees.

D. On December 6, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

E. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

F. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

G. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

H. On June 11, 2015 the Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

I. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) incorporate GWMA's administrative cost recovery program into the MOU; and (3) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in Exhibit "B" ("Cost Sharing Formula").

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-I of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025, unless sooner terminated as provided herein. "

4. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Respective Costs as provided in **Exhibit "B"** ("Cost Sharing Formula") for Consultants, and costs incurred in updating the Watershed Management Program, the Coordinated Integrated Monitoring Program, and the Reasonable Assurance Analysis; implementing the Metals TMDLs, implementing, the Los Cerritos Channel and Estuary Indicator Bacteria TMDL (or an approved Alternative Restoration Approach); development of project feasibility studies; and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees

(“MOU Costs”) incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU 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 MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee’s Proportional 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 Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee 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 Watershed Permittee is not a GWMA Member, then the MOU 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 MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee’s estimated Respective Costs of the Consultants’ services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants’ invoices to the Group for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice frp, GWMA, each Watershed Permittee shall pay its Respective Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.

- e) By March 15th of each year, the Group shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the Group's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Respective Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the Group.
- f) Each Watershed Permittee shall review its recommended Respective Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 13.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the Group and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the Group directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 15 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) 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 Watershed Permittees in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula").

- k) All Parties except LACFCD and Caltrans previously entered into the TMDL MOU. Unencumbered TMDL funds shall be applied to the Participant Costs and MOU Costs of the signatories of the TMDL MOU.
- l) The PARTIES agree that if any other entity decides to cost share any element of the CIMP, GWMA will enter into a separate MOU with that entity and will reduce the PARTIES' future invoice amount(s) accordingly."

5. Exhibit "B" ("Cost Sharing") attached hereto and incorporated herein as though set forth in full shall replace Exhibit "B" as previously adopted under the First Amendment.

6. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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
General Counsel

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

DATE: _____

CITY OF BELLFLOWER
City Manager
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By:

Deputy City Attorney

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

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Colorado Avenue
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** 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:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Bellflower	4.40	16.46%	\$105,574.68	\$10,178.57	\$115,753.26
Cerritos	0.09	0.34%	\$2,157.62	\$10,178.57	\$12,336.19
Downey	0.38	1.43%	\$9,177.38	\$10,178.57	\$19,355.95
Lakewood	7.50	28.06%	\$179,905.45	\$10,178.57	\$190,084.02
Long Beach	11.77	44.02%	\$282,265.43	\$10,178.57	\$292,444.00
Paramount	1.76	6.59%	\$42,288.23	\$10,178.57	\$52,466.81
Signal Hill	0.83	3.10%	\$19,881.20	\$10,178.57	\$30,059.77
LACFCD (5% of total)					\$37,500.00
Total	26.75	100.00%	\$641,250.00	\$71,250.00	\$750,000.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LCC Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$650,000 and \$850,000 (Average = \$750,000) depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LCC Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LCC Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.



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

July 9, 2020

**AGENDA ITEM 9 – Discussion/Action Regarding Professional Services
Agreements between GWMA and John L. Hunter & Associates,
Inc. for the Lower Los Angeles River Watershed Group, Lower
San Gabriel River Watershed Group, and Harbor Toxics
Upstream**

SUMMARY:

The Agreements between GWMA and John L. Hunter & Associates, Inc. “JLHA” for the Lower Los Angeles River (LLAR) Watershed Management and Coordinated Integrated Monitoring Program (CIMP) Implementation and Monitoring, the Lower San Gabriel River (LSGR) Watershed Management and CIMP Implementation and Monitoring, and for Harbor Toxics for the Los Angeles River and San Gabriel River Watersheds Program Management, Monitoring and Implementation services expired on June 30, 2020. Both watershed groups have requested that GWMA enter into agreements with JLHA to continue to provide the requested services.

BACKGROUND:

JLHA has provided unique services to both watershed groups since 2013. The firm was first retained by GWMA on behalf of the LLAR and the LSGR Watershed Groups on October 10, 2013 through a standard PSA for Watershed Management. Thereafter, the first amendment was approved by the Board on May 14, 2015 to add Watershed Management and CIMP services and fees for LLAR and LSGR Watershed Groups, and to extend the agreement term to December 31, 2017.

This was followed by two additional amendments. Amendment Number 2 was approved by the Board on January 11, 2018 to add a variety of tasks for both watershed groups under the current agreement, add fees, and to extend the agreement terms to June 30, 2018. A third amendment was approved on May 14, 2018 by the Board to set forth scopes of work under the agreement for work related to the Harbor Toxics TMDL and all other programs, add fees, and to extend the agreement terms to June 30, 2020, with three 1-year extension options.

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

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount
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DISCUSSION:

Per the watershed groups requests, John L. Hunter & Associates prepared three proposals.

- 1) Watershed Management Program Assistance for the LLAR Watershed Group. The three major tasks defined in the proposal are: Watershed Management, CIMP Implementation and Reporting, WMP/MS4 Permit Assistance. The proposal is for a period of three (3) years from July 1, 2020 to June 30, 2023. Services can be extended for an additional two years upon formal approval by the LLAR Watershed Group and GWMA. The estimated costs are \$1,034,772 for Year 1, \$686,890 for Year 2, and \$682,718 for Year 3, for a total not-to-exceed amount of \$2,404,380.00.

LLAR Watershed Group approved the proposal on June 22, 2020.

- 2) Watershed Management Program Assistance for the LSGR Watershed Group. The three major tasks defined in the proposal are: Watershed Management, CIMP Implementation and Reporting, WMP/MS4 Permit Assistance. The proposal is for a period of three (3) years from July 1, 2020 to June 30, 2023. Services can be extended for an additional two years upon formal approval by the LSGR Watershed Group and GWMA. The estimated costs are \$1,055,837 for Year 1, \$704,984 for Year 2, and \$700,447 for Year 3, for a total not-to-exceed amount of \$2,461,268.00.

LSGR Watershed Group's approval is pending. It is anticipated that the watershed group will meet in July and vote to approve the proposal.

- 3) Services related to Harbor Toxics for the Los Angeles River and San Gabriel River Watersheds. The two major tasks defined in the proposal are: Program Management, and Monitoring and Implementation Program. The proposal is for a period of five (5) years from July 1, 2020 to June 30, 2025. The estimated costs are \$89,361 for Year 1, \$91,150 for Year 2, \$92,974 for Year 3, \$94,834 for Year 4, and \$96,731 for Year 5, for a total not-to-exceed amount of \$465,050.00.

LLAR Watershed Group has approved the proposal. LSGR Watershed Group's approval is pending. Similar to the LSGR watershed management program assistance proposal, LSGR's approval is expected in July.

ADDITIONAL NOTES

1. Per Section D.2 - Sole Source of the GWMA Good and Services Policy adopted on June 9, 2016, "A sole source contract may be requested by a watershed group under an MOU with GWMA."

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
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2. All invoices submitted by JLHA to GWMA for LLAR, LSGR and Harbor Toxics work are reviewed and approved by both watershed groups prior to submission to GWMA. Thereafter, the Executive Officer and the Board Treasurer review and approve the invoices before adding them to the GWMA warrant register for Board approval.
3. Rather than executing additional amendments, it is staff's recommendation to create a clear path forward and enter into three new PSAs in support of each of the three proposals.
4. Legal Counsel developed and approved all three PSAs for JLHA services.

FISCAL IMPACT:

Administrative and legal costs will be reimbursed through the direct and indirect administrative fees agreed to in the MOU Amendments for LLAR and LSGR and in the MOU for Harbor Toxic Upstream. The funds for this work will be collected as part of the annual budgets for each of the groups.

RECOMMENDATION:

- a. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,404,380.00 for LLAR Watershed Management and CIMP Implementation Services and authorize the Chair to Execute the PSA.
- b. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,461,268.00 for LSGR Watershed Management and CIMP Implementation Services, contingent upon final approval by the LSGR Watershed Group; and authorize the Chair to Execute the PSA once written approval is received from LSGR Group.
- c. Approve entering into the Professional Services Agreement "PSA" with John L. Hunter & Associates, Inc., in an amount not-to-exceed amount of \$465,050.00 for Harbor Toxics for the Los Angeles River and San Gabriel River Watersheds Program Management, Monitoring and Implementation Services, contingent upon final approval by the LSGR Watershed Group; and authorize the Chair to Execute the PSA once written approval is received from LSGR Group.

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
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PROFESSIONAL SERVICES AGREEMENT
LOWER LOS ANGELES RIVER WATERSHED GROUP
WMP AND CIMP MANAGEMENT AND MONITORING SERVICES
2020 - 2023

This Professional Services Agreement (“Agreement”) is dated and effective JULY 1, 2020, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

A. On October 10, 2013, GWMA and Consultant entered into a professional services agreement for services relating to the development and management of a watershed management program (WMP) and coordinated integrated monitoring program (CIMP) for the Lower Los Angeles River Watershed Group (“Group”). That professional services agreement was amended on three successive occasions to extend the term, add additional services, and increase the Consultant’s compensation. The most recent amendment was entered into as of May 14, 2018.

B. The Group comprises the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District; and

C. The Group prepared the WMP and CIMP in order to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, NPDES Permit No. CAS004001, issued by the Regional Water Quality Control Board, Los Angeles Region (“MS4 Permit”). The MS4 Permit is expected to be reissued in the coming year. Any reference to the term “MS4 Permit” shall collectively mean the current MS4 Permit and any subsequent version of the MS4 Permit issued during the term of this Agreement, unless otherwise noted.

D. GWMA has been informed by the Group that the Group desires to continue utilizing the services of Consultant to provide WMP and CIMP management and monitoring services under this new Agreement.

E. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals, employees, and subconsultants.

F. GWMA desires to retain Consultant as an independent contractor and Consultant desires to serve GWMA and the Group by performing the WMP and CIMP management and monitoring services in accordance with the terms and conditions of this Agreement.

G. The Parties desire to memorialize the terms and conditions of the Consultant's services under this new Agreement, rather than further amending the October 10, 2013 agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall perform the services described in the Scope of Services for WMP and CIMP management and monitoring attached as Exhibit A (the "Services"). GWMA may request, in writing, changes in the Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Consultant shall commence the Services on July 1, 2020 and shall perform all Services by applicable deadlines established under the MS4 Permit, the approved WMP and CIMP, or the Project Manager. If no deadline is established, then the Services shall be performed with reasonable diligence.

SECTION 2 - TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2020 and expire on June 30, 2023, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than Two Million Four Hundred Four Thousand Three Hundred Eighty Dollars and Zero Cents (\$2,404,380.00) for all such Services, based on the estimated costs set forth in Exhibit B.

Consultant shall perform the Services for the amount(s) listed for each Service as listed in Exhibit B. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: John L. Hunter & Associates, 6131 Orangethorpe, Buena Park, CA 90620.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees’ right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees’ right to recover under this Section 8. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

SECTION 9 - INSURANCE

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form

CA 0001, Code 1, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Contractor (whether owned, non-owned, hired or scheduled). The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Workers’ compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

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

SECTION 10 - TERMINATION

Termination by GWMA. The Project Manager or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days’ written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant

for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 10, if the Project Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

If to GWMA:	Gateway Water Management Authority
	Attn: Traci Gleason
	16401 Paramount Blvd.

Paramount, CA 90723
Email: tgleason.gateway@gmail.com

If to Consultant: John L. Hunter & Associates
Attn: John Hunter
6131 Orangethorpe
Buena Park, CA 90620
Email: jhunter@jlha.net

SECTION 14 - WAIVER

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

SECTION 15 - ATTORNEY'S FEES

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

SECTION 16 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties, including the October 10, 2013 professional services agreement between the Parties all amendments thereto.

SECTION 17 - ASSIGNMENT AND DELEGATION

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

SECTION 18 - MODIFICATION

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

SECTION 19 - GOVERNING LAW

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

SECTION 20 - SEVERABILITY

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

SECTION 21 - CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

SECTION 22 - EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

John L. Hunter & Associates, a California
Corporation

By: _____
Name: Lisa Ann Rapp
Title: Chair

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: Nicholas R. Ghirelli
Title: General Counsel

(Please note: Two signatures required for
corporations pursuant to California Corporations
Code Section 313.)

EXHIBIT A SCOPE OF SERVICES

A. Watershed Management

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

1. Watershed Management Group administration

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

2. MS4 Permit negotiations

Within the term of the scope of work, the Regional Board will issue a new MS4 Permit. The WMG may wish to provide comments and/or negotiate with Regional Board staff on the draft MS4 Permit. A budgetary allotment is included for these services.

3. Subcontracted watershed management support services

Additional support for the tasks listed in this section will be conducted by subcontractor Richard Watson & Associates, Inc. (RWA). RWA's relevant company information is included in the Resumes section of this proposal and their estimated cost is incorporated into the Cost Proposal. The WMG will be asked to approve any other subcontractors selected by JLHA prior to start of work.

B. Coordinated Integrated Monitoring Program Implementation and Reporting

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

1. CIMP monitoring

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

- Site evaluation (if necessary)
- Dry and wet weather sampling following LLAR CIMP protocol.

- Analysis and reporting, including the Watershed Annual Report
- Meetings with Regional Board or other applicable agencies and stakeholders
- Preparation of extension agreement for monitoring laboratory
- JLHA cost for project coordination and communication, QA/QC and oversight of deliverables

2. Contingency for potential new MS4 Permit requirements

The fifth-term MS4 Permit may be adopted within the timeframe of this proposal. A budgetary allotment is included to account for additional monitoring that may be required beyond the current CIMP.

3. Source investigations

The first round of source investigations was completed in 2017. Additional outfall screening and source investigations may be required within the timeframe of the scope of work. A budgetary allotment is included for this service. Source investigations may be provided by JLHA or subcontractor. The WMG will be asked to approve the selected subcontractor prior to start of work.

4. Annual Watershed Report and Semi-annual monitoring reports

KLI will prepare and submit the semi-annual CIMP monitoring results required by the MS4 Permit Monitoring and Reporting Program. JLHA and KLI will prepare the Annual Watershed Report. This will include collecting and assembling data from participating agencies using the WRAMPS reporting system.

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

5. Trash Monitoring and Reporting Plan (TMRP)

JLHA incorporated the December 2017 comments provided by the Regional Board on the Draft TMRP and resubmitted the TMRP to the Regional Board for final approval in 2018. A budgetary allotment for TMRP monitoring has also been included, as the Regional Board may require the WMG begin this monitoring within this term of services. TMRP monitoring will be provided by a qualified subcontractor. The WMG will be asked to approve the selected subcontractor prior to start of work

C. WMP/MS4 Permit Assistance

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

1. Regional Projects Development

This task is to support ongoing development of regional stormwater projects within the watershed. This includes identifying projects, and preparing concept plans and feasibility studies for these projects.

2. Adaptive Management

JLHA will initiate the 2021 WMP Adaptive Management process as outlined in the MS4 Permit. Note the next MS4 Permit may change the Adaptive Management schedule. If the Adaptive Management process is not required in 2020, this task will be deferred in line with the new Permit deadline. JLHA will also provide changes to the WMP for consideration by the WMG and eventual approval by the Regional Board.

3. MS4 Permit Assistance

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

4. Coordinated Integrated Monitoring Program (CIMP) revisions

The CIMP will be revised to reflect relevant changes based on the RAA model reassessment and also new monitoring requirements that will be established in the next MS4 Permit, which may be adopted within the timeframe of this proposal.

5. Watershed Management Program (WMP) revisions

The WMP will be revised as required by the MS4 Permit. The MS4 Permit requires a significant revision to the WMP every six years. The first re-evaluation of this kind is due June 30, 2021. A schedule for completion by this deadline will be agreed upon with the WMG members.

6. Reasonable Assurance Analysis (RAA) reassessment

The RAA will be revised as required by the MS4 Permit. The MS4 Permit requires a significant revision to the RAA every six years. The first re-evaluation of this kind is due June 30, 2021. A schedule for completion by this deadline will be agreed upon with the WMG members.

Preparing an RAA is highly technical and specialized in nature, and as such JLHA will select a subcontractor approved by the WMG for this task.

7. Workshops and training

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

8. Other WMP assistance activities

This scope of work includes CIMP implementation and activities and WMG administration, with WMP implementation the responsibility of the individual group members. However the

watershed group may request assistance with some watershed-wide activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. Tasks will be initiated as directed by the WMG. This may include assisting in the continued development of a prioritized watershed-wide inventory of potential WMP projects. The WMG will be asked to approve any other subcontractors selected by JLHA to provide WMP assistance prior to start of work.

EXHIBIT B APPROVED FEE SCHEDULE

A. Rate Schedule¹

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

B. Estimated Not-to-Exceed Fee Proposal

Table 5 lists the not-to-exceed cost breakdown by task. Work will be conducted on a time and materials basis.

¹ JLHA rates beyond the 2021-2022 season will increase by 2% per year. This increase is incorporated into the cost estimate tables.

Table 5: Estimated Not-to-Exceed Costs

Task	Estimated Total from July 1, 2020 to June 30, 2021	Estimated Total from July 1, 2021 to June 30, 2022	Estimated Total from July 1, 2022 to June 30, 2023
SOW II.A Watershed Management	\$ 120,520	\$ 122,930	\$ 125,389
SOW II.A.1 Watershed Management Group administration	\$ 99,880	\$ 101,878	\$ 103,915
SOW II.A.2 MS4 Permit negotiations	\$ 10,640	\$ 10,853	\$ 11,070
SOW II.A.3 Subcontracted watershed management support services (RWA)	\$ 10,000	\$ 10,200	\$ 10,404
SOW II.B CIMP Implementation and Reporting	\$ 372,026	\$ 366,527	\$ 371,087
SOW II.B.1.a CIMP monitoring and reporting (KLI)	\$ 253,723	\$ 258,797	\$ 261,335
SOW II.B.1.b CIMP program management (JLHA)	\$ 25,372	\$ 12,940	\$ 13,067
SOW II.B.2 Contingency for potential new MS4 Permit requirements	\$ 12,686	\$ 12,940	\$ 13,199
SOW II.B.3 Source investigations (budgetary allotment if work is necessary)	\$ 10,000	\$ 10,200	\$ 10,404
SOW II.B.4 Annual Watershed Report/semi-annual monitoring reports (JLHA)	\$ 30,245	\$ 30,850	\$ 31,467
SOW II.B.5 TMRP Monitoring and Reporting	\$ 40,000	\$ 40,800	\$ 41,616
SOW II.C. WMP/MS4 Permit Assistance	\$ 542,226	\$ 197,433	\$ 186,242
SOW II.C.1 Regional Projects Development	\$ 194,000	\$ 110,000	\$ 112,000
SOW II.C.2 Adaptive Management (includes allowance for possible State Board Order modifications)	\$ 9,955	\$ 22,000	\$ 7,500
SOW II.C.3 MS4 Permit assistance	\$ 29,310	\$ 29,896	\$ 30,494
SOW II.C.4 CIMP revisions	\$ 25,000	\$ -	\$ -
SOW II.C.5 WMP revisions	\$ 24,000	\$ -	\$ -
SOW II.C.6 RAA (includes 5% administration cost)	\$ 225,121	\$ -	\$ -
SOW II.C.7 Workshops and training	\$ 9,955	\$ 10,154	\$ 10,357
SOW II.C.8 Other WMP assistance activities	\$ 24,885	\$ 25,383	\$ 25,890
Total Not to Exceed	\$ 1,034,772	\$ 686,890	\$ 682,718

Note: The timeframe of this proposal is for a period of three years from July 1, 2020 to June 30, 2023. Services can be extended for an additional 2 years (through December 31, 2025) upon request.

PROFESSIONAL SERVICES AGREEMENT
LOWER SAN GABRIEL RIVER WATERSHED GROUP
WMP AND CIMP MANAGEMENT AND MONITORING SERVICES
2020 - 2023

This Professional Services Agreement (“Agreement”) is dated and effective JULY 1, 2020, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

A. On October 10, 2013, GWMA and Consultant entered into a professional services agreement for services relating to the development and management of a watershed management program (WMP) and coordinated integrated monitoring program (CIMP) for the Lower San Gabriel River Watershed Group (“Group”). That professional services agreement was amended on three successive occasions to extend the term, add additional services, and increase the Consultant’s compensation. The most recent amendment was entered into as of May 14, 2018.

B. The Group comprises the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, and the Los Angeles County Flood Control District.

C. The Group prepared the WMP and CIMP in order to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, NPDES Permit No. CAS004001, issued by the Regional Water Quality Control Board, Los Angeles Region (“MS4 Permit”). The MS4 Permit is expected to be reissued in the coming year. Any reference to the term “MS4 Permit” shall collectively mean the current MS4 Permit and any subsequent version of the MS4 Permit issued during the term of this Agreement, unless otherwise noted.

D. GWMA has been informed by the Group that the Group desires to continue utilizing the services of Consultant to provide WMP and CIMP management and monitoring services under this new Agreement.

E. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals, employees, and subconsultants.

F. GWMA desires to retain Consultant as an independent contractor and Consultant desires to serve GWMA and the Group by performing the WMP and CIMP management and monitoring services in accordance with the terms and conditions of this Agreement.

G. The Parties desire to memorialize the terms and conditions of the Consultant's services under this new Agreement, rather than further amending the October 10, 2013 agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall perform the services described in the Scope of Services for WMP and CIMP management and monitoring attached as Exhibit A (the "Services"). GWMA may request, in writing, changes in the Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Consultant shall commence the Services on July 1, 2020 and shall perform all Services by applicable deadlines established under the MS4 Permit, the approved WMP and CIMP, or the Project Manager. If no deadline is established, then the Services shall be performed with reasonable diligence.

SECTION 2 - TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2020 and expire on June 30, 2023, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than Two Million Four Hundred Sixty-One Thousand Two Hundred Sixty-Eight Dollars and Zero Cents (\$2,461,268.00) for all such Services, based on the estimated costs set forth in Exhibit B.

Consultant shall perform the Services for the amount(s) listed for each Service as listed in Exhibit B. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: John L. Hunter & Associates, 6131 Orangethorpe, Buena Park, CA 90620.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees’ right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees’ right to recover under this Section 8. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

SECTION 9 - INSURANCE

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form

CA 0001, Code 1, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Contractor (whether owned, non-owned, hired or scheduled). The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Workers’ compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

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

SECTION 10 - TERMINATION

Termination by GWMA. The Project Manager or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days’ written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant

for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 10, if the Project Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

If to GWMA:	Gateway Water Management Authority Attn: Traci Gleason 16401 Paramount Blvd.
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Paramount, CA 90723
Email: tgleason.gateway@gmail.com

If to Consultant: John L. Hunter & Associates
Attn: John Hunter
6131 Orangethorpe
Buena Park, CA 90620
Email: jhunter@jlha.net

SECTION 14 - WAIVER

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

SECTION 15 - ATTORNEY'S FEES

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

SECTION 16 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties, including the October 10, 2013 professional services agreement between the Parties all amendments thereto.

SECTION 17 - ASSIGNMENT AND DELEGATION

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

SECTION 18 - MODIFICATION

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

SECTION 19 - GOVERNING LAW

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

SECTION 20 - SEVERABILITY

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

SECTION 21 - CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

SECTION 22 - EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

John L. Hunter & Associates, a California
Corporation

By: _____
Name: Lisa Ann Rapp
Title: Chair

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: Nicholas R. Ghirelli
Title: General Counsel

(Please note: Two signatures required for
corporations pursuant to California Corporations
Code Section 313.)

EXHIBIT A SCOPE OF SERVICES

A. Watershed Management

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

1. Watershed Management Group administration

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

2. MS4 Permit negotiations

Within the term of the scope of work, the Regional Board will issue a new MS4 Permit. The WMG may wish to provide comments and/or negotiate with Regional Board staff on the draft MS4 Permit. A budgetary allotment is included for these services.

3. Subcontracted watershed management support services

Additional support for the tasks listed in this section will be conducted by subcontractor Richard Watson & Associates, Inc. (RWA). RWA's relevant company information is included in the Resumes section of this proposal and their estimated cost is incorporated into the Cost Proposal. The WMG will be asked to approve any other subcontractors selected by JLHA prior to start of work.

B. Coordinated Integrated Monitoring Program Implementation and Reporting

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

1. CIMP monitoring

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

- Site evaluation (if necessary)
- Dry and wet weather sampling following LSGR CIMP protocol.

- Analysis and reporting, including the Watershed Annual Report
- Meetings with Regional Board or other applicable agencies and stakeholders
- Preparation of extension agreement for monitoring laboratory
- JLHA cost for project coordination and communication, QA/QC and oversight of deliverables

2. Contingency for potential new MS4 Permit requirements

The fifth-term MS4 Permit may be adopted within the timeframe of this proposal. A budgetary allotment is included to account for additional monitoring that may be required beyond the current CIMP.

3. Source investigations

The first round of source investigations was completed in 2017. Additional outfall screening and source investigations may be required within the timeframe of the scope of work. A budgetary allotment is included for this service. Source investigations may be provided by JLHA or subcontractor. The WMG will be asked to approve the selected subcontractor prior to start of work.

4. Annual Watershed Report and Semi-annual monitoring reports

KLI will prepare and submit the semi-annual CIMP monitoring results required by the MS4 Permit Monitoring and Reporting Program. JLHA and KLI will prepare the Annual Watershed Report. This will include collecting and assembling data from participating agencies using the WRAMPS reporting system.

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

C. WMP/MS4 Permit Assistance

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

1. Regional Projects Development

This task is to support ongoing development of regional stormwater projects within the watershed. This includes identifying projects, and preparing concept plans and feasibility studies for these projects.

2. Adaptive Management

JLHA will initiate the 2021 WMP Adaptive Management process as outlined in the MS4 Permit. Note the next MS4 Permit may change the Adaptive Management schedule. If the Adaptive Management process is not required in 2020, this task will be deferred in line with the new Permit deadline. JLHA will also provide changes to the WMP for consideration by the WMG and eventual approval by the Regional Board.

3. MS4 Permit Assistance

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

4. Coordinated Integrated Monitoring Program (CIMP) revisions

The CIMP will be revised to reflect relevant changes based on the RAA model reassessment and also new monitoring requirements that will be established in the next MS4 Permit, which may be adopted within the timeframe of this proposal.

5. Watershed Management Program (WMP) revisions

The WMP will be revised as required by the MS4 Permit. The MS4 Permit requires a significant revision to the WMP every six years. The first re-evaluation of this kind is due June 30, 2021. A schedule for completion by this deadline will be agreed upon with the WMG members.

6. Reasonable Assurance Analysis (RAA) reassessment

The RAA will be revised as required by the MS4 Permit. The MS4 Permit requires a significant revision to the RAA every six years. The first re-evaluation of this kind is due June 30, 2021. A schedule for completion by this deadline will be agreed upon with the WMG members.

Preparing an RAA is highly technical and specialized in nature, and as such JLHA will select a subcontractor approved by the WMG for this task.

7. Workshops and training

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

8. Other WMP assistance activities

This scope of work includes CIMP implementation and activities and WMG administration, with WMP implementation the responsibility of the individual group members. However the watershed group may request assistance with some watershed-wide activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. Tasks will be initiated as directed by the WMG. This may include assisting in the continued development of a prioritized watershed-wide inventory of potential WMP projects. The WMG will be asked to approve any other subcontractors selected by JLHA to provide WMP assistance prior to start of work.

EXHIBIT B APPROVED FEE SCHEDULE

A. Rate Schedule¹

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
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B. Estimated Not-to-Exceed Fee Proposal

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SOW II.C. WMP/MS4 Permit Assistance	\$ 537,341	\$ 192,450	\$ 181,159
SOW II.C.1 Regional Projects Development	\$ 194,000	\$ 110,000	\$ 112,000
SOW II.C.2 Adaptive Management (includes allowance for possible State Board Order modifications)	\$ 9,955	\$ 22,000	\$ 7,500
SOW II.C.3 MS4 Permit assistance	\$ 29,310	\$ 29,896	\$ 30,494
SOW II.C.4 CIMP revisions	\$ 25,000	\$ -	\$ -
SOW II.C.5 WMP revisions	\$ 24,000	\$ -	\$ -
SOW II.C.6 RAA (includes 5% administration cost)	\$ 225,121	\$ -	\$ -
SOW II.C.7 Workshops and training	\$ 9,955	\$ 10,154	\$ 10,357
SOW II.C.8 Other WMP assistance activities	\$ 20,000	\$ 20,400	\$ 20,808
Total Not to Exceed	\$ 1,055,837	\$ 704,984	\$ 700,447

Note: The timeframe of this proposal is for a period of three years from July 1, 2020 to June 30, 2023.
Services can be extended for an additional 2 years (through December 31, 2025) upon request.

PROFESSIONAL SERVICES AGREEMENT
LOWER LOS ANGELES RIVER AND LOWER SAN GABRIEL RIVER
WATERSHED GROUPS
HARBOR TOXICS MONITORING AND REPORTING SERVICES
2020 - 2025

This Professional Services Agreement (“Agreement”) is dated and effective JULY 1, 2020, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

A. The Lower Los Angeles River Watershed Group and Lower San Gabriel River Watershed Group have prepared watershed management programs (WMP) and coordinated integrated monitoring programs (CIMP) for their respective watersheds (collectively, the “Groups” or individually, the “Group”).

B. The Groups prepared their respective WMP and CIMP in order to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, NPDES Permit No. CAS004001, issued by the Regional Water Quality Control Board, Los Angeles Region (“MS4 Permit”). The MS4 Permit is expected to be reissued in the coming year. Any reference to the term “MS4 Permit” shall collectively mean the current MS4 Permit and any subsequent version of the MS4 Permit issued during the term of this Agreement, unless otherwise noted.

C. As required by the MS4 Permit, the CIMP for each watershed contains monitoring requirements for the Total Maximum Daily Load for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxics TMDL”).

D. On October 10, 2013, GWMA and Consultant entered into professional services agreements for services relating to the development and management of the WMP and CIMP for each Group. Each professional services agreement was amended on three successive occasions to extend the term, add additional services, and increase the Consultant’s compensation. The most recent amendment was entered into as of May 14, 2018 and included a scope of services for monitoring and reporting for the Harbor Toxics TMDL.

E. GWMA has been informed by each Group that they desire to continue utilizing the services of Consultant to provide Harbor Toxics TMDL monitoring and reporting services under this new Agreement.

F. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals, employees, and subconsultants.

G. GWMA desires to retain Consultant as an independent contractor and Consultant desires to serve GWMA and the Groups by performing the Harbor Toxics monitoring and reporting services in accordance with the terms and conditions of this Agreement.

H. The Parties desire to memorialize the terms and conditions of the Consultant's services under this new Agreement, rather than further amending the October 10, 2013 agreements.

AGREEMENT

The Parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall perform the services described in the Scope of Services for Harbor Toxics TMDL monitoring and reporting attached as Exhibit A (the "Services"). GWMA may request, in writing, changes in the Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Consultant shall commence the Services on July 1, 2020 and shall perform all Services by applicable deadlines established under the MS4 Permit, the approved WMP and CIMP, or the Project Manager. If no deadline is established, then the Services shall be performed with reasonable diligence.

SECTION 2 - TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2020 and expire on December 31, 2025, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than Four Hundred Sixty Five Thousand Fifty Dollars and Zero Cents (\$465,050.00) for all such Services, based on the estimated costs set forth in Exhibit B.

Consultant shall perform the Services for the amount(s) listed for each Service as listed in Exhibit B. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant’s performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: John L. Hunter & Associates, 6131 Orangethorpe, Buena Park, CA 90620.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant’s

Services under this Agreement, including, the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

SECTION 8 - INDEMNIFICATION

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees' right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section 8. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

SECTION 9 - INSURANCE

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0001, Code 1, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Contractor (whether owned, non-owned, hired or scheduled). The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Workers’ compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

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

SECTION 10 - TERMINATION

Termination by GWMA. The Project Manager or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days' written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 10, if the Project Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

Any routine administrative communication between the Project Manager and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be

deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section 13. All notices shall be delivered to the Parties at the following addresses:

If to GWMA: Gateway Water Management Authority
Attn: Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723
Email: tgleason.gateway@gmail.com

If to Consultant: John L. Hunter & Associates
Attn: John Hunter
6131 Orangethorpe
Buena Park, CA 90620
Email: jhunter@jlha.net

SECTION 14 - WAIVER

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

SECTION 15 - ATTORNEY'S FEES

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

SECTION 16 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties, including the October 10, 2013 professional services agreement between the Parties all amendments thereto.

SECTION 17 - ASSIGNMENT AND DELEGATION

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an

assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

SECTION 18 - MODIFICATION

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

SECTION 19 - GOVERNING LAW

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

SECTION 20 - SEVERABILITY

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

SECTION 21 - CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

SECTION 22 - EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant’s proposal, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

John L. Hunter & Associates, a California
Corporation

By: _____
Name: Lisa Ann Rapp
Title: Chair

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: Nicholas R. Ghirelli
Title: General Counsel

(Please note: Two signatures required for
corporations pursuant to California Corporations
Code Section 313.)

EXHIBIT A

SCOPE OF SERVICES

Task #	Scope Tasks
A.1	<p>Equipment Lease, Reinstallation and Maintenance</p> <p>Task detail: Lease fees for each fiscal year are based upon our standard lease fees for equipment for the three monitoring stations. Equipment includes auto-samplers, flow meters, communication modems, and a power source. After each monitoring season, sensitive equipment is removed from each station. This equipment along with freshly cleaned sample tubing is re-installed prior to the start of the monitoring season. This equipment is then maintained until storm monitoring is completed and the de-installed again.</p> <p>One additional subtask conducted under this task is the cleaning of sampler tubing, subsampling tubing and 20L composite bottles. KLI has developed standard operating procedures for cleaning the equipment to meet the low-level detection limits required under this program.</p>
A.2	<p>Monitoring</p> <p>Task detail: Monitoring requires the implementation of the following subtasks:</p> <ul style="list-style-type: none"> • Equipment Blanking • Lab Interaction • Preparation of Chain of Custody Documentation • Sampling • Subsampling • Sample Delivery • Chemical Analysis <p>Equipment blanking is conducted on the sample tubing and composite bottle in the field at one of the stations just prior to the first event of the year. A blank sample is also run on one subsampling hose set and two composite bottles. Special contaminant free deionized (DI) water is used to conduct the blanking and rinse the sample tubing prior to an event.</p> <p>Laboratory interaction involves the ordering of laboratory containers and necessary DI water. Coordination is also conducted prior to and during a monitored event.</p> <p>Chain of Custody documentation is prepared ahead of time for each monitored event.</p> <p>To keep costs down, sampling is conducted at the same time that all other CIMP monitoring is conducted. Stations are programmed and initiated remotely by KLI's "storm control" personnel. Field crew visit the stations during an event as directed by "storm control" to troubleshoot any problems and to change composite bottles if needed. Once a storm has run its course, composite bottles are picked up and taken to KLI's facility at Los Alamitos for subsampling. Subsampling involves Subsampling involves mixing the contents of the 20L bottle(s) for each station with a large magnetic stirrer and transferring the composited water into laboratory supplied sample containers. The sample containers are then packaged, iced and shipped to the laboratory.</p> <p>HRMS chemical analyses are conducted by Vista Laboratory. Analyses include two storm water samples per season at each station, one duplicate sample per storm event and three blank samples per season.</p>
A.3	<p>Reporting</p> <p>Task detail: Preparation of semi-annual data submittals and final watershed reports are conducted under the main CIMP budgets along with all other data. Additional reporting for the Harbor Toxics TMDL includes field status reports for each monitored event and an interpretive technical report of the prior year's data. Estimates developed for 2020-2021 include a technical report of the 2020-2021 monitoring season.</p>

Task #	Scope Tasks
B.1	Provide program updates Task detail: This includes assessing and reporting on the status of program completion and compliance, holding update meetings, preparing program update and summary reports, and corresponding with the WMG on program updates.
B.2	Serve as program representative Task detail: This includes representing the WMG with respect to the services provided: 1) at relevant area-wide NPDES meetings, 2) in interactions with municipal, regulating, and nongovernmental agencies, and the public, and 3) prepare summary reports.
B.3	Assure quality on services provided, including review of prepared documents Task detail: This includes review and revisions by the Project Manager of documents such as the Memorandum of Understanding (MOU) and deliverables prepared under the SOW for content and accuracy.

EXHIBIT B APPROVED FEE SCHEDULE

Standard JLHA Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of January 1, 2020

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Estimated Costs

This project will be on a time and materials basis. JLHA and KLI will provide consultant services not to exceed the budgetary amount without the GWMA's prior authorization. Costs beyond the 2020-2021 season are based on a 2% escalation fee per year.

Table 3. Estimated Costs for the Los Angeles River Watershed

Task name	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total
A. Monitoring and Reporting - KLI	\$27,580	\$28,132	\$28,695	\$29,269	\$29,855	\$143,531
B. Program Management - JLHA	\$2,207	\$2,251	\$2,296	\$2,342	\$2,389	\$11,485
Total	\$29,787	\$30,383	\$30,991	\$31,611	\$32,244	\$155,016

Table 4. Estimated Costs for the San Gabriel River Watershed

Task name	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total
A. Monitoring and Reporting - KLI	\$55,161	\$56,265	\$57,391	\$58,539	\$59,710	\$287,066
B. Program Management - JLHA	\$4,413	\$4,502	\$4,592	\$4,684	\$4,777	\$22,968
Total	\$59,574	\$60,767	\$61,983	\$63,223	\$64,487	\$310,034

Table 5. Estimated Costs for both the Los Angeles River and San Gabriel River Watersheds

Task name	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total
A. Monitoring and Reporting - KLI	\$82,741	\$84,397	\$86,086	\$87,808	\$89,565	\$430,597
B. Program Management - JLHA	\$6,620	\$6,753	\$6,888	\$7,026	\$7,166	\$34,453
Total	\$89,361	\$91,150	\$92,974	\$94,834	\$96,731	\$465,050