



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

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, February 11, 2021 at 12:00 p.m.**

**Meeting Remote Location  
via WebEx**

**<https://koiconsultinginc.my.webex.com/koiconsultinginc.my/j.php?MTID=m9dfd25ae66dd0ea05e68b006bcfd83d3>**

**or via phone  
1-415-655-0001**

**Meeting number: 182 926 7282**

**Password: GatewayH2O (42839294 from phones or video systems)**

**(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 Consent Calendar: (Acted as one item unless withdrawn by request)**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 January 14, 2021 (Enclosure).
  - b. Approve the Warrant Register for February 2021 (Enclosure).
  - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Presentation – “Virtual Tour of Food Waste Recycling Program” given by Maria Rosales-Ramirez of Los Angeles County Sanitation Districts**
- 7. Discussion/Action Regarding Memorandum of Understanding with County of Los Angeles for the Los Cerritos Channel (Enclosures)**
  - a. Approve the MOU with the County of Los Angeles for the Administration and Cost Sharing to implement a CIMP for the Los Cerritos Channel and authorize the Chair to execute the MOU.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnickliff (Signal Hill), Secretary/Treasurer**  
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- 8. Discussion/Action Regarding Memorandum of Understanding with City of Compton for Lower Los Angeles River Coordinated Integrated Monitoring Plan Cost Sharing (Enclosures)**
  - a. Approve the MOU with the City of Compton for the Administration and Cost Sharing for the Implementation of a Coordinated Compliance Monitoring and Reporting Plan and authorize the Chair to execute the MOU.
- 9. Discussion/Action Regarding GWMA's Updated On-Call Consulting Services List (Enclosures)**
  - a. Approve GWMA's Updated On-Call Consulting Services List as presented.
  - b. Authorize the Chair to execute On-Call Professional Services Agreements with the newly accepted on-call consultants, contingent upon legal counsels' review of any non-material changes on PSAs.
- 10. Oral Report – AB377 (Rivas/Hertzberg) – General Counsel Ghirelli (Enclosures)**
  - a. Discussion/Action Regarding Authorization of Chair to Submit Comment Letter from GWMA Board to Authors and/or Committees
- 11. Safe Clean Water Program - Oral Reports**
  - a. Lower Los Angeles River WASC – Gina Nila
  - b. Lower San Gabriel River WASC – Lisa Rapp
- 12. Gateway Region Watershed Management Groups - Oral Reports**
  - a. Lower Los Angeles River Upper Reach 2 (LAR UR2) 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
- 13. Executive Officer's Oral Report**
- 14. Directors' Oral Comments/Reports**
- 15. Adjournment to Regular Board Meeting on March 11, 2021.**

**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](http://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  
VIA VIDEO CONFERENCING  
THURSDAY, JANUARY 14, 2021**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, January 14, 2021 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:04 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Okina Dor	Artesia
Chau Vu	Bell Gardens
Len Gorecki	Bellflower
Dan Mueller (alternate)	Downey
Cesar Roldan	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
Jillian Croci (alternate)	Long Beach Water
Lorry Hempe (alternate)	Lynwood
Adriana Figueroa	Paramount
Monica Heredia	Pico Rivera
Janna Morimoto (alternate)	Port of Long Beach
Jesse Sira (alternate)	Santa Fe Springs
Kelli Tunnicliff	Signal Hill
Gladis Deras (alternate)	South Gate
Jazmine Hook (alternate)	Vernon
Esther Rojas	Water Replenishment District
Vicki Smith	Whittier

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

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Candice Lee	Legal Counsel
Whitford Marin (alternate)	City of Huntington Park
John Hunter	John L. Hunter & Associates

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**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

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

None.

**ITEM 5 - CONSENT CALENDAR**

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

**AYES: Dor, Vu, Gorecki, Mueller, Roldan, Stowell, Rapp, Croci, Hempe, Figueroa, Sira, Deras, Hooks, Rojas, Smith.**

**NOES: None.**

**ABSTAIN: You, Morimoto, Heredia, Tunncliff. (Minutes only.)**

**ITEM 6 – PRESENTATION – UPDATE ON 2020 REGIONAL MS4 PERMIT**

Mr. John Hunter of John L. Hunter and Associates provided a presentation regarding the tentative MS4 Permit. The current (2012) expired in December 2017 but continues to remain in effect. The Los Angeles Regional Water Quality Control Board “Regional Board” has released the new draft. The tentative permit is relatively similar to the current permit. It is anticipated for the new permit to be adopted in 2021.

Reasonable Assurance Analysis (RAA) is a document detailing the number and size of stormwater treatment projects needed to meet water quality goals. The 2012 permit required the RAA be redone and submitted on June 30, 2021. Work on the RAA is underway and the first draft is expected to be ready Spring 2021.

Total Daily Maximum Loads (TMDLs) are numeric targets set by the Regional Board. They are not enforceable. The only way to enforce them are to incorporate them into the MS4 Permit. Most of the TMDL deadlines are effectively impossible to meet. The Lower San Gabriel River (LSGR), Lower Los Angeles River (LLAR), and the Los Cerritos Channel (LCC) watershed management groups have submitted comment letters requesting for the Regional Board to extend the final TMDL deadlines.

The State Water Resources Control Board issued a draft order to the Regional Board in 2019 for agencies to demonstrate they are on course to meet the RAA goals. Thus, the RAA would need to be re-done at the same time of doing the new RAA, doubling the work. After comments were provided on the draft order, the State Board issued a final order to the Regional Board that was less arduous. The new MS4 Permit is expected to require permittees to demonstrate compliance with the goals. It is not certain how the Regional Board will release the information in the new permit.

The funding from the Safe Clean Water Program (SCWP) is the only way Permittees may be able to build the projects needed for compliance with the MS4 Permit. Mr. Hunter provided an update that as of January 12, 2021, the SCWP staff reported only 1/3 of the local match funds has been

distributed to cities, and that ten cities countywide have not yet submitted their Funding Transfer Agreement. An annual expenditure plan needs to be submitted to the county in order to receive the funds. Mr. Hunter noted a number of expenditure plans have been submitted to the County and have been accepted. None of the Board Members have received feedback or rejections from the County. The next expenditure plan is due in April.

GWMA cities are spending over \$1M annually on monitoring. The number of monitoring stations per watershed has increased from one or two monitoring stations per watershed before 2015 to dozens of monitoring stations per watershed.

**ITEM 7 – DISCUSSION/ACTION REGARDING MEMORANDUM OF UNDERSTANDING (MOU) FOR THE GREATER LOS ANGELES COUNTY (GLAC) INTEGRATED REGIONAL WATERSHED MANAGEMENT (IRWM) COMMITTEE (ENCLOSURE)**

In February of 2015, the GWMA Board voted to join the GLAC IRWM Leadership Committee by approving a MOU with other parties representing all five sub-regions in the GLAC Region. Since becoming a member, GWMA has had an active voice on the committee and has a leadership role participating with Greater LA IRWMP. GWMA has received grant funds since joining.

The Chair and Vice-Chair for each sub-region Steering Committee hold a voting seat on the GLAC Leadership Committee. GWMA's Chair, Lisa Rapp, has served as the representative on the Leadership Committee representing the Lower San Gabriel and Lower Los Angeles Rivers Sub-Region and also serves as the Chair of the Lower San Gabriel and Lower Los Angeles Rivers Sub-Region Steering Committee. GWMA's Executive Officer, Grace Kast has served as her alternate. Water Replenishment District's (WRD) General Manager Robb Whitaker has served as the Vice Chair on the Leadership Committee representing the Lower Los Angeles and Lower San Gabriel Rivers sub-region and also serves as the Vice Chair of the Lower San Gabriel and Lower Los Angeles Rivers Sub-Region Steering Committee. Esther Rojas from WRD has served as his alternate.

GWMA also has had an active role in the Disadvantaged Community (DAC) Involvement Program, where Ms. Kast has been serving as the Chair of the GLAC IRWM DAC Committee as well as a co-chair of the Ventura/GLAC DAC Involvement Program which includes 3 IRWM regions.

Ms. Kast noted that entering into the MOU for the GLAC Leadership Committee will continue to improve the GWMA standing with DWR by addressing DWR's desire for the two IRWM groups to work together, improve GWMA's chances of obtaining grant funds, and also gives the Gateway region a strong seat at the table as a voting member of the Leadership Committee.

The MOU expired in December 2020. the Leadership Committee is now requesting approval by members for a new MOU set to expire five (5) years from the effective date. The MOU has been reviewed by many, including GWMA's general counsel.

There is no financial obligation at this time. There may be a request to contribute funding in the future to update the GLAC IRWM Plan, but there are no immediate plans to update the GLAC IRWM Plan. In addition to the IRWM Plan update costs, the Leadership Committee will charge a fee to grant project proponents for the preparation of their respective application during each funding round. If GWMA does become a member and projects are submitted to the Leadership

Committee from our sub-region, costs for those applications will need to be paid either from the project proponents or through GWMA. This will be a policy decision by the board when the time comes.

At any time, should GWMA find that being a member is not beneficial, GWMA could withdraw from the MOU with a 60-days' written notice to the remaining Parties.

Director Rojas motioned to: (a) approve the MOU with the GLAC IRWM; (b) appoint the Chair to serve as Chair of the Lower San Gabriel and Lower Los Angeles Rivers Steering Committee; and (c) appoint the Executive Officer as the alternate to the Chair on the Leadership Committee. The motion was seconded by Director Tunnichliff and approved by the following voice vote:

**AYES:** Dor, Vu, Gorecki, Mueller, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Heredia, Morimoto, Sira, Tunnichliff, Deras, Hooks, Rojas, Smith.

**NOES:** None.

**ABSTAIN:** None.

#### **ITEM 8 - SAFE CLEAN WATER PROGRAM ORAL REPORTS**

Director Nila is the Chair for the LLAR WASC. Director You is the vice chair. Director You reported that at the meeting for the LLAR WASC, interviews were held for the Watershed Coordinator position. There were five candidates. The watershed coordinator will be selected at the upcoming meeting.

Director Rapp is the Chair for the LSGR WASC. She also reported that interviews for the LSGR Watershed Coordinator role have been held. At the previous meeting held on Tuesday, January 12th, the WASC voted to select their LSGR Watershed Coordinator.

#### **ITEM 9 – GATEWAY REGIONAL WATERSHED MANAGEMENT GROUPS ORAL REPORT**

##### Lower Los Angeles River Upper Reach 2 (LARUR2) Watershed Group

Director Vu noted the watershed group is scheduled to have their meeting at the end of January. The John Anson Ford Park Cistern Project is the regional BMP. A change order has been approved for Phase 2. The transfer agreement for regional funding is pending.

##### Lower Los Angeles River (LLAR) Watershed Group

Director Deras reported the next LLAR meeting will be held on January 26, 2021.

##### Lower San Gabriel River (LSGR) Watershed Group

None.

##### Los Cerritos Channel (LCC) Watershed Group

None.

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**ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT**

None.

**ITEM 11 – DIRECTORS’ ORAL COMMENTS/REPORTS**

Director Deras reported the Urban Orchard Project for the City of South Gate is out to bid. Bids will close mid-February.

Director Tunnickliff motioned to adjourn the meeting. The motion was seconded by Director Dor. The meeting adjourned at 12:49 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, February 11, 2021 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](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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Lisa Rapp, Chair

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Date



*Los Angeles Gateway Region  
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February 11, 2021

**AGENDA ITEM 5b – Approve the Warrant Register for February 2021**

**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 Registers for expenditures dated February 2021 in the amount of \$1,926,466.55 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

**FISCAL IMPACT:**

The Warrant Register total \$1,926,466.55. Funds to cover payment are available in the GWMA budget.

**RECOMMENDATION:**

Approve the Warrant Register for February 2021.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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WARRANT REGISTER  
DISBURSEMENT JOURNAL  
February 2021

Invoice Date	Vendor	Invoice Number	Description	Amount
1/19/2021	City of Lakewood	GWMA-100	Prop 84 - Project 5 Turf Replacement Grant Reimbursement	\$ 330,159.38 ✓
1/1/2021	City of Paramount	4488	Office Lease (Jan 2021)	\$ 360.32 ✓
2/1/2021	City of Paramount	4506	Office Lease (Feb 2021)	\$ 360.32 ✓
1/31/2021	Clifton Larson Allen	2735081	Accounting Support (Jan 2021)	\$ 1,500.00 ✓
1/27/2021	Fedak & Brown LLP	1-27-2021	FY 19-20 Audit (Jan 2021)	\$ 1,355.00 ✓
1/31/2021	Gateway Cities Council of Governments	1-31-2021	Office Supplies; FedEx (Jan 2020)	\$ 301.65 ✓
1/20/2021	John L Hunter and Associates, Inc.	BG1FPP12012	John Anson Ford Park Project (Dec 2020)	\$ 48,040.00 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1GHR12011	Harbor Toxics Monitoring (Nov 2020)	\$ 13,340.54 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1GHR12012	Harbor Toxics Monitoring (Dec 2020)	\$ 11,046.52 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1LLA12011	LLAR WMP (Nov 2020)	\$ 37,068.60 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1LLA12012	LLAR WMP (Dec 2020)	\$ 106,093.89 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1LSG12011	LSGR WMP (Nov 2020)	\$ 65,550.76 ✓
1/25/2021	John L Hunter and Associates, Inc.	GWM1LSG12012	LSGR WMP (Dec 2020)	\$ 113,252.89 ✓
1/29/2021	Koa Consulting, Inc.	K114-01-37	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Jan 2021)	\$ 33,908.00 ✓
1/13/2021	Richards Watson Gershon	230093	Legal Services (through Dec 31, 2020)	\$ 382.60 ✓
1/18/2021	Richard Watson & Associates	21-192-003-001	LCC WMP C&MP (Dec 2020)	\$ 100,216.39 ✓
1/27/2021	Zusser Company	1953-12	John Anson Ford Park Project (Dec 2020-Jan 2021)	\$ 1,063,529.69 ✓
Total				\$ 1,926,466.55

Reviewed and Approved by:

  
Kelli Tunnicliff, GWMA Secretary and Treasurer



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**AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2020-2021**

**SUMMARY:**

At the Board meeting in June 2020, the Board approved the budget for legal counsel services of \$30,000 for Fiscal Year (FY) 2020-2021 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:

\$ 30,000.00	FY 2020-2021 Budget amount for Legal Counsel services
<u>\$ 5,492.03</u>	Expenditures for Legal Counsel services through December 31, 2020
\$ 24,507.97	Remaining budget amount available through June 30, 2021

**FISCAL IMPACT:**

The total expenditures for Legal Counsel services for FY 2020-2021 through December 31, 2020 total \$5,492.03. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2020-2021 budget.

**RECOMMENDATION:**

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

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**AGENDA ITEM 7 – Discussion/Action Regarding Memorandum of Understanding  
with County of Los Angeles for the Los Cerritos Channel.**

**SUMMARY**

GWMA was contacted by the County of Los Angeles requesting to re-enter into a Memorandum of Understanding (MOU) to contribute on behalf of the 100-acre County Unincorporated island tributary to the Los Cerritos Channel (LCC). This MOU would allow the County to contribute on an on-going basis to the LCC Coordinated Integrated Monitoring Program (CIMP).

The original MOU between GWMA and Los Angeles County was executed in January of 2016 for the purpose of cooperatively supporting and undertaking implementation of the CIMP and the LCC TMDL as agreed to by Los Angeles County, the Los Cerritos Channel Watershed Group working as approved by the GWMA. The original MOU's expiration date was September 30, 2020.

This MOU was developed by Los Angeles County, approved by the LCC Watershed group, and reviewed by GWMA's legal counsel.

**FISCAL IMPACT:**

GWMA's Direct and Indirect Administrative Costs would be collected annually from the County of Los Angeles.

**RECOMMENDATION:**

- a. Approve the MOU with the County of Los Angeles for the Administration and Cost Sharing to implement a CIMP for the Los Cerritos Channel and authorize the Chair to execute the MOU.

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE COUNTY OF LOS ANGELES  
FOR  
ADMINISTRATION AND COST SHARING TO IMPLEMENT A 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 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 County of Los Angeles ("County"):

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

A. For the purposes of this MOU, the term "County" shall mean the County of Los Angeles; and

B. The County 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 CITIES OF BELLFLOWER, CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH, PARAMOUNT, AND SIGNAL HILL, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

D. On December 6, 2013, the Group entered into a Memorandum of Understanding between the GWMA 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 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 ("MOU"); and

E. The Group prepared and submitted the CIMP to the Regional Board in compliance with certain elements of the MS4 Permit; and

F. On June 3, 2015, the Group amended their agreement with the GWMA to (1) add implementation of the CIMP to the scope and purpose of the MOU; and (2) amend the cost-share formula for the CIMP Implementation; and

G. On July 28, 2015, the Regional Water Quality Control Board, Los Angeles Region approved the CIMP; and

H. The County and Group (collectively, "Watershed Permittees") have determined that authorizing GWMA to hire consultant(s) to implement the CIMP and potential special studies will be beneficial; and

I. The Parties desire to allow the Group to collaboratively prepare a Scope of Work and Request for Proposals to obtain consultant(s) to assist the Parties with implementation required by the CIMP and potential special studies; and

J. On January 13, 2016, the County entered into a Memorandum of Understanding between the County and the GWMA to cost share the County's respective portion of CIMP monitoring and potential special studies in all watersheds; and

K. On July 9, 2020, the Group amended their agreement with the GWMA to (1) extend the term of the MOU through September 30, 2025; (2) update the financial terms; and (3) update the cost sharing formula; and

L. The current Memorandum of Understanding between the County and the GWMA expired on September 30, 2020; and

M. The County desires to enter a MOU to continue to cost share the implementation of certain aspects of the CIMP; specifically, to share the County's respective portion of CIMP monitoring and potential special studies in all watersheds.

**Section 2. Purpose.** The purpose of this MOU is to cooperatively support and undertake implementation of the CIMP and the Los Cerritos Channel Metals TMDL ("Metals TMDL"), as agreed to by County and Group working as approved by the GWMA.

**Section 3. Cooperation.** The County, GWMA and Group shall fully cooperate with one another to achieve the purposes of this MOU. The Group has prepared a final Scope of Work and hired a consultant to assist the Parties with implementation of the CIMP, and GWMA has assisted with soliciting proposals from consultants to implement the CIMP and once awarded shall administer said consultants' contracts.

**Section 4. Voluntary Nature.** The Parties are voluntarily entering into this MOU.

**Section 5. Binding Effect.** This MOU shall become binding upon the Parties' execution of this MOU.

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

**Section 7. Responsibilities of the Parties.**

a) Responsibilities of the GWMA. The GWMA agrees to:

- (i) Solicit proposals for the implementation of the CIMP and any additional services, as agreed to by the Group as approved by the GWMA in writing;
  - (ii) Administer the selected consultants' ("Consultants") contracts in accordance with the Scopes of Work prepared by the Group; and
  - (iii) Serve as a conduit for paying the Consultants, as approved and funded by the Group.
- b) Responsibilities of the County. The County agrees to:
  - i. Access. The County will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to County storm drains, channels, catch basins, and similar properties (Facilities) to achieve the purposes of this MOU, provided, however, that prior to entering any of the County's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the County.

## **Section 8. Financial Terms.**

a) The County shall pay its Respective Costs for Consultants, and any other related expenses to which the Group and County may agree in writing in accordance with the Cost Sharing Formula set forth in **Exhibit "B"** ("Cost Sharing Formula"). County's Respective Costs may not exceed \$100,000 in any year without amendment of this MOU.

b) The County shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the County, 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 shall be a percentage based on the following formulas:

The rate charged to the County, a Non-GWMA Member, 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 County'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 Los Cerritos Channel Watershed Committee fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

c) The County shall work with the Group to 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 11 of this MOU.

d) By March 15<sup>th</sup> of each year, commencing March 15, 2021, 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 recommendation.

e) Prior to releasing payment to Consultants, the County shall coordinate with the Group regarding the decision to pay the Consultants' invoices. The decision regarding whether to pay a Consultant's invoice shall be communicated in writing to the GWMA by the Group's Representative.

f) GWMA shall not be required to incur obligations in excess of any budget approved by the GWMA, the Group and the County unless the Group authorizes the GWMA to expend the additional funds. GWMA may suspend payment for the work of the Consultants if the Group does not provide authorization to incur these additional obligations.

g) GWMA will send the County an invoice once the total actual costs for each fiscal year has been determined reflecting the County's actual Respective Costs, in accordance with Exhibit "B".

h) Upon receiving the first and each subsequent invoice, the County shall pay its Respective Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.

i) The County 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 County with copies to each other Watershed Permittee, and 2) submit a formal letter from the GWMA Executive Officer to the County. If payment is not received within sixty (60) days following the due date, the GWMA may terminate this MOU. The County shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

j) GWMA may suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within sixty (60) days of receipt unless the City Managers/ Administrators/Chief executive officers of those Watershed Permittees in good standing inform the GWMA in writing that they will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.

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

## **Section 9. Independent Contractor.**

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

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

## **Section 10. Indemnification and Insurance.**

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

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

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



d) **Consultants' Insurance.** The GWMA shall require the Consultants to obtain and maintain throughout the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A: i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage; ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this Agreement with minimum combined single limits coverage of One Million Dollars (\$1,000,000); iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of \$2,000,000 per incident; and iv. Workers' compensation insurance as required by the State of California.

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

## **Section 11 "Withdrawal; Termination"**

a) The County may withdraw from this MOU for any reason, or no reason, by giving the Group thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the County's notice to withdraw from the MOU. The County shall be responsible for its Respective 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. The County shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. Remaining funds, if any, shall be added to the LCC Group Reserves and returned at the conclusion of the LCC MOU.

b) The GWMA may, with a two-thirds (2/3) vote of the full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed shall be returned to the then remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

## **Section 12 Miscellaneous**

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

To GWMA: Ms. Grace J. Kast  
GWMA Executive Officer  
c/o Gateway Water Management Authority  
16401 Paramount Boulevard  
Paramount, CA 90723

To the County: Taejin Moon  
County of Los Angeles  
Public Works  
Stormwater Quality Division, 11th Fl.  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

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

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

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

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

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

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

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

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

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

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

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION INTEGRATED  
REGIONAL WATER MANAGEMENT JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

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

DATE: \_\_\_\_\_

LOS ANGELES COUNTY  
County of Los Angeles  
Public Works  
Stormwater Quality Division, 11<sup>th</sup> Fl.  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

By:

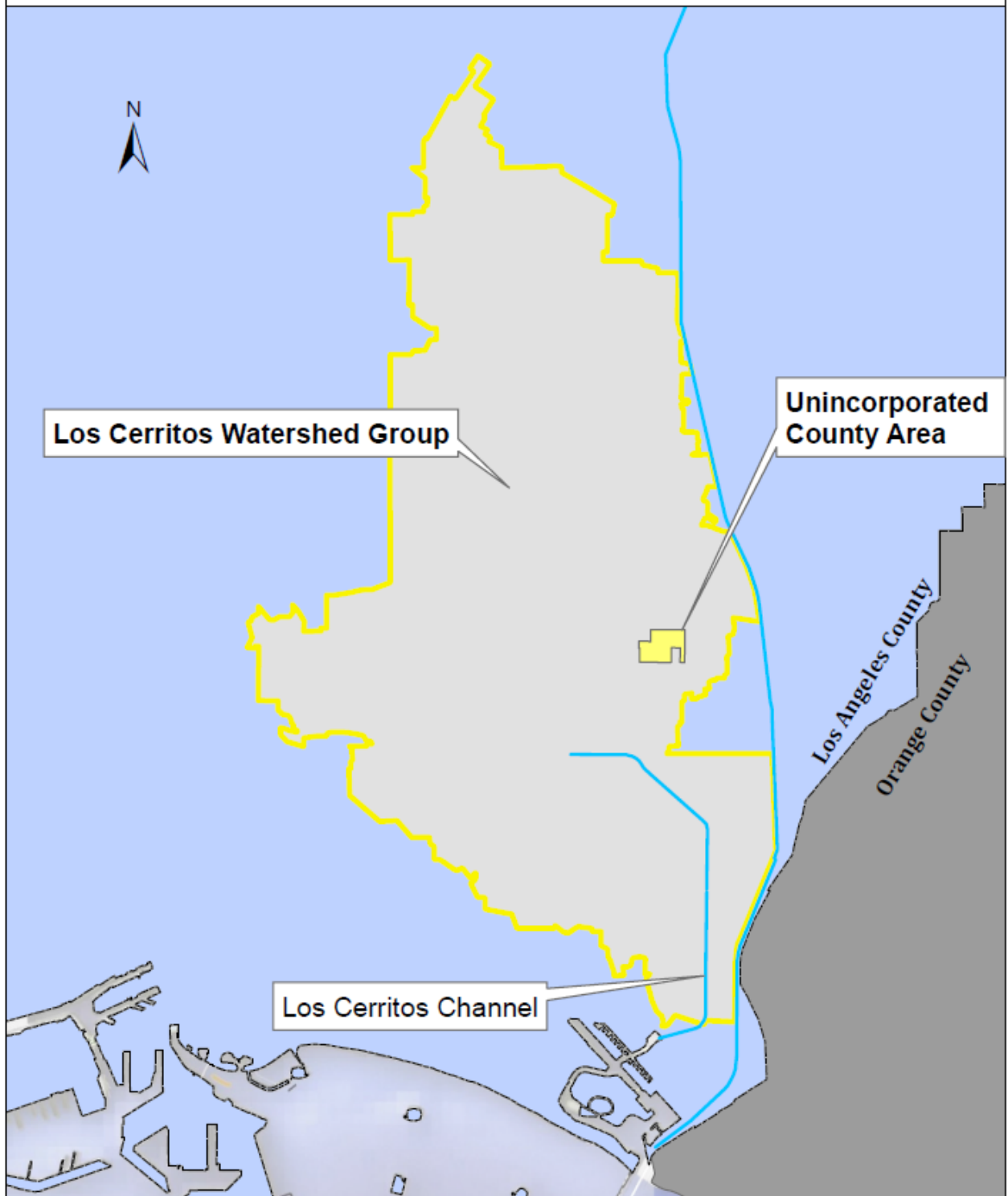
\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva  
County Counsel

\_\_\_\_\_  
Deputy

## Exhibit A



## EXHIBIT "B"

### Cost Sharing Formula for Implementation of the Plans

The County agrees to pay for the cost of implementation of the CIMP and additional services as agreed to by the Parties, following this cost sharing allocation. The County's Respective Costs may not exceed \$100,000 per year without an amendment to this MOU.

**TABLE 1**  
Cost Sharing Formula per \$100,000  
beginning October 1, 2020 through September 30, 2025.

Agency	Acres in Watershed	% of Total Area	Share Per Percentage of Watershed <sup>1</sup>	Flat Fee	Total Share Per \$100,000 <sup>5</sup>
County	94	0.55%	\$299.98	\$5,000.00	\$5,299.98
Total <sup>2,3,4</sup>	17,213	99.45%	\$54,700.02	N/A	N/A

Source: City acreage within watershed from EPA.

<sup>1</sup> For the municipalities, 55% is based on percent of Freshwater Watershed acreage and 40% based on a Flat Fee of \$5,000 per \$100,000, since the LACFCD is paying 5% of total cost.

<sup>2</sup> The established TMDL indicates that the watershed contains 17,711 acres. The total acres shown in Table 1 excludes 497 acres of Caltrans property.

<sup>3</sup> The Watershed Group will determine each year a budget for the following fiscal year necessary to comply with Section VI.C. of Order No. R4-2012-0175 and the comparable requirements of Section VII.C. of Order No R4-2014-0024.

<sup>4</sup> This estimate does not include Caltrans at this time.

<sup>5</sup> GWMA shall add a percentage as stated in Section 8 of this agreement to each invoice submitted to the County to cover the County's share of the MOU Costs

**Table 2**  
Cost Sharing Formula for Fiscal Year 2020-2021

Estimated cost of CIMP Implementation	\$439,632.00
County's proportional flat fee (\$5,000 per \$100,000)	\$21,981.60
County's proportional share per percentage of Watershed (\$299.98 per \$100,000)	\$1,318.81
Total	\$23,300.41



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

February 11, 2021

**AGENDA ITEM 8 – Discussion/Action Regarding Memorandum of Understanding  
with City of Compton for Lower Los Angeles River  
Coordinated Integrated Monitoring Plan Cost Sharing**

**SUMMARY:**

The City of Compton requested from the Lower Los Angeles River (LLAR) Watershed Group to participate in the LLAR coordinated Integrated Monitoring Plan (CIMP) for the Total Maximum Daily Loads (TMDLs) at monitoring locations for individual permit compliance.

The LLAR Watershed Group is requesting for the GWMA Board of Directors to authorize GWMA to enter into an individual separate agreement with the City of Compton as an individual National Pollutant Discharge Elimination System (NPDES) permit holder for CIMP cost sharing purposes only.

**DISCUSSION:**

In 2018, the GWMA Board authorized staff and legal counsel to work with the various watershed groups for which GWMA facilitates the collection of monitoring data to develop a data sharing process for private NPDES permit holders, similar to the current program for the Lower Harbor Toxics Group.

Since GWMA's legal counsel, Richards Watson Gerson (RWG) also represents the City of Compton, RWG coordinated with GWMA Staff and the City of Compton to obtain a conflict-of-interest waiver to prepare the agreement.

The agreement was prepared utilizing GWMA's template data sharing agreement with the private NPDES permit holder which includes insurance requirements and requires the private party to indemnify GWMA and the public agency permittees. In addition, the agreement provides that GWMA does not guarantee the accuracy of the monitoring data and that GWMA shall have no liability to the Permit Holder for the acts or omissions of GWMA's consultants. waives GWMA's liability for negligent acts. The agreement also clarifies that the private party is not considered a member of the group, but instead is only entitled to participate in the monitoring program.

**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*



The City of Compton will be invoiced an annual payment amount for the monitoring data collected as part of the CIMP, plus administrative fees on each payment to cover direct administrative costs. The City of Compton is a GWMA members and therefore, 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 Administrative Costs would collected annually from the City of Compton.

**RECOMMENDATION:**

- a. Approve the MOU with the City of Compton for the Administration and Cost Sharing for the Implementation of a Coordinated Compliance Monitoring and Reporting Plan and authorize the Chair to execute the MOU.

**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  
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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*

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

FOR COST SHARING FOR THE IMPLEMENTATION OF A COORDINATED  
INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER  
QUALITY CONTROL BOARD, LOS ANGELES REGION

This Agreement is made and entered into as of February 11, 2021 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Compton ("Permit Holder").

RECITALS

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

WHEREAS, for the purposes of this Agreement, the term "Permittees" shall mean the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District ("LACFCD"); and

WHEREAS, between 2005 and 2016, the United States Environmental Protection Agency approved the Nutrient Total Maximum Daily Load ("TMDL"), Metals TMDL, Los Angeles River Bacteria TMDL, Harbor Toxics TMDL, Beaches/Estuary TMDL with the intent of protecting and improving water quality in the Lower Los Angeles River and the Greater Los Angeles and Long Beach Harbor Waters ("TMDLs"); and

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

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Lower Los Angeles River ("LLAR"); and

WHEREAS, the Permittees achieve the objectives of the TMDLs by implementing a Coordinated Integrated Monitoring and ("CIMP") for the TMDLs to ensure consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, the CIMP submitted by the Permittees on July 2, 2015 was approved by the Los Angeles Regional Water Quality Control Board's ("Regional Board") Executive Officer and

WHEREAS, the Permittees have authorized GWMA to hire and serve as conduit for paying a qualified consultant team, ("Consultant"), approved by the Permittees, to implement and conduct the monitoring set forth in the CIMP; and

WHEREAS, monitoring locations operated separately by the Permittees and the LACFCD have been established below the confluence of Compton Creek and the Los Angeles River; and

WHEREAS, the City of Compton, an individual NPDES permit holder has indicated a desire to participate in the receiving water and TMDL CIMP at those monitoring locations (collectively referred to as S10, but not including locations solely monitoring outfalls) for individual permit compliance; and

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

WHEREAS, the Permit Holder is such an individual NPDES permit holder and desires to obtain monitoring data collected as part of the CIMP at S10 and to share in the costs of the implementation of the CIMP.

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

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

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

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

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

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

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

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

Section 6. Term. This Agreement shall commence on February 11, 2021 and shall expire on June 30, 2025, unless terminated earlier pursuant to this Agreement.

## Section 7. Role of the GWMA.

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

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

## Section 8. Financial Terms.

(a) The Permit Holder shall pay twelve thousand three hundred dollars (\$12,300) plus any applicable Consumer Price Index (CPI) adjustment as defined below ("Annual Payment Amount"), annually on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) basis to the GWMA in exchange for the monitoring data collected as part of the CIMP. The Annual Payment Amount will be annually adjusted each year based upon the percentage change in the Bureau of Labor Statistics' CPI, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year.

(b) In addition to the Annual Payment Amount, the Permit Holder shall pay the annual GWMA Administrative Fee which is a charge for the Permit Holder's share of the GWMA's staff time for hiring the Consultant and invoicing the Permit Holder, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA Board annually establishes the fee rate for recovering its Administrative Costs. The GWMA Administrative fee rate for GWMA members charged to the Permit Holder shall be anywhere between 0 to 5%.

(c) Permit Holder's first payment is due upon execution of this Agreement and shall cover the current fiscal year. For each successive year, commencing with the 2021-2022 fiscal year, the GWMA shall submit annual invoices to the Permit Holder no later than the April 15<sup>th</sup> prior to the new fiscal year.

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

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

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

Section 9. Independent Contractor.

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

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

Section 10. Indemnification and Insurance.

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

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

Section 11. Termination.

(a) The Permit Holder may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permit Holder shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permit Holder terminates the Agreement and shall not be entitled to any refund of any portion of said Annual Payment Amount. Moreover, unless the Permit Holder provides written notice of termination to the GWMA by the March 30th immediately prior to the new fiscal year, the Permit Holder shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permit Holder terminates on April 1, 2021, Permit Holder is responsible for the Annual Payment

Amounts for both FY 2020-2021 and FY 2021-2022. If the Permit Holder terminates on March 25, 2021, the Permit Holder is responsible for its Annual Payment Amount only for FY 2020-2021, not for FY 2021-2022). If the Permit Holder terminates the Agreement, the Permit Holder shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

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

## Section 12. Miscellaneous.

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

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

To GWMA:

Ms. Grace J. Kast  
 GWMA Executive Officer  
 Gateway Water Management Authority  
 16401 Paramount Boulevard  
 Paramount, CA 90723  
 Phone: (626) 485-0338  
 Email: gracekast.gateway@gmail.com

To the Permit Holder:

City of Compton  
 Attn: Michael L. Antwine II  
 205 South Willowbrook Avenue  
 Compton, CA 90220  
 Phone: (310) 605-5577  
 Email: mantwine@comptoncity.org

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

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

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

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

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

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

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

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

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

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

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

\_\_\_\_\_  
Nicholas R. Ghirelli  
GWMA General Counsel

DATE: \_\_\_\_\_

PERMIT HOLDER

City of Compton

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title





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

February 11, 2021

## **AGENDA ITEM 9 – Discussion/Action Regarding GWMA’s Updated On-Call Consulting Services List**

### **SUMMARY:**

Many of the existing Professional Services Agreements (PSAs) for existing On-Call Consultants had expired in 2020. Therefore, on September 30, 2020, a Request for Qualifications was released for General On-Call Professional Technical and/or Engineering Services

Statement of Qualifications (SOQs) were due on October 30, 2020. GWMA received thirteen (13) SOQs, which were from the following companies:

- Atkins North America, Inc.
- Cannon Corp
- Civiltec Engineering, Inc.
- Craftwater Engineering, Inc.
- CWE
- Geosyntec Consultants
- Harris & Associates
- John L. Hunter and Associates, Inc.
- Richard Watson & Associates, Inc.
- Rincon Consultants, Inc.
- SA Associates
- Stetson Engineers, Inc
- Tetra Tech

Two consultants with non-expired PSAs on our On-Call Consulting Services List were requested to resubmit a proposal due to team member changes or because staff felt updated qualifications were needed. Those consultants are: Geosyntec Consultants, and Tetra Tech.

An ad-hoc Committee, consisting of Directors Monroe, Vu, and Papa, along with GWMA staff, held a conference call on December 10<sup>th</sup> to discuss, a ranking and selection process to recommend consultants for GWMA’s updated list of pre-qualified consultants. The committee selected the top-six ranked firms per Scope of Work category. The recommended updated list is attached hereto.

### **FISCAL IMPACT:**

None at this time. Retaining consulting services requires approval of expenditures in accordance with the approved Policy for On-Call Consulting Services for each recommended Scope of Work task.

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**RECOMMENDATION:**

- a. Approve GWMA's Updated On-Call Consulting Services List as presented.
- b. Authorize the Chair to execute On-Call Professional Services Agreements with the newly accepted on-call consultants, contingent upon legal counsels' review of any requested non-material changes on PSAs.

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Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority

Proposed List – February 11, 2021

## ON-CALL CONSULTING SERVICES FOR GWMA

(Consultants listed in **BLUE** are newly added for Board consideration)

### **Scope of Work Category: Feasibility Study and Project and/or Program Report Writing.**

Firm	Contact	Email
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
Harris & Associates	Tom West	tom.west@weareharris.com
Rincon Consultants	Danielle Griffith	dgriffith@rinconconsultants.com
SA Associates	Shahnawaz Ahmad	sahmad@saassociates.net
Tetra Tech	Nate Schriener	nate.schreiner@tetrattech.com

### **Scope of Work Category: Project Management (including, but not limited to Construction Management and Inspection Services, Plan Checking, Compliance Assurance and Reporting Services Associated with Federal, State and other Grant Funded Projects and Programs).**

Firm	Contact	Email
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Atkins North America	Maria Alvarez	maria.alvarez@atkinsglobal.com
Cannon	Mike Agbodo	mike.a@cannoncorp.us
Civiltec Engineering	Greg Ripperger	gripperger@civiltec.com
CWE	Vik Bapna	vbapna@cwecorp.com
SA Associates	Shahnawaz Ahmad	sahmad@saassociates.net
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

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**ON-CALL CONSULTING SERVICES FOR GWMA (cont.)**  
(Consultants listed in **BLUE** are newly added for Board consideration)

**Scope of Work Category: Coordinate and Manage Watershed Projects.**

Firm	Contact	Email
GEI	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
John L. Hunter & Associates	John Hunter	jhunter@jlha.net
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

**Scope of Work Category: Prepare and/or Manage Preparation of Bid Documents (Plans, Specifications and Estimates).**

Firm	Contact	Email
Atkins North America	Maria Alvarez	maria.alvarez@atkinsglobal.com
Cannon	Mike Agbodo	mike.a@cannoncorp.us
Civiltec Engineering	Greg Ripperger	gripperger@civiltec.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
SA Associates	Shahnawaz Ahmad	sahmad@saassociates.net
Stetson Engineers	Jeff Helsley	jeffh@stetsonengineers.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

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**ON-CALL CONSULTING SERVICES FOR GWMA (cont.)**  
(Consultants listed in **BLUE** are newly added for Board consideration)

**Scope of Work Category: Regional Planning Grant and/or Opportunities**  
***(including Development of Associated Documents.***

Firm	Contact	Email
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
John L. Hunter & Associates	John Hunter	jhunter@jlha.net
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

**Scope of Work Category: Grant Writing and/or Grant Implementation**  
***Management.***

Firm	Contact	Email
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
John L. Hunter & Associates	John Hunter	jhunter@jlha.net
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
SA Associates	Shahnawaz Ahmad	sahmad@saassociates.net

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**ON-CALL CONSULTING SERVICES FOR GWMA (cont.)**  
(Consultants listed in **BLUE** are newly added for Board consideration)

**Scope of Work Category: Strategic Local and/or Regional Planning Efforts**  
**(including Development of Associated Documents).**

Firm	Contact	Email
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
John L. Hunter & Associates	John Hunter	jhunter@jlha.net
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

**Scope of Work Category: GIS Mapping/Management.**

Firm	Contact	Email
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
Harris & Associates	Tom West	tom.west@weareharris.com
Rincon Consultants	Danielle Griffith	dgriffith@rinconconsultants.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

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**ON-CALL CONSULTING SERVICES FOR GWMA (cont.)**  
(Consultants listed in **BLUE** are newly added for Board consideration)

**Scope of Work Category: CEQA/NEPA Environmental Proceedings (including but not limited to, Preparation, Review and Management of Technical Reports Associated with Various Projects and/or Programs (Specialty in the area of Water/Watershed/ Stormwater)).**

Firm	Contact	Email
Atkins North America	Maria Alvarez	maria.alvarez@atkinsglobal.com
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
Rincon Consultants	Danielle Griffith	dgriffith@rinconconsultants.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

**Scope of Work Category: IRWM Related Programs and Activities (including but not limited to, Plan Updates and Project List Updates).**

Firm	Contact	Email
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
Harris & Associates	Tom West	tom.west@weareharris.com
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
Stetson Engineers	Jeff Helsley	jeffh@stetsonengineers.com
Tetra Tech	Nate Schreiner	nate.schreiner@tetrattech.com

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**From:** Karen Cowan <[karen.cowan@casqa.org](mailto:karen.cowan@casqa.org)>  
**Sent:** Wednesday, February 3, 2021 11:16 AM  
**Subject:** AB 377

CASQA Policy and Permitting Subcommittee,

We are reaching out to ensure you are aware of AB 377 (see attachment). This legislation was introduced by Coastkeeper this week (through Assembly Member Robert Rivas and Senator Bob Hertzberg). A summary of key points is at the end of this email.

The CASQA Board of Directors will consider advocacy options during the next Board of Directors meeting on February 10, 2021. Until that time, CASQA will provide education on the content of the proposed bill and [how it relates to our Vision for Sustainable Stormwater Management](#). The next Policy and Permitting Subcommittee call is scheduled for February 9, 2021 from 3:30pm to 4:30pm. If you would like to hear more, please plan to participate in that meeting.

### **Key Points of AB 377**

- Prohibits the State and Regional Boards from adopting NPDES permits with compliance schedules or deemed compliance terms.
- Requires end of pipe monitoring, comprehensive antidegradation analysis and establishes a state law anti-backsliding provision.
- Limits the amount of time that can be included in Schedules of Implementation in Water Quality Control Plans and limits use of TSOs to no longer than until 2030.
- Requires development of an Impaired Waterways Enforcement Program to enforce all water quality standards violations.

Thank you,

Karen

**Karen Cowan**  
Executive Director  
California Stormwater Quality Association (CASQA)  
1201 N. Catalina Avenue #4227  
Redondo Beach, CA 90277  
(310) 462-4939  
[www.casqa.org](http://www.casqa.org)

CASQA is a 501(c)(3) non-profit organization dedicated to the advancement of stormwater quality management, science, and regulation



**ASSEMBLY BILL****No. 377**

**Introduced by Assembly Member Robert Rivas**  
(Principal coauthor: Senator Hertzberg)

February 1, 2021

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An act to add Chapter 3.5 (commencing with Section 13150) to Chapter 3 of Division 7 of the Water Code, relating to water quality.

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LEGISLATIVE COUNSEL'S DIGEST

AB 377, as introduced, Robert Rivas. Water quality: impaired waters.

(1) Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system (NPDES) permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Existing law requires each regional board to formulate and adopt water quality control plans for all areas within the region, as provided.

This bill would require all California surface waters to be fishable, swimmable, and drinkable by January 1, 2050, as prescribed. The bill would prohibit the state board and regional boards from authorizing an NPDES discharge, waste discharge requirement, or waiver of a waste discharge requirement that causes or contributes to an exceedance of a water quality standard, or from authorizing a best management practice permit term to authorize a discharge that causes or contributes to an exceedance of a water quality standard in receiving waters. The bill would prohibit, on or after January 1, 2030, a regional water quality control plan from including a schedule for implementation for achieving a water quality standard that was adopted as of January 1, 2021, and

would prohibit a regional water quality control plan from including a schedule for implementation of a water quality standard that is adopted after January 1, 2021, unless specified conditions are met. The bill would prohibit an NPDES permit, waste discharge requirement, or waiver of a waste discharge requirement from being renewed, reissued, or modified to contain effluent limitations or conditions that are less stringent than those in the previous permit, requirement, or waiver.

(2) Existing law authorizes the imposition of civil penalties for violations of certain waste discharge requirements and requires that penalties imposed pursuant to these provisions be deposited into the Waste Discharge Permit Fund, to be expended by the state board, upon appropriation by the Legislature, for specified purposes related to water quality. For violations of certain other waste discharge requirements, including the violation of a waste discharge requirement effluent limitation, existing law imposes specified civil penalties, the proceeds of which are deposited into the continuously appropriated State Water Pollution Cleanup and Abatement Account, which is established in the State Water Quality Control Fund.

This bill would require, by January 1, 2030, the state board and regional boards to develop an Impaired Waterways Enforcement Program to enforce all remaining water quality standard violations that are causing or contributing to an exceedance of a water quality standard. To ensure any water segments impaired by ongoing pollutants are brought into attainment with water quality standards, the bill would require the state board and regional boards, by January 1, 2040, to evaluate the state's remaining impaired waters using a specified report. The bill would require, by January 1, 2040, the state board and regional boards to report to the Legislature a plan to bring the final impaired water segments into attainment by January 1, 2050. The bill would create the Waterway Attainment Account in the Waste Discharge Permit Fund and would make moneys in the Waterway Attainment Account available for the state board to expend, upon appropriation by the Legislature, to bring remaining impaired water segments into attainment in accordance with the plan. The bill would create in the Waterway Attainment Account the Waterway Attainment Penalty Subaccount, composed of penalties obtained pursuant to the Impaired Waterways Enforcement Program, and would make moneys in the subaccount available for the state board to expend, upon appropriation by the Legislature, for purposes of the program. The bill would require, by January 1, 2040, and subject to a future legislative act, 50% of the annual

proceeds of the State Water Pollution Cleanup and Abatement Account to be annually transferred to the Waterway Attainment Account. The bill would require the state board, upon appropriation by the Legislature, to expend 5% of the annual proceeds of the State Water Pollution Cleanup and Abatement Account to fund a specified state board program.

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

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

1 SECTION 1. (a) The Legislature finds and declares all of the  
2 following:

3 (1) Water is a necessity of human life, and every Californian  
4 deserves access to clean and safe water. Yet climate change  
5 jeopardizes the quality and safety of our water. Climate change is  
6 impacting the state's hydrology to create water resource  
7 vulnerabilities that include, but are not limited to, changes to water  
8 supplies, subsidence, increased amounts of water pollution, erosion,  
9 flooding, and related risks to water and wastewater infrastructure  
10 and operations, degradation of watersheds, alteration of aquatic  
11 ecosystems and loss of habitat, multiple impacts in coastal areas,  
12 and ocean acidification.

13 (2) Many aspects of climate change and associated impacts will  
14 continue for centuries, even if anthropogenic emissions of  
15 greenhouse gases are reduced or stopped. Given the magnitude of  
16 climate change impacts on California's hydrology and water  
17 systems, the state's climate change response should include  
18 attainment of water quality standards to allow the state's  
19 watersheds to resiliently adapt to forthcoming and inevitable  
20 climate change stressors.

21 (3) The federal Clean Water Act (33 U.S.C. Sec. 1251 et seq.)  
22 was enacted on October 18, 1972, to establish the basic structure  
23 for regulating discharges of pollutants into the waters of the United  
24 States and regulating quality standards for surface waters. The  
25 objective of the federal Clean Water Act is to restore and maintain  
26 the chemical, physical, and biological integrity of the nation's  
27 waters. To achieve that objective, Congress declared a national  
28 goal that the discharge of pollutants into navigable waters be  
29 eliminated by 1985.

1 (4) California has long been a national and international leader  
2 on environmental stewardship efforts, including the areas of air  
3 quality protections, energy efficiency requirements, renewable  
4 energy standards, and greenhouse gas emission standards for  
5 passenger vehicles. The program established by this act will  
6 continue this tradition of environmental leadership by placing  
7 California at the forefront of achieving the nation's goal of making  
8 all waterways swimmable, fishable, and drinkable.

9 (5) The State Water Resources Control Board, along with the  
10 nine California regional water quality control boards, protect and  
11 enhance the quality of California's water resources through  
12 implementing the federal Clean Water Act, as amended, and  
13 California's Porter-Cologne Water Quality Control Act (Division  
14 7 (commencing with Section 13000) of the Water Code).

15 (6) The State Water Resources Control Board's mission is to  
16 "preserve, enhance, and restore the quality of California's water  
17 resources and drinking water for the protection of the environment,  
18 public health, and all beneficial uses, and to ensure proper water  
19 resource allocation and efficient use, for the benefit of present and  
20 future generations."

21 (7) Under Section 303(d) of the federal Clean Water Act (33  
22 U.S.C. 1313(d)), California is required to review, make changes  
23 as necessary, and submit to the United States Environmental  
24 Protection Agency a list identifying water bodies not meeting water  
25 quality standards (303(d) list). California is required to include a  
26 priority ranking of those waters, taking into account the severity  
27 of the pollution and the uses to be made of those waters, including  
28 waters targeted for the development of total maximum daily loads  
29 (TMDLs).

30 (8) As of the most recent 2018 303(d) list, nearly 95 percent of  
31 all fresh waters assessed in California, and over 1,400 water bodies,  
32 are listed as impaired, with only 114 TMDLs have been approved  
33 since 2009 in California. Of 164,741 assessed miles of rivers and  
34 streams, 82 percent were impaired. Of 929,318 assessed acres of  
35 lakes, reservoirs, and ponds, 93 percent were impaired. Of 575,000  
36 assessed acres of bays, harbors, and estuaries, 99 percent were  
37 impaired. Of 2,180 assessed miles of coastal shoreline, 93 percent  
38 were impaired. Of 130,084 assessed acres of wetlands, 99 percent  
39 were impaired.

(b) (1) In honor of the federal Clean Water Act's 50-year anniversary, it is the intent of the Legislature in enacting this act to recommit California to achieve the national goal to restore and maintain the chemical, physical, and biological integrity of the state's waters by eliminating the discharge of pollutants into impaired waterways.

(2) It is further the intent of the Legislature in enacting this act to require that the State Water Resources Control Board and the California regional water quality control boards meet the national goal of achieving swimmable, fishable, and drinkable waters by no later than January 1, 2050.

SEC. 2. Chapter 3.5 (commencing with Section 13150) is added to Chapter 3 of Division 7 of the Water Code, to read:

CHAPTER 3.5. STATE WATERS IMPAIRMENT

13150. All California surface waters shall be fishable, swimmable, and drinkable by January 1, 2050. To bring all water segments into attainment with this requirement, the state board and regional boards shall comply with the requirements of this chapter.

13151. (a) The state board and regional boards shall not do either of the following:

(1) Authorize an NPDES discharge that causes or contributes to an exceedance of a water quality standard.

(2) Authorize an NPDES permit that uses an alternative compliance determination, safe harbor "deemed in compliance" term, or any other best management practice permit term to authorize a discharge that causes or contributes to an exceedance of a water quality standard in receiving waters.

(b) The state board and regional boards shall not do either of the following:

(1) Authorize a permit that does not include monitoring sufficient to demonstrate compliance with water quality standards and, unless infeasible, that does not include end-of-discharge pipe monitoring.

(2) Authorize a permit unless it establishes criteria for, and requires, monitoring to evaluate compliance with water quality standards.

1 (c) The state board and regional boards shall not do either of  
2 the following:

3 (1) Authorize a waste discharge requirement or waiver of a  
4 waste discharge requirement for a discharge that causes or  
5 contributes to an exceedance of a water quality standard.

6 (2) Authorize a waste discharge requirement or waiver of a  
7 waste discharge requirement that uses an alternative compliance  
8 determination, safe harbor “deemed in compliance” term, or any  
9 other best management practice permit term to authorize a  
10 discharge that causes or contributes to an exceedance of a water  
11 quality standard in receiving waters.

12 (d) The state board and regional boards shall not issue an  
13 enforcement order pursuant to Chapter 12 (commencing with  
14 Section 1825) of Part 2 of Division 2 or Article 1 (commencing  
15 with Section 13300) of Chapter 5 that includes a compliance  
16 schedule deadline that extends beyond January 1, 2030, to a  
17 discharger for a discharge that is causing or contributing to an  
18 exceedance of a water quality standard.

19 13152. (a) Notwithstanding Section 13242, on and after  
20 January 1, 2030, a regional water quality control plan, including  
21 the program of implementation, shall not include a schedule for  
22 implementation for achieving a water quality standard that was  
23 adopted in an approved regional water quality control plan as of  
24 January 1, 2021. It is the intent of the Legislature in enacting this  
25 requirement to ensure that all water quality standards in effect as  
26 of January 1, 2021, are fully implemented and achieved by January  
27 1, 2030.

28 (b) The state board and regional boards shall only include in a  
29 regional water quality control plan a schedule for implementation  
30 of a water quality standard that is adopted after January 1, 2021,  
31 if all of the following conditions are met:

32 (1) The schedule for implementation of the water quality  
33 standard is the shortest time necessary, and in no instance exceeds  
34 five years.

35 (2) The schedule for implementation is necessary for the  
36 permittee to undertake physical construction that is necessary to  
37 achieve compliance with the water quality standard.

38 (3) The water quality standard is not substantially similar to a  
39 water quality standard that was in effect as of January 1, 2021.

1 (c) An NPDES permit, waste discharge requirement, or waiver  
2 of a waste discharge requirement shall not be renewed, reissued,  
3 or modified to contain effluent limitations or conditions that are  
4 less stringent than the comparable effluent limitations or conditions  
5 in the previous permit, requirement, or waiver.

6 (d) The state board and regional boards shall not authorize an  
7 NPDES permit, waste discharge requirement, or waiver of a waste  
8 discharge requirement that does not include a complete  
9 antidegradation analysis as set out in State Water Resources  
10 Control Board Resolution No. 68-16 and Administrative Procedures  
11 Update 90-004.

12 13153. (a) (1) By January 1, 2030, the state board and regional  
13 boards shall develop an Impaired Waterways Enforcement Program  
14 to enforce all remaining water quality standard violations pursuant  
15 to Chapter 12 (commencing with Section 1825) of Part 2 of  
16 Division 2 and Article 1 (commencing with Section 13300) of  
17 Chapter 5 that are causing or contributing to an exceedance of a  
18 water quality standard.

19 (2) An enforcement action taken pursuant to the program shall  
20 result in sufficient penalties, conditions, and orders to ensure the  
21 person subject to the enforcement action is no longer causing or  
22 contributing to an exceedance of a water quality standard.

23 (3) A discharger shall remain liable for a violation of a water  
24 quality standard until sampling at the point of discharge  
25 demonstrates that the discharge is no longer causing or contributing  
26 to the exceedance.

27 (4) Penalties obtained pursuant to the program shall be deposited  
28 into the Waterway Attainment Penalty Subaccount, which is hereby  
29 created in the Waterway Attainment Account. Moneys in the  
30 subaccount shall be available for the state board to expend, upon  
31 appropriation by the Legislature, for purposes of the program.

32 (b) (1) By January 1, 2040, to ensure any water segments  
33 impaired by ongoing legacy pollutants and nonpoint source  
34 pollution are brought into attainment with water quality standards,  
35 the state board and regional boards shall evaluate the state's  
36 remaining impaired waters using the most current integrated report.

37 (2) The state board and regional boards shall, by January 1,  
38 2040, report to the Legislature in compliance with Section 9795  
39 of the Government Code a plan to bring the final impaired water  
40 segments into attainment by January 1, 2050.

1 (3) The requirement for submitting a report imposed under  
2 paragraph (2) is inoperative on January 1, 2044, pursuant to Section  
3 10231.5 of the Government Code.

4 (c) (1) The Waterway Attainment Account is hereby created  
5 in the Waste Discharge Permit Fund. Moneys in the Waterway  
6 Attainment Account shall be available for the state board to expend,  
7 upon appropriation by the Legislature, to bring remaining impaired  
8 water segments into attainment in accordance with the plan  
9 submitted pursuant to paragraph (2) of subdivision (b), subject to  
10 subdivision (d).

11 (2) (A) By January 1, 2040, subject to a future legislative act,  
12 50 percent of the annual proceeds of the State Water Pollution  
13 Cleanup and Abatement Account shall be annually transferred to  
14 the Waterway Attainment Account.

15 (B) This paragraph shall become inoperative January 1, 2051,  
16 or when all water segments are in attainment with water quality  
17 standards, whichever comes first.

18 (d) Moneys in the Waterway Attainment Account shall be  
19 expended by the state board, upon appropriation by the Legislature,  
20 to bring impaired waterways into attainment with water quality  
21 standards to the maximum extent possible. Moneys in the account  
22 shall only be expended on the following:

23 (1) Restoration projects, including supplemental environmental  
24 projects, that improve water quality.

25 (2) Best management practice research innovation and incentives  
26 to encourage innovative best management practice implementation.

27 (3) Source control programs.

28 (4) Identifying nonfilers.

29 (5) Source identification of unknown sources of impairment.

30 (6) Enforcement actions that recover at least the amount of  
31 funding originally expended, which shall be deposited into the  
32 Waterway Attainment Account.

33 (e) The state board shall, upon appropriation by the Legislature,  
34 expend 5 percent of the annual proceeds of the State Water  
35 Pollution Cleanup and Abatement Account to fund the state board's  
36 SWAMP - Clean Water Team Citizen Monitoring Program in  
37 order to inform the integrated report.

38 13154. This chapter does not affect the process by which  
39 voluntary agreements are entered into to assist in the



1 implementation of new water quality standards lawfully adopted  
2 by the state board.

3 13155. For purposes of this chapter, the following definitions  
4 apply:

5 (a) “Best management practice” means a practice or set of  
6 practices determined by the state board or a regional board for a  
7 designated area to be the most effective feasible means of  
8 preventing or reducing the generation of a specific type of nonpoint  
9 source pollution, given technological, institutional, environmental,  
10 and economic constraints.

11 (b) “Drinkable” applies to waters subject to a regional water  
12 quality control plan and means that the waters are drinkable to the  
13 extent required by the regional water quality control plan.

14 (c) “Integrated report” means the state report that includes the  
15 list of impaired waters required pursuant to Section 303(d) of the  
16 federal Clean Water Act (33 U.S.C. 1313(d)) and the water quality  
17 assessment required pursuant to Section 305(b) of the federal Clean  
18 Water Act (33 U.S.C. 1315(b)).

19 (d) “NPDES” means the national pollutant discharge elimination  
20 system established in the federal Clean Water Act (33 U.S.C.A.  
21 Sec. 1251 et seq.).

22 (e) “Regional board” means a California regional water quality  
23 control board.

24 (f) “Regional water quality control plan” means a water quality  
25 control plan developed pursuant to Section 13240.

26 (g) “State board” means the State Water Resources Control  
27 Board.

28 (h) “State Water Pollution Cleanup and Abatement Account”  
29 means the State Water Pollution Cleanup and Abatement Account  
30 created pursuant to Section 13440.

31 (i) “Supplemental environmental project” means an  
32 environmentally beneficial project that a person subject to an  
33 enforcement action voluntarily agrees to undertake in settlement  
34 of the action and to offset a portion of a civil penalty.

35 (j) “Waste Discharge Permit Fund” means the Waste Discharge  
36 Permit Fund created pursuant to Section 13260.

37 (k) “Waterway Attainment Account” means the Waterway  
38 Attainment Account created pursuant to paragraph (1) of  
39 subdivision (c) of Section 13153.

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- 1     *(l)* “Waterway Attainment Penalty Subaccount” means the
- 2     Waterway Attainment Penalty Subaccount created pursuant to
- 3     paragraph (4) of subdivision (a) of Section 13153.

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