



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

AGENDA

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

**Meeting Remote Location
via WebEx**

<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=m3fa82b745cb5250f51b3b5b9dc7ce407>

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

Meeting number: 182 687 8720

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 Consent Calendar: (Acted as one item unless withdrawn by request)**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 February 11, 2021 (Enclosure).
 - b. Approve the Warrant Register for March 2021 (Enclosure).
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. GWMA Audit for Fiscal Year 2019-2020 (Enclosure)**
 - a. Receive and File the Annual Audited Financial Statement for Fiscal Year 2019-2020, as presented.

Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
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- 7. Discussion/Action Regarding Agreement with City of Compton for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL (Enclosures)**
 - a. Approve the Agreement with City of Compton to Provide Administrative and Contractual Services on Behalf of the Harbor Toxics Upstream Participants for the Harbor Toxic Pollutant TMDL Monitoring Program, as presented.
 - b. Authorize the Chair to Execute the Agreement with the City of Compton.
- 8. Discussion/Action Regarding City of Avalon's Fiscal Year 2020-2021 Membership Dues and Request to Withdraw Membership from Gateway Water Management Authority (Enclosures)**
 - a. Accept City of Avalon's request to reduce its FY 2020-2021 membership dues assessment by one-half (\$7,500) and to accept its withdrawal (via Resolution) as a member in good-standing.
- 9. Discussion/Action Regarding the First Amendment to the Agreement with the California State Water Resources Control Board for the John Anson Ford Park Infiltration Cistern: Phase I Project (Enclosures)**
 - a. Approve the First Amendment to the Grant Agreement with the California State Water Resources Control Board for the John Anson Ford Park Infiltration Cistern: Phase I Project.
 - b. Authorize the Chair to Execute the Agreement Amendment.
- 10. Discussion/Action Regarding GWMA's Updated On-Call Consulting Services List (Enclosures)**
 - a. Approve GWMA's Updated On-Call Consulting Services List as presented.
- 11. Legislative Oral Report (Enclosures)**
 - a. AB377 Water quality: impaired waters. (Rivas/Hertzberg)
 1. Discussion/Action Regarding Consideration of a GWMA Position on AB377
 2. Discussion/Action Regarding Consideration to Authorize GWMA Chair to Submit Comment Letters, as necessary.
 - b. AB1195 Creating the Southern Los Angeles County Regional Water Agency. (Garcia)
- 12. Safe Clean Water Program - Oral Reports**
 - a. Lower Los Angeles River WASC – Gina Nila
 - b. Lower San Gabriel River WASC – Lisa Rapp

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13. 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

14. Executive Officer's Oral Report

15. Directors' Oral Comments/Reports

16. Adjournment to Regular Board Meeting on April 8, 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 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, FEBRUARY 11, 2021**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, February 11, 2021 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:08 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Chau Vu	Bell Gardens
Len Gorecki	Bellflower
Martha Camacho-Rodriguez (alternate)	Central Basin Municipal Water District
Mike O'Grady	Cerritos
Gina Nila	Commerce
Tana McCoy	Compton
Cesar Roldan	Huntington Park
Lisa Rapp	Lakewood
Melissa You	Long Beach
Jillian Croci	Long Beach Water
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
James Vernon	Port of Long Beach
Jesse Sira (alternate)	Santa Fe Springs
Kelli Tunncliff	Signal Hill
Esther Rojas	Water Replenishment District
Vicki Smith	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Kekoa Anderson	Funding/Grants Program
Whitford Marin (alternate)	City of Huntington Park
Leticia Vasquez-Wilson	Central Basin Municipal Water District
Nina Turner	Port of Long Beach
Maria Rosales-Ramirez	LA County Sanitation
Aric Torreyson	Tetra Tech
John Hunter	John L. Hunter & Associates
Leanne Mason	CWE
Maria Alvarez	Atkins
Nate Schreiner	Tetra Tech

STAFF AND GUESTS ON SIGN-IN SHEET (continued):

Nate Galang	Craftwater
Scott Struck	Geosyntec
Shahnawaz Ahmad	SA Associates
Shem Hawes	Civiltec Engineering
Tom West	Harris & Associates

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

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

AYES: Vu, Gorecki, Camacho-Rodriguez, McCoy, Roldan, Rapp, You, Croci, Figueroa, Guerrero, Sira, Tunnichliff, Rojas, Smith.

NOES: None.

ABSTAIN: O'Grady, Nila, Vernon. (Minutes only.)

ITEM 6 – PRESENTATION – VIRTUAL TOUR OF FOOD WASTE RECYCLING PROGRAM

Ms. Maria Rosales-Ramirez from Los Angeles County Sanitation District provided a presentation regarding the Sanitation District's food waste recycling program. Each year, approximately 21 million tons of waste is generated in LA County, with 9 million tons per year being buried in landfills. Approximately 1/3 of landfilled waste is organic, with half of it being food waste. The State requires local jurisdictions to divert organics from landfills. The District's food waste program helps the County's member cities meet this state requirement. The recycling program has several steps in which ultimately after processing, the byproducts are used to generate electricity, heat/steam, vehicle fuel, and renewable natural gas.

ITEM 7 – DISCUSSION/ACTION REGARDING MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF LOS ANGELES FOR THE LOS CERRITOS CHANNEL

The original MOU expired in September 2020 between GWMA and Los Angeles County to contribute on an on-going basis to the Coordinated Integrated Monitoring Program on behalf of the 100-acre County unincorporated island that is tributary to the Los Cerritos Channel (LCC). Los Angeles County contacted GWMA requesting to re-enter into a new MOU. The MOU was developed by the County of LA, approved by the LCC Watershed Group, and reviewed by GWMA's legal counsel.

Director Rojas motioned to 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. The motion was seconded by Director Nila and approved by the following voice vote:

AYES: Vu, Gorecki, Camacho-Rodriguez, O’Grady, Nila, McCoy, Roldan, Rapp, You, Croci, Figueroa, Guerrero, Vernon, Sira, Tunnichliff, Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 8 - DISCUSSION/ACTION REGARDING MOU WITH THE CITY OF COMPTON FOR LOWER LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PLAN COST SHARING

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 at monitoring locations for individual permit compliance. The LLAR Watershed Group requested that GWMA 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.

Director Figueroa motioned to approve the MOU with the City of Compton for the Administration and Cost Sharing of the CIMP and authorize the Chair to execute the MOU. The motion was seconded by Director Vu and approved by the following voice vote:

AYES: Vu, Gorecki, Camacho-Rodriguez, O’Grady, Nila, McCoy, Roldan, Rapp, You, Croci, Figueroa, Guerrero, Vernon, Sira, Tunnichliff, Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 9 – DISCUSSION/ACTION REGARDING GWMA’S UPDATED ON-CALL CONSULTING SERVICES LIST

Executive Officer, Grace Kast, stated that 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. An ad-hoc Committee ranked the SOQs and agreed that the consultants with the top six highest scores be selected for GWMA’s updated list of pre-qualified on-call consultants.

Director Figueroa motioned to approve GWMA’s Updated On-Call Consulting Services List as presented, and authorize the Chair to execute On-Call PSAs with the newly accepted on-call

consultants, contingent upon legal counsels' review of any requested non-material changes on PSAs. The motion was seconded by Director Nila and approved by the following voice vote:

AYES: Vu, Gorecki, Camacho-Rodriguez, O'Grady, Nila, McCoy, Roldan, Rapp, You, Croci, Figueroa, Guerrero, Vernon, Sira, Tunnickliff, Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 10 – ORAL REPORT – AB377 (RIVAS/HERTZBERG) BY GENERAL COUNSEL NICHOLAS GHIRELLI

GWMA's Legal Counsel, Nicholas Ghirelli of Richards Watson Gershon (RWG) reported on information shared by California Stormwater Quality Association (CASQA) regarding a bill that was introduced into the State Assembly last week. AB377 was authored by Coastkeeper. The bill, if passed, would take away a lot of the discretion that the Regional Board currently has to modify implementation schedules for TMDLs and craft permits with alternative compliance approaches that involve implementing structural BMPs over a period of time as a means of achieving compliance with TMDLs. The bill seems to be targeted at the Los Angeles MS4 Permit and seeks to prohibit the Regional Board from issuing NPDES and waste discharge permit requirements that causes or contributes to exceedance of water quality standards by prohibiting any type of alternative compliance determination. RWG will continue to monitor the bill.

ITEM 11 – SAFE CLEAN WATER PROGRAM ORAL REPORT

Director Nila is the chair for the LLAR WASC. She reported that the Watershed Area Steering Committee (WASC) met on Jan 14th. The primary objective of the meeting was to select a Watershed Coordinator (WC), which was Stephen Groner & Associates. The LLAR WASC is waiting to hear back from the County regarding the execution of the agreement with the selected WC. Director Nila also reported each member of the LLAR Upper Reach 2 have submitted their annual expenditure plans. Responses from the County is pending.

Director Rapp is the chair for LSGR WASC. She reported that the WASC met on February 9th. At the January meeting, the LSGR WASC had voted to select their WC, OhanaVets. The County is coordinating with OhanaVets regarding the execution of the contract. The LSGR WASC also received presentations for three infrastructure projects. At the next meeting, there will be a few more infrastructure projects presentations and also presentations for scientific study proposals.

ITEM 12 - GATEWAY REGIONAL WATERSHED MANAGEMENT GROUPS ORAL REPORT

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

Director Nila reported that the John Anson Ford Park Project continues to progress. Bell Gardens has executed the change order to expand the project to include construction for Phase 2 with Measure W funds.

Lower Los Angeles River (LLAR) Watershed Group

None.

Lower San Gabriel River (LSGR) Watershed Group

Director O’Grady reported the watershed group is continuing to have discussions regarding ranking projects to invest funds into feasibility studies so that they can seek outside funding.

Los Cerritos Channel (LCC) Watershed Group

None.

ITEM 13 – EXECUTIVE OFFICER’S ORAL REPORT

Executive Officer Grace Kast informed Board Members that they are required to submit annual Form 700s. Emails from the Los Angeles County Board of Supervisors will be sent out to each Board Member and Alternates shortly. The deadline to file is April 1st.

Executive Officer Kast also noted that she had sent out an email to the board members and alternates regarding an upcoming free Webinar hosted by the Southern California Water Coalition called "Understanding and Addressing PFAS In Our Water" that is scheduled for Friday, February 19th.

The Executive Officer presented an updated report from LA County staff showing estimates for Safe Clean Water Program 2020-2021 Local Property Tax Returns. A few of GWMA cities reported receiving their municipal funds which were close to the estimates shown in the report. In December of 2021, a report of how the municipal funds were expended will need to be submitted to LA County. However, the format for the report has not been released yet. New expenditure plans for the next fiscal year are due April 1st.

ITEM 14 – DIRECTORS’ ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 1:24 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, March 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 72 hours in advance of the meeting.

Lisa Rapp, Chair

Date



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

March 11, 2021

AGENDA ITEM 5b – Approve the Warrant Register for March 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 March 2021 in the amount of \$284,716.74 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Register total \$284,716.74. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Approve the Warrant Register for March 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
March 2021

Invoice Date	Vendor	Invoice Number	Description	Amount	
3/1/2021	City of Paramount	4520	Office Lease (Mar 2021)	\$ 360.32	✓
2/16/2021	Civiltec Engineering	43828	Adv Water Meter Replacement (through Jan 31, 2021)	\$ 3,690.00	✓
2/28/2021	Clifton Larson Allen	2764014	Accounting Support (Feb 2021)	\$ 1,500.00	✓
2/12/2021	CWE	21453	LAR UR2 CIMP (Dec 16, 2020-Jan 31, 2021)	\$ 67,419.10	✓
2/25/2021	CWE	21481	John Anson Ford Park Project (Dec 2020-Jan 2021)	\$ 7,308.27	✓
2/26/2021	Gateway Cities Council of Governments	02-26-21	Office Supplies (Feb 2021)	\$ 100.00	✓
2/26/2021	John L Hunter and Associates, Inc.	BG1FPP12101	John Anson Ford Park Project (Jan 2021)	\$ 55,145.00	✓
3/1/2021	Koa Consulting, Inc.	K114-01-38	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Feb 2021)	\$ 33,908.00	✓
3/1/2021	Koa Consulting, Inc.	K114-01-39	Hostgator - GWMA Website reimbursement	\$ 107.40	✓
2/10/2021	Richards Watson Gershon	230489	Legal Services (through Jan 31, 2021)	\$ 1,597.50	✓
2/16/2021	Richard Watson & Associates	21-192-003-002	LCC WMP CIMP (Jan 2021)	\$ 113,581.15	✓
Total				\$ 284,716.74	

Reviewed and Approved by:


Kelli Tunnicliff, GWMA Secretary and Treasurer



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

March 11, 2021

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>\$ 7,089.53</u>	Expenditures for Legal Counsel services through January 31, 2021
\$ 22,910.47	Remaining budget amount available through June 30, 2021

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2020-2021 through January 31, 2021 total \$7,089.53. 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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*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

March 11, 2021

AGENDA ITEM 6 – GWMA Audit for Fiscal Year 2019-2020

SUMMARY:

The responsibility of an auditing firm is solely to express an opinion as to whether GWMA's financial statements are fairly represented in all material respects and in conformity with generally accepted auditing standards (GAAP) and Government Auditing Standards and OMB Circular A-133 (if applicable).

The opinion expressed by the auditors for Fiscal Year 2019-2020 was that the financial statements were presented fairly, in all material respects, as of June 30, 2020. The respective statement of activities for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

The auditor noted no deficiencies in internal controls that could cause the financial statements to be materially misstated. In addition, the auditor's tests did not disclose any instances of non-compliance or other matters that were required to be reported under *Government Auditing Standards*.

The auditors issued their required communication to the Board based on their professional standards. The purpose of this communication is to communicate significant and relevant audit matters to those charged with governance in overseeing the financial reporting process. The communication letter addresses both qualitative and quantitative information regarding the audit process. The auditor encountered no significant difficulties or disagreements in dealing with management in performing and completing these audits.

Based upon the auditor's recommendations, one non-material GWMA-prepared adjusting entry was made as described in the Management Report attached herein.

RECOMMENDATION:

- a. Receive and file the Annual Audited Financial Statement for Fiscal Year 2019-2020, as presented.

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

Management Report

June 30, 2020

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

Management Report

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Board of Directors
Los Angeles Gateway Region Integrated Regional
Water Management Joint Powers Authority
Paramount, California

Dear Members of the Board:

In planning and performing our audit of the financial statements of Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) as of and for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited period described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weakness. Given these limitations during our audit we did not identify any deficiencies in internal control to be material weaknesses. However, material weaknesses may exist that have not been identified.

Summary of Current Year Comments and Recommendations

Our comments, all of which have been discussed with the appropriate members of management, are summarized as follows:

Disclosure of Audit Adjustments and Reclassifications

As your external auditor, we assume that the books and records of the Authority are properly adjusted before the audit begins. In many cases, however, audit adjustments and reclassifications are made in the normal course of the audit process to present the Authority's financial statements in conformity with accounting principles generally accepted in the United States of America or for comparison purposes with the prior year. For the Board of Directors to gain a full and complete understanding and appreciation of the scope and extent of the audit process we have presented these audit adjustments and reclassifications as an attachment to this letter. There can be very reasonable explanations for situations of having numerous adjustments as well as having no adjustments at all. However, the issue is simply disclosure of the adjustments and reclassifications that were made and to provide the Board of Directors with a better understanding of the scope of the audit.

Management's Response

The Authority has reviewed and approved all of the audit adjustment and reclassification entries provided by the auditor and have entered those entries into the Authority's accounting system.

Summary of Prior Year Comments and Recommendations

Disclosure of Audit Adjustments and Reclassifications

As your external auditor, we assume that the books and records of the Authority are properly adjusted before the audit begins. In many cases, however, audit adjustments and reclassifications are made in the normal course of the audit process to present the Authority's financial statements in conformity with accounting principles generally accepted in the United States of America or for comparison purposes with the prior year. For the Board of Directors to gain a full and complete understanding and appreciation of the scope and extent of the audit process we have presented these audit adjustments and reclassifications as an attachment to this letter. There can be very reasonable explanations for situations of having numerous adjustments as well as having no adjustments at all. However, the issue is simply disclosure of the adjustments and reclassifications that were made and to provide the Board of Directors with a better understanding of the scope of the audit.

Management's Response

The Authority has reviewed and approved all of the audit adjustment and reclassification entries provided by the auditor and have entered those entries into the Authority's accounting system.

* * * * *

This communication is intended solely for the information and use of management and the Board of Directors of the Authority. This restriction is not intended to be, and should not be, used by anyone other than these specified parties.

We appreciate the courtesy and cooperation extended to us during our examination. We would be pleased to discuss the contents of this letter with you at your convenience. Please do not hesitate to contact us.

Fedak & Brown LLP
Cypress, California
March 11, 2021

APPENDIX

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

Audit/Finance Committee Letter

June 30, 2020

Board of Directors
Los Angeles Gateway Region Integrated Regional
Water Management Joint Powers Authority
Paramount, California

We have audited the financial statements of the business-type activities of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2020.

We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Management's Judgments, Accounting Estimates and Financial Disclosures

Accounting estimates are an integral part of the basic financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the position in the basic financial statements was:

Management's estimate of the fair value of cash and cash equivalents is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of cash and investments in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain basic financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the basic financial statements is:

The disclosure of fair value of cash and cash equivalents in Note 2 to the basic financial statements represents amounts susceptible to market fluctuations.

The disclosures in the basic financial statements are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Generally Accepted Auditing Standards require us to accumulate all known and likely misstatements identified during the audit, except those that are considered trivial, and communicate them to the appropriate level of management as follows:

There was one (1) audit adjustment and/or reclassification entry made to the original trial balance presented to us to begin our audit. This journal entry was prepared by the auditor (see a description of the entry attached on page 4).

Disagreements with Management

For the purpose of this letter, professional standards define a disagreement with management as a financial accounting, reporting or auditing matter, whether or not resolved to our satisfaction that could be significant to the basic financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit of the Authority.

Management Representations

We have requested certain representations from management that are included in the Management Representational Letter to the Auditor dated March 11, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves the application of an accounting principle to the Authority's basic financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restrictions on Use

This information is intended solely for the information and use of the Board of Directors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties. This restriction is not intended to limit the distribution of this letter, which is a matter of public record.

Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Page 3

Conclusion

We appreciate the cooperation extended us by Grace Kast, Executive Officer, and Traci Gleason, Program Manager, in the performance of our audit testwork.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Authority.

Fedak & Brown LLP

Cypress, California

March 11, 2021

**Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority
Schedule of Adjusting Journal Entries
June 30, 2020**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
CPE - To correct double-posting of an invoice to accounts payable from Central Basin Municipal Water District.			
20000	Accounts Payable	21,600.00	
20000	Accounts Payable	198.36	
20000	Accounts Payable	43.66	
40100	Grant Revenue		21,600.00
40100	Grant Revenue		198.36
40100	Grant Revenue		43.66
Total		21,842.02	21,842.02
Total Adjusting Journal Entries		21,842.02	21,842.02
Total All Journal Entries		21,842.02	21,842.02

Legend:

CPE	Client-Prepared Audit Adjusting Entry
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*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

March 11, 2021

AGENDA ITEM 7 – Discussion/Action Regarding Agreement with the City of Compton for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL

BACKGROUND:

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

The cities (and unincorporated areas of Los Angeles County) discharging into the Los Angeles River (above the estuary) and San Gabriel River have, at least initially, the least requirements of the three groups. While the other two groups have numeric discharge limits and targets, the Los Angeles and San Gabriel River entities have no such limits and are only being required to monitor for toxic pollutants. Upstream individual MS4 Permittees contacted GWMA to express interest in participating in a cost sharing for the installation of the monitoring stations and the costs of monitoring conducted at the monitoring stations, known herein as Harbor Toxic Upstream. To date, the City of Compton has not participated in this arrangement and has now requested participation.

DISCUSSION:

The initial Agreements between the GWMA and Harbor Toxic Upstream participants expired on June 30, 2018. A new Agreement template and cost allocations were approved in May of 2018 by the GWMA Board and the Chair was authorized to execute the agreements with all of the participants in the previous agreement.

Recently, the City of Compton requested participation for the remainder of the existing term through June 30, 2023. Because their financial obligations are a little different due to the timing, staff is requesting a separate approval and authorization for the agreement with the City of Compton for purposes of only cost sharing in the monitoring costs to offset program costs. The agreement was prepared by GWMA's legal counsel. As a GWMA

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Member, Compton will be invoiced for administrative fees on each payment to cover direct administrative costs. Members are not invoiced for indirect administrative costs as members already pay annual membership fee that pay for these costs.

FISCAL IMPACT:

GWMA's direct costs would be accounted for and paid from the GWMA Administrative Fee approved by the GWMA Board and collected annually.

RECOMMENDATION:

- a. Approve the Agreement with City of Compton to provide administrative and contractual services on behalf of the Harbor Toxics Upstream participants for the Harbor Toxic Pollutant TMDL Monitoring Program, as presented.
- b. Authorize the Chair to execute the Agreement with the City of Compton.

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

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

This Agreement is made and entered into as of March 15, 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, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

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

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

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

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into a portion of the Los Angeles River;

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

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

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

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

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

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

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

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

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each

participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

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

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

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

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

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

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

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

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

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

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

Section 6. Term. This Agreement shall commence on March 15, 2021 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

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

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA

to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders that are not MS4 Permittees for cost-sharing the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay Eight Hundred Fifty-Seven Dollars and Twenty-Five Cents (\$857.25) for the Permittee's initial cost share amount ("Initial Payment Amount"), for the 2020-2021 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2020-2021 fiscal year.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2021-2022 fiscal year, the Permittee shall pay Eight Hundred Fifty-Seven Dollars and Twenty-Five Cents (\$857.25) ("Annual Payment Amount") for the Permittee's cost share annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. .

(c) Administrative Costs. In addition to the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2020-2021 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect,

overhead costs of the GWMA's Administrative Costs. Beginning with the 2020-2021 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2020-2021 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2021. For each subsequent fiscal year, commencing with the 2021-2022 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) Adjustment of Cost Share Based on Number of Participants. The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") of this Agreement represent the estimated dollar amounts that the Permittee is required to submit to the GWMA, but may be adjusted based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs, the need for equipment replacement or changes in TMDL monitoring required by changes to the MS4 Permit. The maximum adjustment in cost for the Annual Payment Amount shall not exceed \$2,220.00.

(f) Reserve Credits. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed \$10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

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

(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee

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

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

Section 9. Independent Contractor.

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

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

Section 10. Indemnification and Insurance.

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

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

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2022, the Permittee is responsible for the Annual Payment Amounts for both FY 2021-2022 and FY 2022-2023. If the Permittee terminates on February 10, 2022, the Permittee is responsible for its Annual Payment Amount only for FY 2021-2022, not for FY 2022-2023). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

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

Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(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
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723
Phone: (626) 485-0338
Email: gracekast.gateway@gmail.com

To the Permittee:

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

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

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule 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 provision(s).

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

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

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

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

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Signature of GWMA Chair

Print Name

DATE: _____

PERMITTEE
CITY OF COMPTON

Signature

Print Name

Print Title

EXHIBIT "A"

COST SHARE MATRIX

Harbor Toxics TMDL Upstream Cost Allocation						
Agency	Acreage in Watershed	GWMA member	Annual cost*	GWMA Direct Admin Fee (3%)**	GWMA Indirect Admin Fee (non-Members Only)	Annual Balance Due***
City of Compton	6,514	yes	\$857.25	\$25.72	N/A	\$882.97

* The City of Compton's maximum annual cost is not to exceed \$2,220.00. The annual cost is based upon the estimated cost of performing the work and prorated among agencies participating in Harbor Toxics TMDL Monitoring Program.

** Direct Admin Fee is set at 3% for FY 2020-2021. Per Section 8.c.i of this Agreement, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement each fiscal year.

*** The annual balance due is based on the annual cost plus the GWMA administration fee.



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

March 11, 2021

AGENDA ITEM 8 – Discussion/Action Regarding City of Avalon’s Fiscal Year 2020-2021 Membership Dues with Intent to Withdraw Membership from Gateway Water Management Authority

SUMMARY:

The City of Avalon joined GWMA as a member in 2015 and has actively participated as a voting member since joining. Additionally, the City of Avalon has been an eligible candidate and applicant in Integrated Regional Water Management (IRWM) grant applications via its GWMA membership. With the city’s devastating reduction in tax revenues due to lack of tourism, their solvency at risk, recent staff resignations/reductions and other unprecedented changes due to the COVID-19 pandemic, the city is requesting a reduction in their Fiscal Year (FY) 2020-2021 GWMA Membership Dues. Their plan is to withdraw its membership from GWMA in March 2021 via Resolution of its Governing Board with the intent of re-joining sometime in the future.

BACKGROUND:

On July 21, 2020, the GWMA transmitted its annual membership dues invoice (FY 2020-2021) to the City of Avalon for \$15,000. In August 2020, the city representative contacted the Executive Officer requesting consideration of a full membership withdrawal for FY 2020-2021. The city representative described the devastating effect of COVID-19 on the island’s tourism and tax revenues. Over the course of the next several months, GWMA staff tried to find a resolution for the unique circumstances facing the City which included several conference calls, a review of requested financial records and other data. Since that initial call, staff was hopeful that the City and GWMA could find a way to resolve the City’s unique circumstance without losing their membership. But now that the city’s staffing and other resources have been devastatingly impacted along with the recent resignation of a key staff member that actively participated on the GWMA Board, the city has requested in writing, a pro-rated reduction in the amount due for the current FY 2020-2021 membership dues equal to one-half (\$7,500) with a plan to withdraw from GWMA this month. According to their letter (attached herein), the city’s intent is to hopefully rejoin GWMA in the future.

GWMA is governed by a JPA agreement in which each member is required to execute as a term of membership. In reference to member withdrawal and related financial obligations, the JPA addresses these issues in section 15, which states:

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

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“Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. ‘Outstanding contractual obligations’ includes the obligations for payments on contracts which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.”

Given the very unique and devastating circumstances of Catalina Island and the City of Avalon, staff is recommending that the pro-rated amount of \$7,500 to cover the first-half of FY 2020-2021 be accepted by the GWMA Board. In addition, the city’s membership would officially cease once a formal Resolution is received from the City later this month.

FISCAL IMPACT:

GWMA’s adopted operating budget includes revenue from membership dues including the City of Avalon’s \$15,000. Therefore, accepting a reduction of \$7,500 reduces GWMA’s revenue and operating budget by that amount. However, GWMA’s current budget has sufficient funds to cover the reduction.

RECOMMENDATION:

- a. Accept City of Avalon’s request to reduce its FY 2020-2021 membership dues assessment by one-half (\$7,500) and to accept its withdrawal (via Resolution) as a member in good-standing.

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With Technical Support From The Sanitation Districts Of Los Angeles County



City of Avalon

Santa Catalina Island, CA

March 2, 2021

Grace Kast
Executive Director
Los Angeles Gateway Region Integrated Regional Water Management Authority
11111 Brookshire Avenue
Downey, CA 90241

Dear Ms. Kast:

The City of Avalon, a member of the Los Angeles Gateway Region Integrated Regional Water Management Authority since October 2015, would like to respectfully request removal from your membership roster and consideration of partial forgiveness for our outstanding membership obligation.

Like many municipalities, the COVID-19 pandemic has been devastating to the City of Avalon's economy. With more than 80 percent of the City's general operating fund derived from visitor driven revenue, the stay at home orders were especially hard felt. Initial projections from mid-March 2020 anticipated the City reaching insolvency by June 2020. To prevent bankruptcy, the City reduced all general expenditures, administered layoffs, implemented furloughs for all City Staff, readjusted contracted rates for all professional service provided by outside contractors, and still has had to draw on nearly all of its reserves in order to remain solvent.

As a means of cost savings, the City's representative was directed to withdraw City membership from GWMA on August 1, 2020. We understand that GWMA was notified by phone and that GWMA staff was working with our City's representative trying to find a resolution for the City's financial obligation to GWMA for FY 2020/21. Unfortunately, the City's representative resigned as of January 6, 2021 and we are unable to continue membership at this time.

Today, all City Staff remain furloughed by at least 20%. Though Los Angeles County has begun reopening, our local economy has a very long road to recovery. Unfortunately, the City of Avalon simply does not have the funding or personnel resources to continue participating as a member of GWMA. We understand the nature of the JPA and our obligation; however, due to the extreme nature of our financial situation, I would like to kindly ask that you please consider our request.

Additionally, please consider this written notice that the City of Avalon will not continue its participation in the GWMA. A resolution is scheduled to go before our City Council on March 16, 2021 and will be provided to you as soon as it is attested.

Thank you for considering our request for forgiving a portion of our outstanding obligation. I know none of us have escaped this pandemic unscathed and I deeply appreciate your time with this matter. I very sincerely hope, after we are able to recover financially, that we will be able to again join the GWMA and continue to work beside you all.

Respectfully,

A handwritten signature in blue ink that reads "Denise A. Radde". The signature is fluid and cursive, with the first name "Denise" and last name "Radde" clearly legible.

Denise A. Radde
City Manager



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

March 11, 2021

AGENDA ITEM 9 – Discussion/Action Regarding First Amendment to the Agreement with California State Water Resources Control Board for the John Anson Ford Park Infiltration Cistern: Phase I Project

SUMMARY:

On behalf of the Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group, GWMA applied for a grant under Proposition 1 for the first phase of the John Anson Ford Park Infiltration Cistern Project. GWMA was awarded \$9,904,842 by the State Water Resources Control Board (SWRCB). In January 2018, the Board authorized the Chair to execute the agreement with the State Water Resources Control Board (SWRCB).

Per the agreement, the work completion date is March 31, 2021. However, a schedule amendment request was submitted to the State to accommodate construction delays due to weather and also to accommodate Phase II of construction that will be funded by Measure W.

BACKGROUND:

The Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group had requested that GWMA serve as the point of contact for the Grant and handle communications and document requests from the SWRCB. Since that time, GWMA staff and legal counsel have been working with all affected parties for compliance with the agreement, coordinating with the LAR UR2 Watershed Group, the City of Bell Gardens and SWRCB for submitting invoices and progress reports for reimbursement.

Since Fall of 2020, GWMA staff has been coordinating with the SWRCB regarding amending the existing contract for a schedule extension. The contractor's contract completion date was extended by 12 days to accommodate weather delays. Additionally, the Project was fortunate to receive additional local funding to increase the diversion capacity by 270%. Therefore, it is necessary to extend the project completion date by 131 working days to complete the added work and the restoration of existing facilities impacted by the construction of Phase I and Phase II. The revised construction completion date is expected to be November 23, 2021. Therefore, SWCRB has agreed to extend the contract Work Completion Date from March 31, 2021 to April 30, 2022. Legal Counsel has reviewed the amendment.

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FISCAL IMPACT:

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

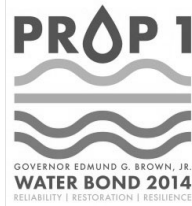
RECOMMENDATION:

- a. Approve the First Amendment to the Grant Agreement with the California State Water Resources Control Board for the John Anson Ford Park Infiltration Cistern: Phase I Project.
- b. Authorize the Chair to Execute the Agreement Amendment.

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PROPOSITION 1 STORM WATER

GATEWAY WATER MANAGEMENT AUTHORITY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER IMPLEMENTATION

JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE I

AGREEMENT NO. D1712668

AMENDMENT 1

GRANT FUNDS: \$9,904,842

ELIGIBLE START DATE: DECEMBER 1, 2017

WORK COMPLETION DATE: ~~MARCH 31, 2024~~ **APRIL 30, 2022**

FINAL DISBURSEMENT REQUEST DATE: ~~APRIL 30, 2024~~ **MAY 31, 2022**

RECORDS RETENTION TERM END DATE: ~~MARCH 31, 2057~~ **APRIL 30, 2058**

This Grant Agreement executed by the State Water Board on January 22, 2018, is hereby amended as of December 29, 2020, to revise the Work Completion Date, the Final Disbursement Request Date, the Records Retention Term End Date, the body of the agreement, and Exhibits A, B, and C (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same.

WHEREAS,

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

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

1. Definitions

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Recipient” means Gateway Water Management Authority.

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

“State” means State of California.

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

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

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

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

Direct inquiries to:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Blair McIntosh Melissa Miller , Program Analyst	Name:	Chau Vu, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA 90723
Phone:	(916) 322-1409 933-3872	Phone:	(562) 334-1790
Fax:	(916) 341-5296	Fax:	(562) 806-7789
Email:	Blair.McIntosh@waterboards.ca.gov Melissa.Miller@waterboards.ca.gov	Email:	cvu@bellgardens.org

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

3. Exhibits and Appendices Incorporated

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

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

4. Recipient Representations and Commitments

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

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

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

5. Project Completion

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

6. Notice

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

7. Project Access

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

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

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

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

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

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

GATEWAY WATER MANAGEMENT AUTHORITY:

By: _____

Name: Lisa Ann Rapp

Title: Chairperson

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as ~~MARCH 31, 2021~~ **APRIL 30, 2022**. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

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

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

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

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

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

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

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

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

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

3. Permitting and Environmental Compliance

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

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

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

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

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

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



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

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

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

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

A-5. Reporting

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

A-6. Submittal Schedule

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

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

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
4.4	Advertised Bid Documents and Bid Summary		December 2019 <u>Completed</u>
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	March 31, 2020 <u>Completed</u>	
5.3	Proposed Changes During Construction		As needed
5.4	As-built Drawings and Summary of Changes	November 30, 2020 <u>January 31, 2022</u>	
5.5	Operations and Maintenance Plan		December 2020 <u>January 2022</u>
6.	Education and Outreach		
6.1	List of Invitees, Meeting Materials, Sign-In Sheets, and Summary of Topics		June 2019 <u>Completed</u>
6.2	Photo Documentation of Signage		October 2020 <u>November 2021</u>
6.3	Web Link		December 2020 <u>Completed</u>
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	January 31, 2021 <u>February 28, 2022</u>	
(c)(2)	Final Project Report	February 28, 2021 <u>March 31, 2022</u>	
(c)(3)	Final Project Summary	February 28, 2021 <u>March 31, 2022</u>	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	April 30, 2021 <u>May 31, 2022</u>	
9 (b)(4)	Disbursement Requests	Quarterly	

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

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

B-2. Match Funds

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

B-3. Estimated Reasonable Total Project Cost

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

B-4. Funding Dates

- (a) The Eligible Start Date is DECEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is ~~APRIL 30, 2024~~ **MAY 31, 2022**. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

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

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

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

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration	\$ 272,700 \$742,410	\$ 30,300 \$84,490	\$ 303,000 \$824,900
Planning/Design/Engineering/ Environmental	\$ 1,631,430 \$893,668	\$ 181,270 \$99,297	\$ 1,812,700 \$992,965
Construction/Implementation	\$ 7,854,606 \$8,122,658	\$ 872,734 \$902,517	\$ 8,727,340 \$9,025,175
Monitoring/Performance	\$ 125,352	\$ 13,928	\$ 139,280
Education/Outreach	\$ 20,754	\$ 2,306	\$ 23,060
TOTAL	\$ 9,904,842	\$ 1,100,538	\$ 11,005,380

*Match reduced. Project benefits a DAC.

B-7. Budget Flexibility

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

B-8. Amounts Payable by the Recipient

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

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

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not

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

(b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:

- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form **and the Reimbursement Request form** provided by the Grant Manager.
- (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN ~~APRIL 30, 2021~~ **MAY 31, 2022**.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.

- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project

Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

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

B-12. Fraud and Misuse of Public Funds

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

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

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

C-2. Amendment

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

C-3. Assignability

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

C-4. Audit

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

C-5. Bonding

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

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

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

C-7. Claims

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

C-8. Competitive Bidding

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

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

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

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

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

C-10. Conflict of Interest

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

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

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

C-12. Disputes

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

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

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

C-13. Financial Management System and Standards

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

C-14. Governing Law

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

C-15. Income Restrictions

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

C-16. Indemnification and State Reviews

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

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

C-17. Independent Actor

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

C-18. Integration

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

C-19. Non-Discrimination Clause

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

C-20. No Third Party Rights

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

C-21. Operation and Maintenance; Insurance

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

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

segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

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

C-22. Other Assistance

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

C-23. Permits; Contracting; Disqualification

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

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

C-24. Public Records

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

C-25. Prevailing Wages

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

C-26. Professionals

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

the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

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

C-28. Recipient's Responsibility for Work

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

C-29. Records

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

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

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

C-30. Related Litigation

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

C-31. Rights in Data

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

C-32. State Cross-Cutter Compliance

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

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.
- (c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)
 - (1) Prevailing Wage

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

(2) Labor Agreements

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

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has

submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.

- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

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

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

C-34. Termination; Immediate Repayment; Interest

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

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

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

C-37. Useful Life of Project

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

C-38. Venue

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

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

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

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

C-40. Drug-Free Workplace

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gove. Code §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.



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

March 11, 2021

AGENDA ITEM 10 – Discussion/Action Regarding GWMA’s Updated On-Call Consulting Services List

SUMMARY AND BACKGROUND:

At the February GWMA Board Meeting, the Board approved a revised On-Call Consulting List based on the results of an RFQ process that began on September 30, 2020. This was due to the expiration of Professional Service Agreement (PSA)s for most of the consultants (5-year terms). However, two consultants with non-expired PSAs on the GWMA 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.

Geosyntec Consultants has since requested that the existing PSA and all of its terms (which expires on November 9, 2022) be kept valid in lieu of entering into a new 5-year PSA ending in 2026. Under the existing agreement, Geosyntec would continue to be on the On-Call Consulting List under the following categories:

- Feasibility Study and Project and/or Program Report Writing
- Project Management
- Coordinate and Manage Watershed Projects
- Prepare and/or Manage Preparation of Bid Documents (Plans, Specifications and Estimates)
- Regional Planning Grant and/or Other Opportunities Including Development of Associated Documents
- Grant Writing and/or Grant Implementation Management
- Strategic Local and/or Regional Planning Efforts, Including Development of Associated Documents
- GIS Mapping/Management
- CEQA/NEPA Environmental Proceedings
- IRWM Related Programs and Activities

Geosyntec Consultants is making this request because their existing PSA for On-Call Consulting services allows them to propose on ten (10) service categories versus the three (3) service categories they were shortlisted for recently. Based on the sheer number of Statement of Qualifications (SOQs) received during this latest round, the Ad Hoc

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Committee (and the Board) agreed that only consultants with the top six highest scores be selected under each category. This resulted in Geosyntec being selected for fewer categories than in the previous round. Legal Counsel is in agreement with this approach. The recommended updated list is attached hereto.

There is no commitment by GWMA or Geosyntec Consultants beyond the date of the existing PSA. According to GWMA's On-Call Consulting Policy, the list may be revised and approved by the Board at any time. Therefore, it is expected that GWMA can and will invite consultants to submit an SOQ in the future if and when the list needs to be revised.

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.

RECOMMENDATION:

- a. Approve GWMA's Updated On-Call Consulting Services List as presented.

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Proposed List – March 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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.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

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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
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
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
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Scope of Work Category: IRWM Related Programs and Activities (including but not limited to, Plan Updates and Project List Updates).

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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

For the latest COVID-19 updates, please see our dedicated page (<https://a30.asmdc.org/what-you-need-know-lo-que-necesitas-saber>).

Please contact my office at 831-759-8676 if you have any questions about these resources.

Asm. Rivas, Sen. Hertzberg Introduce CA Clean Water Act to Clean Up All Waterways by 2050

Tuesday, February 2, 2021

Approaching the 50th Anniversary of the Clean Water Act, roughly 95% of all California waterways remain impaired

SACRAMENTO – On Tuesday, Assemblymember Robert Rivas (D-Hollister), Senate Majority Leader Bob Hertzberg (D-Van Nuys) and California Coastkeeper Alliance introduced the California Clean Water Act, Assembly Bill 377, legislation that will put California back on track to eliminate impaired waterways and make all waters statewide suitable for conversion to drinking water, swimming, and fishing by 2050.

“Roughly 19 out of 20 waterways in California are polluted or ‘impaired,’” Asm. Rivas said. “Clearly, we need to do more to protect the health of Californians, communities and the environment. And, as with so many of our other environmental challenges, it’s our low-income communities and our communities of color who are hit the hardest by this issue. Access to clean water is a basic human right, and I am proud to introduce legislation that will give teeth to the original Clean Water Act and create a healthier environment for the entire State.”

Specifically, the California Clean Water Act will require the State and Regional Water Boards to close permit loopholes, ensure that all dischargers are in compliance with water quality standards, and direct a larger proportion of existing funding toward cleaning up impaired waterways. The effects of this bill will be especially significant in disadvantaged communities, where water is disproportionately likely to be polluted or even toxic.

“California made history in 2012 when it became the first U.S. state to declare that clean drinking water is a human right. Yet, nearly a decade later, some communities still struggle for access to clean water – this is unacceptable,” said Senator Hertzberg. “I have worked for decades to end the state’s drinking water crisis, and I am proud to continue that effort with Assemblymember Rivas on AB 377.”

In 1972, Congress passed the Clean Water Act, which set a goal of restoring and maintaining clean water in all of the nation’s rivers, lakes, wetlands, and other waterways by 1985. Five decades later, the vast majority of waterways in California and across the nation are still polluted or “impaired” by discharges of chemicals, sediment, or other materials into those waterways. These discharges can range from a chemical company pouring waste into a nearby swimming hole, to a logging project clogging up a stream with sediment runoff, to untreated urban storm water carrying bacteria, toxic metals, and trash onto the beach.

“California is 36 years past its Clean Water Act deadline to provide swimmable, fishable and drinkable waters for all Californians,” said Sean Bothwell, Executive Director for California Coastkeeper Alliance. “It’s time for California to once again lead the nation on this critical issue, so that every kid can swim safely in their favorite swimming hole, every tribe can continue their cultural fishing practices, and every farming community has access to drinkable water.”

Fifty years after Congress passed the Clean Water Act, roughly 95% of all waterways in California remain impaired, including 82% of rivers and streams, 93% of lakes and ponds, 99% of wetlands, and 99% of bays and estuaries.

Technical Aspects

AB 377, the California Clean Water Act, will change the way the State and Regional Water Boards enforce compliance with water quality standards and ensure that waterways are taken off the impaired list over time by:

- **Eliminating loopholes.** Currently, many discharge permits direct the permittee to comply with water quality standards but allow for exploitation of a number of loopholes. (A permit holder may never have to provide any evidence that they’re actually complying with water quality standards, for example.) AB 377 will not change the terms of existing permits, but will ensure that as new or renewed permits are issued, loopholes are eliminated and permittees are brought into compliance with water quality standards.

- **Changing Water Board enforcement procedures**, requiring them to spend more time and effort enforcing against the worst polluters instead of ignoring violations.
- **Directing a larger portion of existing Water Board financial resources toward cleaning up impaired waterways**, without imposing any new fees or costs.

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Assemblymember Robert Rivas, 30th Assembly District

AB 377 – The California Clean Water Act

SUMMARY

In 1972, Congress passed the Clean Water Act, which set a goal of restoring and maintaining clean water in all of the nation's rivers, lakes, wetlands, and other waterways by 1985. Unfortunately, five decades later, the vast majority of waterways in California and across the nation are still polluted, or "impaired," by discharges of chemicals, sediment, or other materials into those waterways. These discharges can range from a chemical company pouring waste into a nearby swimming hole, to a logging project clogging up a stream with sediment runoff, to untreated urban storm water carrying bacteria, toxic metals, and trash onto the beach.

Assembly Bill 377 will put California back on track to eliminate impaired waterways and make all waters statewide suitable for conversion to drinking water, swimmable, and fishable by 2050. Specifically, the California Clean Water Act will require the State and Regional Water Boards to close permit loopholes, ensure that all dischargers are in compliance with water quality standards, and direct a larger proportion of existing funding toward cleaning up impaired waterways. The effects of this bill will be especially significant in disadvantaged communities, where water is disproportionately likely to be polluted or even undrinkable.

BACKGROUND/PROBLEM

Fifty years after the passage of the Clean Water Act, roughly 95% of all waterways in California remain impaired, including 82% of rivers and streams, 93% of lakes and ponds, 99% of wetlands, and 99% of bays and estuaries. As noted, the causes of impairment can vary greatly. A stream in the Sierra Nevada, for example, might be impaired by arsenic pollution from an abandoned mine upstream. Disadvantaged communities in the Fresno area, meanwhile, are forced to get a significant portion of their drinking water from a reservoir contaminated with mercury because the nearby San Joaquin River – which many residents rely on for subsistence fishing – is even more polluted with mercury, pesticides, and hazardous levels of nutrients.

Impaired waterways that could otherwise provide drinking water or recreation opportunities (such as fishing, swimming, or boating) are effectively inaccessible to

nearby communities. Poor water quality also has severe impacts on the biodiversity and climate resiliency of aquatic habitats, driving degradation and extinction even as the state sets ambitious "30 x 30" goals. The economic impacts of water quality impairments, such as closed beaches and tainted seafood, can devastate entire communities in some cases.

Although the State Water Board tracks which waterways are impaired via the "303(d) List" (most recently updated in 2018), its efforts to actually ensure compliance with water quality standards have been inadequate. Permits issued by the water boards, while nominally requiring compliance with relevant standards, also contain loopholes that allow discharge into waterways above and beyond what the standards would allow. The water boards also frequently fail to enforce violations of the terms of discharge permits or go after illegal discharges, choosing instead to focus on "paper violations," such as late submittal of forms.

SOLUTION

AB 377, the California Clean Water Act, will change the way the State and Regional Water Boards enforce compliance with water quality standards and ensure that waterways are taken off the impaired list over time by:

- Eliminating loopholes. Currently, many discharge permits direct the permittee to comply with water quality standards but allow for exploitation of a number of loopholes. (A permit holder may never have to provide any evidence that they're actually complying with water quality standards, for example.) AB 377 will not change the terms of existing permits, but will ensure that as new or renewed permits are issued, loopholes are eliminated and permittees are brought into compliance with water quality standards.
- Changing Water Board enforcement procedures, requiring them to spend more time and effort enforcing against the worst polluters instead of ignoring violations.
- Directing a larger portion of existing Water Board financial resources toward cleaning up impaired waterways, without imposing any new fees or costs.



Assemblymember Robert Rivas, 30th Assembly District

AB 377 – The California Clean Water Act

Together, these important measures will ensure that impaired waterways are steadily removed from the 303(d) list between now and 2050. The effects will be most significant in the disadvantaged communities, where residents are disproportionately more likely to struggle with issues of poor water quality or even lack of access to clean drinking water under the current, flawed system.

AB 377, while significant, will not create new water quality standards, nor will it affect water rights, voluntary settlement agreements, or any other water supply issues. This legislation will only affect compliance with existing water quality standards for surface waters; groundwater policy will not be affected by this legislation, either.

SUPPORT

- California Coastkeeper Alliance (sponsor)

FOR MORE INFORMATION

Miles Horton, *Legislative Director*

Email: miles.horton@asm.ca.gov

Cell: 415 269-4720



March 2, 2021

The Honorable Bill Quirk, Chair
 Assembly Environmental Safety and Toxic Materials Committee
 Legislative Office Building, Room 171
 Sacramento, CA 95814

RE: AB 377 (Rivas): Oppose

Dear Assembly Member Quirk:

The undersigned coalition of associations is writing to respectfully oppose AB 377 (Rivas), which would fundamentally detrimentally alter the State of California's existing water quality programs without providing any solutions that will result in the attainment of water quality objectives. Our respective memberships represent the vast majority of water, wastewater, and municipal stormwater permittees subject to the National Pollutant Discharge Elimination System (NPDES), Waste Discharge Requirements (WDR) and Municipal Separate Storm Sewer System (MS4) permitting programs administered by the California State Water Resources Control Board in compliance with the Federal Clean Water Act of 1972 and Porter Cologne Water Quality Control Act. This bill would circumvent the local regulatory authority of the Regional Water Boards and instead legislate the rewriting of existing permitting policies, without regard to local conditions, existing agreements, or other priorities of the state.

The approach outlined in AB 377 is foundationally flawed in that it is based on the notion that existing state and regional NPDES, WDR and MS4 programs are so problematic and ineffective that they need to be completely overhauled and replaced. The bill proposes a new prescriptive enforcement program with statutorily defined time limits that eliminate State and Regional Water Board discretionary authority for permitting and enforcement of water quality objectives. Under the hallmark Porter-Cologne Act which predates the federal Clean Water Act, local discretionary authority for permitting is tantamount to the design and structure of state and regional board oversight and regulation of water quality in the State of California. To instead have the Legislature set prescriptive permitting terms and compliance requirements for every single discharge permit throughout the State, as this bill does, would be a significant policy departure with severe adverse consequences and contrary to the goals of the State and these programs.

AB 377 seemingly presumes the reason that water quality standards are not met in some instances, and various total maximum daily loads (TMDLs) have not been developed and implemented, is because there are no hard statutory deadlines in place. This presumption is false. There are many reasons for prolonged timeframes for remediating impaired bodies of water. The regional boards, in cooperation with permitted entities, consider a multitude of dynamic local factors for meeting water quality objectives through very

detailed and rigorous processes. Given the complexities involved with multiple point source and non-point source inputs that must be considered, coupled with constantly evolving limits for new and emerging constituents of concern, long-term management and compliance periods are appropriate in many cases. As our members are public agencies and stewards of the public trust, we must ensure that infrastructure and other programmatic investments are fiscally responsible and scientifically sound. Not only do extended water quality compliance schedules provide for scientific certainty and oversight – a hallmark of science-based policy – they also ensure that public funds are being expended for proven treatment and control projects that will meet compliance objectives as they are intended.

Additionally, AB 377 does not recognize that municipal storm water efforts are one of the most under-resourced public utilities in California due to court decisions requiring balloting process for approval of storm water fees. Legislatively mandating municipalities to fix all urban runoff pollution issues, including legacy and ongoing aerial deposition pollutant issues by 2050, and when voter approval of the massive resources is necessary to solve the problem, is extremely troubling.

Furthermore, AB 377 proposes goals that run contrary to other public health and environmental objectives for beneficial reuse of water resources. For example, the bill requires that “All California surface waters shall be fishable, swimmable, and drinkable by January 1, 2050.” While we understand and agree with the intent of this requirement, the practical implications for the beneficial use of water in California is unrealistic and problematic. The broad applicability of this provision would require ocean, bay and estuarine and brackish surface waters to be “drinkable.” It would require non-recreation drinking water reservoirs and environmentally sensitive habitats to be “fishable and swimmable.” Implementing this provision would be infeasible and run contrary to longstanding beneficial use policies and regional water planning efforts throughout the State.

The proposed requirements also would dictate how the regional water quality control boards can issue permits, which tools and considerations are relevant in those decisions and also how the permit limits must be enforced. Under current practice, these decisions are made at the local level because the local conditions, challenges, and needs vary drastically across the state. If enacted, these new requirements will significantly interfere with existing regional board program schedules for MS4, NPDES and WDR permits and could invalidate existing programs and consensus approaches that were negotiated with broad and diverse groups of stakeholders over many years, such as CV-SALTS and regional MS4 permits. Additionally, the proposed new permitting approach would limit the regional water boards to only providing for extended compliance schedules for physical construction. This is inappropriate and does not allow for necessary scientific review and evaluation as a factor for extended compliance. This would prohibit a permit compliance schedule for other relevant, and perhaps more effective, control factors like source control programs, new industrial permits or enforcement of industrial limits. The proposed approach would also reverse existing anti-backsliding provisions necessary for dynamic and discretionary local permitting decisions.

Finally, the bill requires rigid enforcement of permit violations with little to no discretion or flexibility granted to enforcement staff. The Water Boards already have broad and discretionary authority to enforce water quality requirements. This could be interpreted to mean that the Board must enforce all violations, even in cases where they may otherwise choose alternative approaches. In many cases, it is preferable to work toward a solution with the permit holder to remediate the issue, rather than exacting exorbitant penalties.

Overall, our coalition believes that AB 377 is unworkable and should not move forward. Realistically, to make additional progress toward the end goal of this bill we need more tools, flexibility, and creativity to solve real problems.

Thank you for your consideration of our concerns. We respectfully request that AB 377 not move forward when it is heard in the Environmental Safety and Toxic Materials Committee.

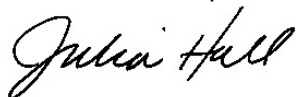
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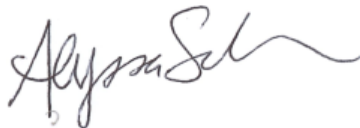
Jessica Gauger
Director of Legislative Advocacy & Public Affairs
California Association of Sanitation Agencies



Danielle Blacet-Hyden
Deputy Executive Director
California Municipal Utilities Association



Julia Bishop Hall
Senior Legislative Advocate
Association of California Water Agencies



Alyssa Silhi
Legislative Representative
California Special Districts Association



Derek Dolfie
Legislative Representative
League of California Cities



Karen Cowan
Executive Director
California Stormwater Quality Association

CC: Josh Tooker, Chief Consultant, Assembly Environmental Safety and Toxic Materials Committee
Members, Assembly Environmental Safety and Toxic Materials Committee
Assembly Member Robert Rivas

ASSEMBLY BILL**No. 1195****Introduced by Assembly Member Cristina Garcia**

February 18, 2021

An act to add Division 9 (commencing with Section 20000) to the Water Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

AB 1195, as introduced, Cristina Garcia. Southern Los Angeles County Regional Water Agency.

Existing law, the County Water District Law, authorizes the formation of county water districts and authorizes those districts to appropriate, acquire, and conserve water and water rights for any useful purpose and to operate water rights, works, properties, rights, and privileges useful or necessary to convey, supply, store, or make use of water for any purpose authorized by that law.

This bill would create the Southern Los Angeles County Regional Water Agency as a regional water agency serving the drinking water needs of the cities, unincorporated areas, and residents in the communities overlying the Central Basin and West Coast Basin aquifers in southern Los Angeles County. The bill would require the agency to serve the region as the leader in interagency collaboration on water resource issues and to be governed by a 5-member board of locally elected officials in the agency's jurisdiction, each appointed by a specified state or local entity. The bill would authorize the agency to serve the water needs of its region through specified activities, including, among others, operating public water systems or other water infrastructure and integrating other water systems in the region into its operations, as prescribed. The bill would authorize the agency to finance

AB 1195

— 2 —

its operations through specified means, including, among others, collecting water rates, charges, fees, or established parcel charges previously charged by a water system for which the agency has assumed control.

By imposing requirements on the Southern Los Angeles County Regional Water Agency, the Los Angeles County Local Agency Formation Commission, and other local agencies, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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

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

1 SECTION 1. Division 9 (commencing with Section 20000) is
2 added to the Water Code, to read:

3

4 DIVISION 9. SOUTHERN LOS ANGELES COUNTY
5 REGIONAL WATER AGENCY ACT

6

7 20000. This division shall be known, and may be cited, as the
8 Southern Los Angeles County Regional Water Agency Act.

9 20005. (a) The Southern Los Angeles County Regional Water
10 Agency is hereby created as a regional water agency serving the
11 drinking water needs of the cities, unincorporated areas, and
12 residents in southern Los Angeles County.

13 (b) The agency's jurisdiction shall encompass all communities
14 overlying the Central Basin and West Coast Basin aquifers, with
15 a jurisdictional territory coextensive to the jurisdictional territory
16 of the Water Replenishment District of Southern California. The
17 agency shall serve the region as the leader in interagency
18 collaboration on water resource issues.

1 (c) (1) The agency shall be governed by a five-member board
2 of locally elected officials in the agency's jurisdiction. Each of the
3 following shall appoint one member to the board:

4 (A) The Governor.

5 (B) The Los Angeles County Board of Supervisors.

6 (C) The Gateway Cities Council of Governments.

7 (D) The South Bay Cities Council of Governments.

8 (E) The San Gabriel Valley Council of Governments.

9 (2) If a board member is no longer a locally elected official, the
10 board member's office shall be declared vacant and the appointing
11 authority shall appoint a successor.

12 (d) In December of each year, the board shall select a president
13 to serve a one-year term starting on the following January 1.

14 (e) The board shall hire a general manager with at least five
15 years of experience in senior management of a water agency,
16 relevant technical expertise, and education in a professional field
17 related to water resources. The general manager may hire all other
18 agency staff as authorized by the board.

19 20010. (a) The agency may serve the water needs of its region
20 through any of the following activities:

21 (1) Operate public water systems or other water infrastructure.

22 (2) Consolidate operation of public water systems, as directed
23 by the State Water Resources Control Board pursuant to Section
24 116682 of the Health and Safety Code, or by an agreement with
25 the operator of a public water system.

26 (3) Serve as an administrator of a public water system, as
27 directed by the State Water Resources Control Board pursuant to
28 Section 116686 of the Health and Safety Code, or as receiver of
29 a public water system, as directed by court order.

30 (4) Integrate other water systems in the region into its operations,
31 by agreement with a water system or through eminent domain
32 proceedings, and subject to the approval of the Los Angeles County
33 Local Agency Formation Commission, as applicable.

34 (5) Develop, construct, operate, and otherwise implement water
35 quality projects, including, but not limited to, stormwater
36 management, groundwater cleanup, or drinking water treatment
37 facilities.

38 (6) Assist public water systems and mutual water companies in
39 operating and managing their water systems, including, but not

1 limited to, funding, technical assistance, and other collaboration
2 that promotes economies of scale.

3 (7) Serve as an integrated water resource management group
4 or as a member of a larger integrated water resource management
5 group.

6 (8) Represent the region's interests in water resources to the
7 County of Los Angeles, regional water agencies, the Southern
8 California Association of Governments, the State of California,
9 and the United States Government.

10 (b) As a regional public agency, the agency shall have the legal
11 authorities common to public agencies, including, but not limited
12 to, all of the following:

13 (1) To acquire surface water or groundwater rights.

14 (2) To sue or be sued.

15 (3) To enter into contracts.

16 (4) To employ its own legal staff, or engage outside counsel as
17 necessary.

18 (5) To receive funds, including funds from private and local
19 governmental sources, contributions from public and private
20 sources, and state and federal appropriations.

21 (6) To disburse funds through grants, public assistance, loans,
22 and contracts.

23 (7) To adopt regulations or guidelines as needed to carry out
24 the powers and duties established in this division.

25 (c) The agency may finance its operations by any of the
26 following:

27 (1) Collect charges for the public water systems it operates from
28 their customers or owners.

29 (2) Collect water rates, charges, fees, or established parcel
30 charges previously charged by a water system for which the agency
31 has assumed control and operates.

32 (3) Accept grants, loans, or other financial or technical assistance
33 from other public agencies.

34 20015. For purposes of this division, the following definitions
35 apply:

36 (a) "Agency" means the Southern Los Angeles County Regional
37 Water Agency.

38 (b) "Public water system" has the same meaning as defined in
39 Section 116275 of the Health and Safety Code.

1 (c) “Relevant technical expertise” means employment or
2 consulting for a total period of at least five years, before the date
3 of first appointment, in one or more positions materially responsible
4 for performing services relating to the management, operations,
5 engineering, construction, financing, contracting, regulation, or
6 resource management of a public water system.

7 SEC. 2. No reimbursement is required by this act pursuant to
8 Section 6 of Article XIII B of the California Constitution because
9 a local agency or school district has the authority to levy service
10 charges, fees, or assessments sufficient to pay for the program or
11 level of service mandated by this act, within the meaning of Section
12 17556 of the Government Code.

13 However, if the Commission on State Mandates determines that
14 this act contains other costs mandated by the state, reimbursement
15 to local agencies and school districts for those costs shall be made
16 pursuant to Part 7 (commencing with Section 17500) of Division
17 4 of Title 2 of the Government Code.