



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

AGENDA

**Regular Meeting of the Board of Directors
Thursday, April 13, 2023 at 12:00 PM**

Progress Park Plaza, 15500 Downey Avenue, Paramount, CA

- 1. Roll Call**
- 2. Determination of a Quorum**
- 3. Additions to Agenda (Govt. Code Sec. 54954.2(b))**
- 4. Oral Communications to the Board**

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.
- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of February 9, 2023 (Enclosure).
 - b. Ratify the Warrant Register for March 2023 and Approve the Warrant Register for April 2023 (Enclosures).
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Workshop - Fiscal Year 2023-2024 (FY 23-24) Administrative Budget**
- 7. Direct and Indirect Administrative Fees for FY 23-24 (Enclosure)**
 - a. Approve FY 23-24 GWMA Member Direct Cost Administrative Fees at a rate of 3% of the Member's cost share allocation for the particular watershed, grant, program or other activities.
 - b. Approve FY 23-24 GWMA Non-Member Direct Cost Administrative Fees at a rate of 5% of the Non-Member's cost share allocation for the particular watershed, grant, program or other activities.
 - c. Approve FY 23-24 GWMA Non-Member Indirect Cost Administrative Fees at a rate of 3.76% of the Non-member's cost share allocation for the particular watershed, grant, program or other activities.

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8. GWMA FY 23-24 Operating Budget (Enclosure) – SUPER MAJORITY NEEDED

- a. Approve the Annual Membership Dues of \$15,000 (Except for Board approved reduced membership dues).
- b. Adopt the GWMA FY 2023-2024 Operating Budget, contingent upon Board approved reduced membership dues.

9. Discussion/Action Regarding Professional Services Agreement with CA Consulting Services, LLC (Enclosure)

- a. Approve the Professional Services Agreement between GWMA and CA Consulting Services, LLC; and
- b. Authorize the Chair to execute the Professional Services Agreement with CA Consulting Services, LLC.

10. Discussion/Action Regarding Professional Services Agreements between GWMA and John L. Hunter & Associates, Inc., for the Lower Los Angeles River Watershed Group, and for Lower San Gabriel River Watershed Group (Enclosure)

- a. Approve entering into the Professional Services Agreement “PSA” with John L. Hunter & Associates, Inc., for a period of three (3) years from July 1, 2023 to June 30, 2026, for a total not-to-exceed amount of \$2,073,448.00 for LLAR Watershed Management and CIMP Implementation Services, and authorize the Chair to Execute the PSA.
- b. Approve entering into the Professional Services Agreement “PSA” with John L. Hunter & Associates, Inc., for a period of three (3) years from July 1, 2023 to June 30, 2026, for a total not-to-exceed amount of \$2,119,155.00 for LSGR Watershed Management and CIMP Implementation Services, and authorize the Chair to Execute the PSA.

11. GWMA Regional Green Street Application

- a. Authorize the Executive Officer Grace to sign and submit the Clean California Grant Application for a regional green street demonstration program.

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12. Safe Clean Water Program – Oral Report

- a. Lower San Gabriel River “LSGR” WASC Chair – Melissa You
- b. Lower Los Angeles River “LLAR” WASC Chair – Gina Nila

13. Executive Officer’s Oral Report

14. Directors’ Oral Comments/Reports

**15. Adjournment to Regular Board Meeting on May 11, 2023 at Progress Park Plaza,
15500 Downey Avenue, Paramount, CA**

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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 9, 2023**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, February 9, 2023 at 12:00 p.m. via WebEx and Phone Conference.

Chair Adriana Figueroa called the meeting to order at 12:03 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor	Artesia
Grissel Chavez	Bell Gardens
Bernardo Iniguez (alternate)	Bellflower
Mike O'Grady	Cerritos
Victor Meza	Compton
Aaron Hernandez-Torres	Cudahy
Dan Mueller (alternate)	Downey
Whitford Marin (alternate)	Huntington Park
Mark Stowell	La Mirada
Kelli Pickler	Lakewood
Colin Averill (alternate)	Long Beach
Diana Tang	Long Beach Water Department
Julian Lee	Lynwood
Jerry Gomez	Maywood
Rita Montalvo (alternate)	Montebello
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
Janna Morimoto (alternate)	Port of Long Beach
Sarina Morales-Choate (alternate)	Santa Fe Springs
Thomas Bekele	Signal Hill
Daniel Wall	Vernon
Esther Rojas (alternate)	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
Rob Beste	Water Replenishment District
Madeline Anderson	Koa Consulting
Oliver Galang	Craftwater Engineering
Jonathan Abadesco	C.J. Brown & Companies, CPA

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director Stowell moved to approve the consent calendar.

The motion was seconded by Director E. Rojas and was approved by the following voice vote:

AYES: Dor, Chavez, O’Grady, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Tang, Gomez, Morales-Choate, E. Rojas, Smith.

NOES: None.

ABSTAIN: Iniguez, Pickler, Averill, Lee, Montalvo, Figueroa, Guerrero, Morimoto, Bekele, Wall.

ITEM 6 - GWMA AUDIT FOR FISCAL YEAR 2021-2022

Jonathan Abadesco, from C.J. Brown & Companies, CPA, (formerly Fedak & Brown, LLP) presented the 2021-2022 GWMA Audit results to the Board. Mr. Abadesco noted that in their opinion, the financial statements present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2022 as well as the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America. They did not identify material weakness within GWMA’s internal control structure. Mr. Brown reviewed the financial highlights.

Director Tang motioned to receive and file the annual audited financial statement for Fiscal Year 2021-2022. The motion was seconded by Director Meza, and the motion was approved by the following voice vote:

AYES: Dor, Chavez, Iniguez, O’Grady, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Averill, Tang, Lee, Gomez, Montalvo, Figueroa, Guerrero, Morimoto, Morales-Choate, Bekele, Wall, E. Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 7 – AUDIT ENGAGEMENT FOR FISCAL YEAR 2022-2023

Executive Officer Grace Kast reported that C.J. Brown & Companies, CPA has conducted audits for GWMA for the past five years. Their audit is performed in accordance with auditing standards generally accepted in the United States. C.J. Brown & Companies, CPA submitted a proposal to GWMA to perform the Fiscal Year 2022-2023 audit.

Director Dor moved to authorize Fed C.J. Brown & Companies, to conduct GWMA's FY 2022-2023 audit in the amount not to exceed \$8,800. The motion was seconded by Director Chavez, and the motion was approved by the following voice vote:

AYES: Dor, Chavez, Iniguez, O'Grady, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Averill, Tang, Lee, Gomez, Montalvo, Figueroa, Guerrero, Morimoto, Morales-Choate, Bekele, Wall, E. Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 8 – CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: GOVERNMENT CODE SECTION 54957, TITLE: EXECUTIVE OFFICER; AND PUBLIC EMPLOYEE APPOINTMENT /EMPLOYMENT: GOVERNMENT CODE SECTION 54957, TITLE: EXECUTIVE OFFICER

Closed session was not held.

ITEM 9— DISCUSSION/ACTION REGARDING ONE-YEAR EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH KOA CONSULTING FOR GWMA PROGRAM MANAGEMENT, GRANT ADMINISTRATION, AND DAC COMMITTEE SERVICES

Chair Figueroa reported that the GWMA Board of Directors approved a professional services agreement with Koa Consulting for program management, grant administration, and disadvantaged communities (DAC) services (the "Agreement") on March 14, 2019. The Agreement's term began on March 1, 2019 and was initially scheduled to expire on June 30, 2020. Pursuant to Section 2 of the Agreement, GWMA exercised three, one-year options that extended the Agreement's term through June 30, 2023. No further extensions are available under the current Agreement.

The Amendment would extend the term of the agreement through June 30, 2026, and establish the following flat monthly fee for each of the three services during fiscal year 23/24:

- a. \$29,190 per month for Program Management and Administration/Accounting/ Meetings services;
- b. \$6,598 per month for Grant Administration services; and
- c. \$2,375 per month for Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair services

The flat monthly fee would be adjusted on July 1st of fiscal years 24/25 and 25/26 based on the CPI increase for the prior year ending in March.

By way of comparison, Koa Consulting currently receives a monthly fee of \$28,203 for Program Management Services, \$6,375 for Grant Administration Services, and \$2,295 DAC services. The new fee rates are approximately 3.5 percent higher than the current rates.

Director Tang motioned to approve the following recommendations:

- a. Approve the proposed Amendment attached as Exhibit A to the Professional Services Agreement attached as Exhibit B with Koa Consulting; and
- b. Direct the Chair to execute the proposed Amendment.

The motion was seconded by Director Lee, and the items were approved by the following voice vote:

AYES: Dor, Chavez, Iniguez, O’Grady, Meza, Hernandez-Torres, Mueller, Stowell, Pickler, Averill, Tang, Lee, Gomez, Montalvo, Figueroa, Guerrero, Morimoto, Morales-Choate, Bekele, Wall, E. Rojas, Smith.

NOES: None.

ABSTAIN: None.

ITEM 10 – SAFE CLEAN WATER PROGRAM

No Report.

ITEM 11 – EXECUTIVE OFFICER’S ORAL REPORT

Executive Officer Grace Kast had reported that GWMA had submitted regional grant applications for the PFOS/PFOA, New Wells, and for Recycled Water. The funding request for the three grant applications totaled approximately \$25.8M.

Executive Officer Grace Kast reported that the State of Emergency for remote meetings will end on February 28, 2023. Future meetings will be in-person at Progress Park in the City of Paramount.

ITEM 12 – DIRECTORS’ ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 12:52 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, March 9, 2023 at 12:00 p.m. at the Clearwater Building, 16404 Paramount Boulevard, Paramount, CA.

Adriana Figueroa, Chair

Date



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

April 13, 2023

AGENDA ITEM 5b – Ratify the Warrant Register for March 2023 and Approve the Warrant Register for April 2023

SUMMARY:

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

DISCUSSION:

The Warrant Register for expenditures dated March 2023 in the amount of \$452,658.43 is submitted for ratification by the Board, and the Warrant Register for expenditures dated April 2023 in the amount of \$282,690.83 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Register totals \$735,349.26. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Ratify the Warrant Register for March 2023 and Approve the Warrant Register for April 2023.

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WARRANT REGISTER
DISBURSEMENT JOURNAL
March 2023

Invoice Date	Vendor	Invoice Number	Description	Amount
2/23/2023	Anchor QEA	11768R	RMC Compliance Monitoring FY22/23 Services Rendered Through 8/31/2022	\$ 12,662.91
1/23/2023	Anchor QEA	14473	RMC Compliance Monitoring FY21/22 Services Rendered Through 12/31/2022	\$ 354.86
2/2/2023	Anchor QEA	14475	RMC Compliance Monitoring FY22/23 Services Rendered Through 12/31/2022	\$ 29,092.64
3/1/2023	City of Paramount	4968	Office Lease (March)	\$ 390.72
2/13/2023	Craftwater Engineering	20-099-12	LLAR GAP (Service through Jan 27, 2023)	\$ 1,662.50
2/13/2023	Craftwater Engineering	20-100-12	LSGR GAP (Service through Jan 27, 2023)	\$ 1,662.50
2/14/2023	CWE	23045	LARUR2 WMA CIMP FY 21-22 Tasks (January 2023)	\$ 14,655.60
2/14/2023	CWE	23050	LARUR2 WMA CIMP FY 22-23 Tasks (January 2023)	\$ 21,416.22
2/13/2023	Geosyntec Consultants	501561	GWMA Grant Funding (Through 1/31/23)	\$ 1,191.87
2/28/2023	Harris & Assoc	56461	GWMA Grant Funding (January 2023)	\$ 9,325.00
12/30/2022	JLHA Municipal Contractor	GWM1GHR12212	Harbor Toxics Monitoring (November & December 2022)	\$ 33,561.11
12/30/2022	JLHA Municipal Contractor	GWM1LLA12211	LLAR WMP Implementation (November 2022)	\$ 12,795.30
12/30/2022	JLHA Municipal Contractor	GWM1LLA12212	LLAR WMP Implementation (December 2022)	\$ 68,152.25
2/15/2023	JLHA Municipal Contractor	GWM1LLA12301	LLAR WMP Implementation (January 2023)	\$ 49,660.10
12/30/2022	JLHA Municipal Contractor	GWM1LSG12211	LSGR WMP Implementation (November 2022)	\$ 5,732.50
12/30/2022	JLHA Municipal Contractor	GWM1LSG12212	LSGR WMP Implementation (December 2022)	\$ 75,469.53
3/2/2023	Koa Consulting, Inc.	K114-01-65	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Feb 2023)	\$ 36,958.00
2/14/2023	Richard Watson & Associates	23-192-003-002	LCC WMP CIMP (January 2023)	\$ 76,079.21
2/10/2023	Richards Watson Gershon	241256	Legal Services - General (through Jan 31, 2023)	\$ 1,835.61
			Total	\$ 452,658.43

Reviewed and Approved by:

Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
April 2023

Invoice Date	Vendor	Invoice Number	Description	Amount	
3/21/2023	Anchor QEA	15715	RMC Compliance Monitoring FY22/23 (Services through 2/28/23)	\$ 25,883.91	✓
11/10/2022	City of Bell Gardens	32447	John Anson Ford Cistern Prop 1 Grant Reimbursement	\$ 87,638.00	✓
12/1/2022	City of Bell Gardens	32457	John Anson Ford Cistern Prop 1 Grant Reimbursement	\$ 27,507.00	✓
2/1/2022 ✓	City of Paramount	4954 ✓	Office Lease (February 2023)	\$ 390.72	✓
4/1/2022 ✓	City of Paramount	4991 ✓	Office Lease (April 2023)	\$ 390.72	✓
2/28/2023	CJ Brown & Company CPA	2-28-23	FY 2021/2022 Audit	\$ 1,560.00	✓
3/16/2023 ✓	Craftwater Engineering	21-055-5 ✓	GWMA Grant Writing (Service through Feb 24, 2023)	\$ 2,030.00	✓
3/14/2023 ✓	CWE	23105 ✓	LARUR2 WMA CIMP FY 22-23 Tasks (February 2023)	\$ 5,138.56	✓
2/28/2023	Gateway Cities Council of Governments	2-28-23 ✓	Office Supplies (February 2023)	\$ 100.00	✓
3/31/2023 ✓	Gateway Cities Council of Governments	3-31-23 ✓	Office Supplies (March 2023)	\$ 100.00	✓
4/2/2023 ✓	Koa Consulting, Inc.	K114-01-66 ✓	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Mar 2023)	\$ 36,958.00	✓
3/14/2023 ✓	Richard Watson & Associates	23-192-003-003 ✓	LCC WMP CIMP (February 2023)	\$ 94,481.42	✓
3/16/2023 ✓	Richards Watson Gershon	241561 ✓	Legal Services - General (through Feb 28, 2023)	\$ 512.50	✓
Total				\$ 282,690.83	✓

Reviewed and Approved by:


Thomas Bekele, Signal Hill



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April 13, 2023

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2022-2023

SUMMARY:

At the Board meeting in June 2022, the Board approved the budget for legal counsel services of \$30,500 for Fiscal Year (FY) 2022-2023 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:

\$ 30,500.00	FY 2022-2023 Budget amount for Legal Counsel services
<u>\$ 5,198.11</u>	Expenditures for Legal Counsel services through February 28, 2023
\$ 25,301.89	Remaining budget amount available through June 30, 2023

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2022-2023 through February 28, 2023 total \$5,198.11.00. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2022-2023 budget.

RECOMMENDATION:

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

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AGENDA ITEM 7 - Direct and Indirect Administrative Fees for Fiscal Year 2023-2024

BACKGROUND:

In addition to annual membership dues, Direct and Indirect Administrative Fees are collected from GWMA members and non-members for implementing certain MOUs and other cost share agreements to cover GWMA's administrative costs in support of administering various programs. Administrative Fees are applied against the cost share allocation for the GWMA members for the particular watershed and its grant, program or other activity. The Administrative Fee rates are approved by the Board of Directors annually.

The GWMA's fiscal budget year is July 1 through June 30. In preparation of the 2023-2024 fiscal year, the GWMA Board of Directors is requested to establish the Administrative Fees for the next fiscal year.

SUMMARY:

In May of 2018, the GWMA Board adopted an Administrative Fee Policy. The purpose of this policy was to ensure that the GWMA's Administrative Fees are established at a rate that recovers its expenses. To that end, an annual percentage must be set for all GWMA members and non-members to cover GWMA's direct and indirect administrative costs for watershed related activities. Direct Administrative Costs are staff and legal costs that are directly attributed to a watershed and its grant, program or other activity outside of general membership-related responsibilities. Indirect Administrative Costs are the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operations of the GWMA and the conduct of activities. GWMA members will not be assessed for Indirect Costs, as GWMA members are required to pay annual membership dues and thus are contributing to general costs in support of GWMA.

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To date, GWMA members have been charged 3% of their cost share allocation for the particular watershed and its grant, program or other activity and non-members have been charged 5% of their cost share allocation for the particular watershed and its grant, program or other activity for GWMA Direct Administrative Costs. Staff recommends maintaining the same percentages in the coming year for GWMA members and non-members, respectively. Additionally, staff recommends maintaining the same percentage of 3.76% for indirect costs for non-members. This indirect percentage is also applied against the non-member's cost share allocation for the particular watershed and its grant, program or other activity. This recommendation is based upon a generally accepted accounting principle for collecting indirect costs.

RECOMMENDATION:

- a. Approve FY 23-24 GWMA Member Direct Cost Administrative Fees at a rate of 3% of the Member's cost share allocation for the particular watershed and/or its grant, program or other activities.
- b. Approve FY 23-24 GWMA Non-Member Direct Cost Administrative Fees at a rate of 5% of the Non-Member's cost share allocation for the particular watershed and its grant, program or other activities.
- c. Approve FY 23-24 GWMA Non-Member Indirect Cost Administrative Fees at a rate of 3.76% of the Non-member's cost share allocation for the particular watershed, and its grant, program or other activities.

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AGENDA ITEM 8 - GWMA FY 23-24 Operating Budget

BACKGROUND:

The GWMA's fiscal budget occurs July through June. The administrative budget is supported by membership dues and revenues from agreements and grants. As in past years, staff is recommending annual membership dues of \$15,000. This coupled with administrative fees from MOUs, and revenues from approved reduced membership dues will support the on-going operating costs of GWMA.

SUMMARY:

The proposed budget for FY 2023-2024 reflects actual costs and projections through the end of this fiscal year to estimate a FY 2023-2024 Ending Fund Balance of \$732,582. Dues from member agencies are expected to be \$405,000 in FY 2023-2024 which includes reduced dues from previously eligible GWMA members. Once final eligibility is determined and recommended by staff, the Board will consider action to approve those recommendations at the next regular Board Meeting. This administrative budget does not include MOU project costs or grant project costs. However, it does reflect the administrative and legal costs associated with the MOUs and grants.

A key element of prudent financial planning is to ensure that sufficient funding is available for current operating expenses by anticipating the likelihood of, and preparing for, unforeseen events. Therefore, it has been the recommendation of GWMA's Accounting Consultant and staff that the Budget's Ending Fund Balance include a reserved amount equal to at least six (6) months of GWMA's Operating Expenses. Therefore, \$221,765 from the Ending Fund Balance has been reserved for this purpose. Any expenditure not specifically identified in the budget must be pre-approved in accordance with all GWMA adopted policies.

RECOMMENDATION:

- a. Approve the Annual Membership Dues of \$15,000 (except for Board approved reduced membership dues).
- b. Adopt the GWMA FY 2023-2024 Operating Budget contingent upon Board approved reduced membership dues.

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FISCAL
YEAR

2023-2024

OPERATING BUDGET

DRAFT





Introduction and Background

Over the years, with growth in membership and responsibilities, the budget for Gateway Water Management Authority (GWMA) has evolved accordingly. From a one-half page budget in 2009, it is now a multi-page budget that demonstrates how much GWMA has accomplished and what it will do in the coming year.

GWMA was created in 2007/2008 as a Joint Powers Authority “JPA” to form a Department of Water Resources (DWR) - recognized region for purposes of regional planning and grant funding under the Integrated Water Resources Management (IRWM) program. The original purpose for this effort was to address local concerns regarding equitable distribution of grant awards for Gateway cities and agencies through the Greater Los Angeles County (GLAC) IRWM structure which includes five sub-regions, one of which is the Lower Los Angeles/Lower San Gabriel sub-region. By 2011, GWMA had 18 members. It has since grown to 29 members which includes 25 cities, three water agencies and the Port of Long Beach. For the most part, membership growth is due to the following benefits and values of being a member:

- Organize and coordinate economical and efficient water management activities across city boundaries in the Gateway region;
- Apply and receive State and Federal funding on a regional basis, preferred by many granting agencies;
- Provide focus to Disadvantaged Communities through grants, projects and programs;
- Share information and identify common needs and issues across city and agency boundaries; and
- A single voice to help build relationships at the regional, state and federal levels.

Since its inception, GWMA has facilitated several federal and grant awards on behalf of the region and its members in addition to the IRWM grant program. Further, GWMA’s role has expanded to include fiduciary and contracting responsibilities in support of the Gateway region’s stormwater responsibilities. After years of working as its own IRWM region, the GWMA Board voted in 2015 to re-engage with the GLAC IRWM as a voting member of the Leadership Committee and also as the Chair of the Lower San Gabriel/Lower Los Angeles sub-region. The success of the re-integration is largely due to the fact that GWMA represents the entire sub-region because of its robust membership within the Gateway region. GWMA continues to play a very active role in the GLAC IRWM and also provides active support by serving as Chair of the GLAC IRWM Disadvantaged Community Committee and as Co-Chair of the Disadvantaged Community Involvement Program which includes Ventura County and the Upper Santa Clara IRWM regions.



HIGHLIGHTS OF ACCOMPLISHMENTS

Grant Funding – Past, Current and Pending

A total of **\$30.8M** has been awarded to GWMA since its first grant application in 2009. In addition, within FY 22-23, GWMA has submitted grant funding applications for the Gateway Region that total approximately \$39.8M.

Grant Amount	Funding Agency	Grant Project	Status
\$10M	State Water Resource Control Board	LA River Trash Reduction	Completed
\$950k	California Department of Water Resources	Gateway IRWM Plan	Completed
\$338k	State Water Resource Control Board	Los Cerritos Channel (LCC) Watershed Segmentation and Low Impact Development (LID)	Completed
\$1M	United States Bureau of Reclamation	Gateway Region Advanced Meter Infrastructure Program	Completed
\$1.07M	State Water Resource Control Board	Proposition 84 Regional Stormwater LID Best Management Practices (BMP)	Completed
\$3.94M	California Department of Water Resources	Proposition 84 IRWM Drought Emergency	Completed
\$3.41M	California Department of Water Resources	Proposition 84 IRWM (4 projects)	On-going
\$9.9M	State Water Resource Control Board	Proposition 1 Stormwater Grant for John Anson Ford Park Infiltration Cistern: Phase 1	On-going
\$150k	Safe Clean Water Program	Gateway Area Pathfinding Analysis Phase 1 LLAR & LSGR	Completed
\$460k	Safe Clean Water Program	Gateway Area Pathfinding Analysis Phase 2 LLAR & LSGR	Pending
\$8.9M	Safe Clean Water Program	Regional Pathogen Reduction Study	Pending
\$475k	Safe Clean Water Program	Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	Pending



Grant Amount	Funding Agency	Grant Project	Status
\$3.37M	California Department of Water Resources	Prop 1 Round 2 IRWM	Pending
\$9M	State Water Resource Control Board	PFAS Treatment Project	Pending
\$12.6M	California Department of Water Resources	Urban Drought Relief 2022	Pending
\$4.97M	California Department of Transportation	Regional Stormwater Grant: Green Street Demo Project	Pending

Fiduciary Responsibilities

GWMA has entered into Memorandum of Understandings (MOUs) with several groups to administer Request for Proposals, enter into contracts, collect participant funds, pay invoices and other general administrative support roles including submission of grant applications, if requested and management of grants, if awarded.

- Four Watershed Groups under Regulatory Compliance Timelines for Stormwater
 - Lower LA River Upper Reach 2 [Seven cities & Los Angeles County Flood Control District (LACFCD)]
 - Lower LA River (Eight cities, LACFCD & one individual city to share in cost of monitoring only)
 - Lower San Gabriel River (Thirteen cities & LACFCD)
 - Los Cerritos Channel (Seven cities & LACFCD)
- Permittees for the Dominguez Channel, and Long Beach and Los Angeles Harbors Regulatory Monitoring & Reporting Compliance
 - Eight Cities, Port of Los Angeles, LA County, LACFCD and Port of Long Beach
 - Six individual private company permittees to share in cost of monitoring
- Permittees for a Joint Dominguez Channel/Harbor Toxic TMDL Monitoring Program
 - 63 Cities, LA County and LACFCD



Other Services and Activities

- In 2010, GWMA coordinated, developed and submitted a regional 20x2020 Regional Alliance Report to the State to meet conservation regulations on behalf of its members regionally rather than individually.
- In 2015, GWMA coordinated, developed and submitted updated data and targets for the 20x2020 Regional Alliance to the State to meet regulatory requirements.
- In 2021, GWMA prepared the final 20x2020 Regional Alliance Report.
- In 2014, 2017 and again in 2020, GWMA conducted a regional Notice Inviting Bids process to solicit competitive pricing for catch basin cleaning on behalf of all Gateway region cities. A competitive bid package which included all responsive bidders and their respective pricing was transmitted to the cities as an option for them to contract with any of the bidders. The 2020 entire bidding process and results can be found on GWMA's website.
- Facilitated and held workshops on Measure W (Safe Clean Water Program).
- GWMA continues to consider support for requests by members and/or watershed groups to serve as an applicant for Safe Clean Water Program Funding.
- Continuously update as needed - Request for Qualifications process for On-Call Consultants and enter into 5-year Professional Services Agreements with ranked and approved respondents. GWMA and its members or watershed groups can utilize the On-Call Consultant List of pre-qualified consultants.
- Solicited proposals for outside accounting services.
- Develop and finalize coordinated, regional projects for 4 main priority categories selected by the Board in FY 2021-2022 and sought grant funding for each:
 - Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) treatment
 - Construction of new well
 - Recycled Water
 - Construction of stormwater capture and reuse systems such as rain gardens, cisterns and bioswales, nature-based solutions in public-owned properties
- Continue to identify additional coordinated, regional project priorities and seek grant funding;



LOOKING AHEAD

Several critical activities are planned for FY 2023-2024. These activities include:

- Potentially serve as fiduciary agency with Commercial and Industrial Permittees on behalf of the Los Cerritos Channel Watershed Management Group;
- Support and manage newly awarded grants for regional programs from various granting agencies;
- Develop and coordinate a Round 2 Regional Grant Program with identified priority categories and seek grant funding for each;
- Conduct and solicit statement of qualifications for On-Call Consultants and enter into 5-year Professional Services Agreements with ranked and approved respondents. GWMA and its members or watershed groups can utilize the On-Call Consultant List of pre-qualified consultants.

BUDGET SUMMARY

Before delving into the budget, it is important to note that back in the 2008/2009 era, the Board decided to collect membership dues over multiple years to build up and keep them in reserves in order to develop and support regional projects and grant opportunities as they become available in future years. GWMA reserves are included in and known as “Ending Fund Balance” in the budget. Depending on the project, GWMA also collects funds from project participants for regional project management which is held in the general reserve and used for that specific purpose in subsequent years. These types of reserve funds are separate from what the GWMA Board voted to keep on hand as an operating reserve equal to six months of the annual operating budget. Thus, the Ending Fund Balance can be viewed as having three (3) functions:

- 1) Maintain an operating reserve equal to six months of the operating budget;
- 2) Collect funds for future special projects and/or grant opportunities; and
- 3) Collect funds for a specific program that are being expended over several subsequent years.

To enable seamless cross-referencing with the attached budget, figures included in this summary that can be found on the budget will be followed by a letter and number in parenthesis which points to the column letter and row number on the budget. For example, (G2) points to \$405,000 which is the FY 2023-2024 Total Dues from Members Agencies.



The FY 2023-2024 budget shows an operating revenue needed to support its annual operations in the amount of \$601,935 (G7). The operating expense budget is estimated to be \$443,530 (G21) which leaves \$158,405 (G22) in reserves before special projects. Special projects in the amount of \$208,216 (G31) include funds for:

- Round 2 for Regional Project Grants
- IRWM Disadvantaged Community Chair/Co-Chair Services; and
- Project Development and Funding Strategy Services and Awarded Regional Grant Administration.

When the Net Income after All Operating and Special Project Expenses is added to the previous year's Ending Fund Balance/FY 2023-2024 Beginning Funding Balance of \$782,393 (G33), the Administrative Ending Fund Balance for FY 2023-2024 is \$732,582 (G34). As stated previously, according to Board policy, six months of the operating expense budget is required to be held in reserve. The operating expense budget is \$443,530 (G21). One-half of the anticipated operating expense for FY 2023-2024 is equal to \$221,765. Staff has determined that with \$732,582 (G34) in the Ending Fund Balance, there are sufficient funds in reserves per the policy.

FY 2023-2024 Operating Expenses:	\$443,530 (G21)
6-months (one-half of year) minimum required to be held in reserve:	\$221,765
Reserves after all Operating Expenses and Special Projects:	\$732,582 (G34)
6-month operating reserve:	- <u>\$221,765</u>
Remaining in General Reserve for future programs	\$510,817

On May 12, 2022, the Board approved staff's recommendation to maintain the current administrative direct fee percentages of 3% for GWMA members and 5% for non-GWMA members. The Board also approved 3.76% for indirect costs which are applied to non-GWMA members only. For FY 2023-2024, it is staff's recommendation to continue with the same percentages. Per Board policy, non-GWMA members should contribute to the overall general operating costs that GWMA members pay through their annual membership dues. The indirect costs include all general operating expenses except for Professional Administrative/Management, Legal Counsel and Project Development/Funding Strategy Services are calculated using the formula recommended by GWMA's Accounting Firm and previously approved by the GWMA Board. It is important to note that all unused direct fees are retained by each respective group that it was collected from and are shown in the budget backup sheets while all indirect fees are retained by GWMA to help pay for general operations of GWMA.

The following operating budget provides details to support the many GWMA activities in Fiscal Year 2023-2024.



GATEWAY WATER MANAGEMENT AUTHORITY

FY 2023-2024 Operating Budget						
A	B	C	D	E	F	G
DESCRIPTION	FY 20/21 Actuals	FY 21/22 Actuals	FY22/23 Budget	FY 22/23 Year-End Projections	Budget to Actual Variance	FY 23/24 Budget
1 REVENUES						
2 Dues from Member Agencies	\$ 417,500	\$ 404,000	\$ 404,500	\$ 404,500	\$ -	\$ 405,000
3 GWMA Administrative/Legal/Funding Strategy Direct Charges from Watersheds Including Use of Watershed Reserves	\$ 88,661	\$ 89,523	\$ 120,875	\$ 117,158	\$ (3,717)	\$ 119,800
4 GWMA Administrative/Legal Direct Charges for GWMA Watershed Grants and Regional Grants	\$ 16,109	\$ 15,340	\$ 46,500	\$ 31,423	\$ (15,077)	\$ 51,594
5 DACIP Proposal/Application Development (Grant Reimbursement)	\$ 48,105	\$ 10,838	\$ 22,000	\$ 15,700	\$ (6,300)	\$ 7,000
6 GWMA Indirect Fees from Non-members	\$ 20,999	\$ 20,009	\$ 19,095	\$ 22,828	\$ 3,733	\$ 18,541
7 TOTAL REVENUES	\$ 591,374	\$ 539,710	\$ 612,970	\$ 591,609		\$ 601,935
8 OPERATING EXPENSES						
9 Professional Mgmt, Admin & Accounting Services - General GWMA Operations	\$ 244,096	\$ 243,093	\$ 254,936	\$ 239,313	\$ (15,623)	\$ 290,580
10 Professional Mgmt, Admin & Accounting Services - Allocated to Watershed Operations	\$ 79,755	\$ 79,803	\$ 103,500	\$ 78,083	\$ (25,417)	\$ 80,700
11 General Counsel - General GWMA Operations	\$ 5,560	\$ 5,798	\$ 15,000	\$ 7,400	\$ (7,600)	\$ 15,000
12 General Counsel - Allocated to Watershed	\$ 3,466	\$ 300	\$ 15,500	\$ 8,500	\$ (7,000)	\$ 15,500
13 Meeting Expenses	\$ -	\$ -	\$ 2,500	\$ 1,200	\$ (1,300)	\$ 4,800
14 Office Supplies, Postage, Notices, Misc.	\$ 2,123	\$ 2,447	\$ 3,500	\$ 3,000	\$ (500)	\$ 4,500
15 Office Rent	\$ 4,324	\$ 4,366	\$ 4,689	\$ 4,689	\$ 0	\$ 5,040
16 Website Services	\$ -	\$ -	\$ 500	\$ 450	\$ (50)	\$ 610
17 Insurance	\$ 13,120	\$ 14,303	\$ 15,100	\$ 15,350	\$ 250	\$ 16,500
18 Authorized Conferences, Travel & Sponsorships	\$ -	\$ -	\$ 2,000	\$ -	\$ (2,000)	\$ 500
19 Organization Memberships	\$ 2,500	\$ 4,750	\$ 5,500	\$ 1,000	\$ (4,500)	\$ 1,000
20 Audit	\$ 8,430	\$ 7,675	\$ 8,425	\$ 8,425	\$ -	\$ 8,800
21 TOTAL OPERATING EXPENSES	\$ 363,373	\$ 362,535	\$ 431,150	\$ 367,410		\$ 443,530
22 NET INCOME BEFORE SPECIAL PROJECTS	\$ 228,001	\$ 177,175	\$ 181,820	\$ 224,199		\$ 158,405
23 SPECIAL PROJECT EXPENSES						
24 Prop 1 Greater LA IRWM (Round 2) Grant Application Fee	\$ -	\$ -		\$ 6,400	\$ 6,400	\$ -
25 Prop 84 2015 - AMR Project Management Services (Civiltac) **collected from Project Participants during FY16/17 and held in general reserve**	\$ 25,813	\$ 6,130		\$ 6,920	\$ 6,920	\$ -
26 Consultants Support for Regional Grant Program Development and Applications - Round 1 (Recycled Water, PFOS/PFOA, New Wells & Stormwater Capture & Reuse) **\$116,485 approved by the Board to use Reserves**		\$ 35,584	\$ 84,785	\$ 80,786	\$ (3,999)	\$ -
27 Consultants Support for Regional Grant Program Development and Applications - Round 2						\$ 100,000
28 Grant Funding Strategy Services-General Operations	\$ 53,563	\$ 55,419	\$ 56,500	\$ 51,347	\$ (5,153)	\$ 47,401
29 Awarded Regional Grant Administration and Legal Charges and Reimbursable Watershed Grants	\$ 21,549	\$ 19,581	\$ 23,280	\$ 25,203	\$ 1,923	\$ 32,275
30 Disadvantaged Community Involvement Program	\$ 27,000	\$ 27,000	\$ 27,540	\$ 27,540	\$ -	\$ 28,540
31 TOTAL SPECIAL PROJECT EXPENSES	\$ 127,925	\$ 143,714	\$ 192,105	\$ 198,196		\$ 208,216
32 NET INCOME AFTER ALL OPERATING EXPENSES AND SPECIAL PROJECTS EXPENSE	\$ 100,076	\$ 33,461	\$ (10,285)	\$ 26,003		\$ (49,811)
33 BEGINNING FUND BALANCE	\$ 622,853	\$ 722,930	\$ 771,351	\$ 756,390		\$ 782,393
34 ADMINISTRATIVE ENDING FUND BALANCE	\$ 722,930	\$ 756,390	\$ 761,066	\$ 782,393		\$ 732,582
35 All Watershed Groups Admin Fee Cumulative Ending Fund Balance						\$ 264,090
36 Watershed Groups Cumulative Earned and Projected Interest Income through FY 23/24						\$ 201,401
37 ADMINISTRATIVE ENDING FUND BALANCE WITH WATERSHED ADMIN FEE BALANCE + INTEREST INCOME						\$ 1,198,073



Los Angeles River Upper Reach 2
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	\$2,756	\$21,061	\$9,459	\$22,356
REVENUE				
GWMA Administrative Fee	\$16,477	\$9,990	\$8,291	\$9,244
Grants Administrative Fee	-	-	-	-
Other (Indirect Admin)	-	-	-	-
Other (approved line item transfer from MOU)	\$30,269		24,715	
TOTAL ANNUAL REVENUES	\$46,746	\$9,990	\$33,006	\$9,244
OPERATING EXPENSE				
Administrative - Direct Charges	\$10,112	\$11,952	\$9,587	\$9,600
General Counsel - Direct Charges	-	-	\$100	\$500
Indirect Operating Expenses	-	-	-	-
Funding Strategy - Expense	2,220	1,800	2,000	2,500
Administrative - Grant Direct Charges	\$15,997	\$7,840	\$8,373	\$8,500
General Counsel - Grant Direct Charges	113	-	50	500
TOTAL ANNUAL OPERATING EXPENSES	\$28,441	\$21,592	\$20,110	\$21,600
TOTAL ANNUAL NET VARIANCE	\$18,305	(\$11,602)	\$12,896	(\$12,356)
CUMULATIVE ENDING FUND BALANCE	\$21,061	\$9,459	\$22,356	\$10,000
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Los Cerritos Channel
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	\$19,994	\$34,762	\$41,653	\$44,905
REVENUE				
GWMA Administrative Fee	\$33,305	\$22,983	\$22,430	\$23,945
Grants Administrative Fee	-	-	-	-
Other (Indirect Admin)	-	\$1,443	\$2,139	\$2,295
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$33,305	\$24,426	\$24,569	\$26,240
OPERATING EXPENSE				
Administrative - Direct Charges	\$16,989	\$14,293	\$15,727	\$15,800
General Counsel - Direct Charges	\$548	\$0	\$950	\$500
Indirect Operating Expenses	\$0	\$1,443	\$2,139	\$2,295
Funding Strategy - Expense	\$1,000	\$1,800	\$2,500	\$2,500
Administrative - Grant Direct Charges	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$18,537	\$17,536	\$21,317	\$21,095
TOTAL ANNUAL NET VARIANCE	\$14,768	\$6,891	\$3,253	\$5,145
CUMULATIVE ENDING FUND BALANCE	\$34,762	\$41,653	\$44,905	\$50,050
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Lower San Gabriel River
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	\$51,898	\$66,004	\$81,435	\$87,160
REVENUE				
GWMA Administrative Fee	\$35,773	\$28,978	\$23,701	\$24,577
Grants Administrative Fee	-	-	-	-
Other (Indirect Admin)	\$7,703	\$6,085	\$5,150	\$5,347
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$35,773	\$35,063	\$28,851	\$29,924
OPERATING EXPENSE				
Administrative - Direct Charges	\$13,559	\$11,746	\$14,376	\$14,500
General Counsel - Direct Charges	\$405	\$0	\$1,800	\$500
Indirect Operating Expenses	7,703	\$6,085	\$5,150	\$5,347
Funding Strategy - Expense		1,800	1,800	1,800
Administrative - Grant Direct Charges	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$21,667	\$19,631	\$23,126	\$22,147
TOTAL ANNUAL NET VARIANCE	\$14,105	\$15,431	\$5,725	\$7,777
CUMULATIVE ENDING FUND BALANCE	\$66,004	\$81,435	\$87,160	\$94,937
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Lower Los Angeles River
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Budget	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	\$42,008	\$54,039	\$58,691	\$58,538
REVENUE				
GWMA Administrative Fee	\$32,447	\$21,553	\$18,852	\$36,256
Grants Administrative Fee	-	-	-	-
Other (Indirect Admin)	\$1,945	\$1,085	\$1,094	\$1,454
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$32,447	\$22,637	\$19,946	\$37,710
OPERATING EXPENSE				
Administrative - Direct Charges	\$16,198	\$15,100	\$15,180	\$15,800
General Counsel - Direct Charges	\$2,273	\$0	\$2,025	\$500
Indirect Operating Expenses	\$1,945	\$1,085	\$1,094	\$1,454
Funding Strategy - Expense		\$1,800	\$1,800	\$1,800
Administrative - Grant Direct Charges	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$20,416	\$17,985	\$20,099	\$19,554
TOTAL ANNUAL NET VARIANCE	\$12,031	\$4,652	(\$153)	\$18,156
CUMULATIVE ENDING FUND BALANCE	\$54,039	\$58,691	\$58,538	\$76,694
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Harbor Toxics Upstream
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Actual	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	-\$16,312	-\$72	-\$9,888	\$17,044
REVENUE				
GWMA Administrative Fee	\$5,402	\$5,402	\$4,748	\$5,456
Grants Administrative Fee	-	-	-	-
Other (Indirect Admin)	\$3,006	\$3,006	\$2,641	\$3,037
Other (line item transfer from MOU)	\$26,621		36,706.00	
TOTAL ANNUAL REVENUES	\$35,029	\$8,408	\$44,095	\$8,493
OPERATING EXPENSE				
Administrative - Direct Charges	\$15,542	\$15,218	\$10,922	\$12,000
General Counsel - Direct Charges	\$240	\$0	\$3,600	\$500
Indirect Operating Expenses	\$3,006	\$3,006	\$2,641	\$3,037
Funding Strategy - Expense		\$0	\$0	\$0
Administrative - Grant Direct Charges	-	\$0	\$0	\$0
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$18,788	\$18,224	\$17,163	\$15,537
TOTAL ANNUAL NET VARIANCE	\$16,241	(\$9,816)	\$26,932	(\$7,044)
CUMULATIVE ENDING FUND BALANCE	(\$72)	(\$9,888)	\$17,044	\$10,000
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Harbor Toxics Downstream
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2024

Description	FY 20/21 Actual	FY 21/22 Projected	FY 22/23 Projected	FY 23/24 Budget
RESERVES FROM PREVIOUS YEAR	-\$2,799	\$16,446	\$19,354	\$21,486
REVENUE				
GWMA Administrative Fee	\$14,969	\$16,922	\$16,922	\$16,922
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)	\$3,690	\$3,690	\$3,690	\$3,690
Other (Indirect Admin)	\$0	\$7,519	\$3,828	\$3,828
Other (approved line item transfer from MOU)	\$13,852	-	-	-
TOTAL ANNUAL REVENUES	\$32,511	\$28,131	\$24,440	\$24,440
OPERATING EXPENSE				
Administrative - Direct Charges	\$7,356	\$11,494	\$12,290	\$13,000
General Counsel - Direct Charges	-	\$300	\$0	\$500
Indirect Operating Expenses	\$3,690	\$11,209	\$7,518	\$7,518
Funding Strategy - Expense	2,220	2,220	2,500	2,500
Administrative - Grant Direct Charges	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$13,266	\$25,223	\$22,308	\$23,518
TOTAL ANNUAL NET VARIANCE	\$19,245	\$2,908	\$2,132	\$922
CUMULATIVE ENDING FUND BALANCE	\$16,446	\$19,354	\$21,486	\$22,408
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



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

April 13, 2023

AGENDA ITEM 9 – Professional Services Agreement with CA Consulting Services, LLC

BACKGROUND:

In late 2022, GWMA staff had requested the Board's authorization to enter into a Professional Services Agreement "PSA" with the firm of Clifton Larson Allen "CLA", who was re-selected to provide accounting support services. Unfortunately, an agreement could not be reached on PSA language. After consultation with the GWMA Chair, a second Request for Proposal "RFP" process was conducted in January-February 2023.

DISCUSSION:

The scope of services being requested is to provide GWMA assistance with: (1) general accounting; (2) a quarterly review of the accounting and bank reconciliations; (3) year-end adjusting entries needed for the audit; (4) preparation of audit workpapers and assistance during the audit; (5) assist with the budget preparation; and 6) be available for accounting questions as needed.

The initial RFP process was conducted in accordance with GWMA's Board Policy on Goods and Services in September 2022 with questions due to GWMA by September 16th and proposals due by October 7th. The RFP was posted on the home page of GWMA's website and also sent to various companies. To facilitate the procurement process, staff also shared the RFP with GWMA Board Members and Alternates to help distribute the RFP to recommended individuals or companies.

Per the Board Policy and the RFP, the selection criteria used in awarding a contract or agreement for professional services includes:

1. Qualifications of the individual(s) who will perform the tasks and the amounts of their respective participation;
2. Relevant experience (public agency and water) and strength of references;
3. Ability to perform tasks in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

Despite the solicitation efforts, only two proposals were received, one of which was deemed to not meet eligibility requirements and the other being CLA. Due to the disqualification of one of the two firms, CLA was recommended by the Executive Committee and selected by the Board last November. Unfortunately, legally accepted terms could not be reached with CLA forcing a second RFP process to be conducted.

Staff released and posted a new RFP on January 17, 2023. The proposal due date was February 24, 2023. Only one proposal (from CA Consulting Services, LLP) was received as a result of the re-solicitation.

CA Consulting Services submitted all required information and was deemed qualified and eligible by staff. Additionally, CA Consulting Services has agreed to the terms in the PSA. Staff recommends accepting the CA Consulting Services proposal and entering into a 2-year agreement with 2 one-year extension options effective May 1, 2023. The Executive Committee affirmed staff's recommendation to proceed with CA Consulting Services.

FISCAL IMPACT:

CA Consulting Services proposed fee is a not to exceed amount of \$21,000 per year for two years. The monthly expenditures are anticipated to be approximately \$1750/month. Using the approved remaining current budget for accounting services of \$11,000, there are sufficient funds in the existing FY 2022/23 budget to cover this new contract which begins May 1, 2023. The proposed GWMA budget for FY 23-24 includes \$21,000 for the accounting support services provided by CA Consulting Services.

RECOMMENDATION:

- a. Approve the Professional Services Agreement between GWMA and CA Consulting Services, LLC; and
- b. Authorize the Chair to execute the Professional Services Agreement with CA Consulting Services, LLC.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County



ADDENDUM No. 1

**REQUEST FOR PROPOSALS FOR
FINANCIAL, ACCOUNTING AND INVESTMENT SERVICES FOR GATEWAY WATER
MANAGEMENT AUTHORITY (GWMA)
(RFP 2023-01)**

Please note the following changes, additions, deletions and/or clarifications.

1. The Date for written questions due to GWMA has been changed to: February 10, 2023.
2. The Due Date for Proposals has been changed to 4:00 PM (PST) on February 24, 2023.

Release Date:	01/17/2023
Written Questions Due to GWMA:	02/10/2023
Proposal Due Date:	02/24/2023

3. Any inquiries/questions shall be submitted in writing. GWMA will not respond to any oral communications regarding the RFP or proposed work. Responses to questions will be posted on GWMA's website by Thursday, February 16, 2023.



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR FINANCIAL, ACCOUNTING AND INVESTMENT SERVICES FOR GATEWAY WATER MANAGEMENT AUTHORITY (GWMA) (RFP 2023-01)

Release Date:	01/17/2023
Written Questions Due to GWMA:	02/03/2023
Proposal Due Date:	02/17/2023

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Gateway Water Management Authority” or “GWMA”) invites proposals for the above-stated project and will receive such proposals electronically only up to the hour of **4:00 pm, Pacific Standard Time (PST) on Friday, February 17, 2023.**

PURPOSE:

The purpose of this Request for Proposal is to establish a contract with a qualified individual or firm to provide GWMA assistance with general accounting, a quarterly review of the accounting and bank reconciliations, year-end adjusting entries needed for the audit, preparation of audit workpapers and assistance during the audit, assist with the budget preparation, prepare audit workpapers, and be available for accounting questions as needed. GWMA currently utilizes Quickbooks Online Plus accounting software to track and organize its financial information using its own paid subscription. Selected candidate must have reliable access to be able to review Quickbooks Online Plus account.

BACKGROUND:

GWMA is a Joint Powers Authority (JPA) for a coalition of 25 cities, three public water agencies and the Port of Long Beach. GWMA is responsible for the regional watershed planning needs of 2 million people in the Gateway Cities Region of Los Angeles County. GWMA is an interdependent, local government administered by one appointed representative from each member city/agency. GWMA also relies on a 3-member Executive Committee (Chair, Vice-Chair and Secretary/Treasurer) to assist and provide guidance to the GWMA staff for the coordination of activities.

Members of GWMA are: the cities of Artesia, 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, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District, Long Beach Water Department, Water Replenishment District of Southern California and the Port of Long Beach.



GWMA STAFFING

The Agency retains the services of Koa Consulting, Inc. for its staffing. Currently, Koa Consulting provides services of an Executive Officer, a Program Administrative Manager, and Grant Funding Strategist.

GWMA serves as the fiscal agent for many regional projects and watershed groups. The fiscal and accounting workload has grown with the number of grants, Memorandum of Understandings and contracts managed by GWMA. GWMA staff provides the day-to-day accounting and bookkeeping services. The Agency chart of accounts includes approximately 100-line item accounts and it is estimated that the Agency processes about 30-40 entries per month. The adopted GWMA Fiscal Year 2022-2023 Budget is attached. It includes dues from 29 members of \$404,500 and a projected ending fund balance of \$741,066.

FINANCIAL SERVICES:

GWMA is seeking a professional accountant/accounting firm to provide oversight and expertise to support the GWMA staff to ensure standard accounting practices are followed.

The following is a list, but not necessarily limited to, of services being sought by proposer:

- Provide ongoing financial and accounting advice on all aspects of the accounting systems, policies and practices to GWMA staff.
- Assist with the process and coordination for annual general and/or single audits; and potential grant audits.
- Monitor, test and suggest improvements of internal controls.
- Review and approve the bank reconciliations conducted by GWMA staff.
- Provide general oversight, and monitor financial transactions (Similar to an internal audit function).
- If requested, meet periodically with the GWMA Executive Board to report on the agency's financial status (may be virtual or in person).

As stated previously, GWMA currently utilizes Quickbooks Online Plus accounting software to track and organize its financial information.

DURATION:

GWMA is soliciting the services of qualified firms or individuals to provide financial, accounting, investment services to the agency for a period of 24 to 36 months with an option to extend the services for two additional, one-year periods. These services would be as needed providing financial oversight and professional advice to the GWMA staff.



PROPOSAL INSTRUCTIONS:

Proposals must be prepared in conformance with the Instructions to Proposers.

GWMA reserves the rights to reject any or all proposals for any reason or no reason, to waive any irregularity in any proposals, and to take all proposals under advisement for a period of 30 days.

Cover Letter (to be attached to the front of the Proposal Packet):

- Proposal Letters shall be addressed as follows:
Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723
- Introduce yourself if an individual or your company and summarize your proposal in the cover letter. Include the name, address, email and telephone number of the person who will be the point of contact and is completely familiar with the proposal.
- The proposal cover letter shall be signed by an official authorized to bind the proposer contractually.

Proposer (Company) Information

- Owner's full name and address and year proposer services or company began.
- Names of subsidiaries or parent company, if applicable.
- Individual or Company Background.
- Individual or Company Qualification and Experience related to providing service to public entities and water agencies.
- List all related certifications and licenses to practice in California.

Staffing and Qualifications

- Name and resume of the main individual(s) assigned to work with GWMA Staff.
 - Include Education; Years of Experience, Years of Experience with current firm (if applicable), Description of Experiences with Similar Activities.
- GWMA will not consider or accept subcontractors as part of this contract to perform the accounting services and to work directly with GWMA staff.

Client References

- Provide a minimum of three (3) references, two (2) of which the assigned individual must have knowledge of public entity and grant funding accounting practices.



Scope of Services

- Provide scope of services, with approach and understanding. List assumptions.

Proposed Fee

- Cost details, including the hourly rates of each of the individuals who will perform services, all expenses and a total “not to exceed” annual amount.

Submission of a Proposal constitutes acceptance of Professional Services Agreement attached as Attachment A unless for exceptions that are noted with the submission and are approved by GWMA.

SOQs shall not be more than 15 pages. This includes the SOQ cover and Table of Contents.

SELECTION CRITERIA

The selection criteria used in awarding a contract or agreement for professional services as described above, all of which are required, shall include the following:

1. Qualifications of the individual(s) who will perform the tasks and the amounts of their respective participation;
2. Relevant experience (public agency and water) and strength of references;
3. Ability to perform tasks in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitive billing rates and the total not-to-exceed fee proposal.

SUBMISSION REQUIREMENTS AND DEADLINE

Proposals must be electronically delivered no later than February 17, 2023 at 4:00 PM (PST) to:

Ms. Traci Gleason
tgleason.gateway@gmail.com

Hardcopies will not be accepted.



ATTACHMENT A
PROFESSIONAL SERVICE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective <DATE> and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and <COMPANY NAME> (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

The parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall provide the services (the “Services”) described in the Scope of Services, attached as Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. GWMA may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant’s Proposal, the provisions of this Agreement shall control.

SECTION 2 - TIME FOR PERFORMANCE

The term of this Agreement shall commence on the effective date of this Agreement and expire on <EXPIRATION DATE> unless earlier terminated in accordance with the terms of this Agreement or extended by the Executive Officer or GWMA Chair. GWMA may, at its option, extend this Agreement for two (2) additional one year terms upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the Term. In no event shall this Agreement be extended beyond <TWO YEARS AFTER EXPIRATION DATE>. Such extension shall be at the same price and conditions as set forth herein.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit A. In no event shall Consultant be paid more than <AMOUNT> (\$<NUMERIC AMOUNT>) per year for all such Services, based on a time and materials not-to-exceed basis, as set forth in Exhibit A.

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

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

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

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents,

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

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

SECTION 9 - INSURANCE

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

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

endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

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

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

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

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

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

SECTION 10 - TERMINATION

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

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days’ written notice to GWMA only in the event of a material default by GWMA, which default GWMA

has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

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

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

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

If to GWMA: Gateway Water Management Authority
Attn: Grace Kast
16401 Paramount Blvd.
Paramount, CA 90723
gracekast.gateway@gmail.com

If to Consultant: <NAME>
<ADDRESS>
<EMAIL>

SECTION 14 - COMPLIANCE WITH LAWS

The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement. GWMA and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

SECTION 15 - INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to GWMA a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of GWMA. Neither GWMA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of GWMA.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GWMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GWMA. GWMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder

SECTION 16 – WAIVER

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

SECTION 17 - ATTORNEY'S FEES

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

SECTION 18 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

SECTION 19 - ASSIGNMENT AND DELEGATION

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

SECTION 20 - MODIFICATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - CORPORATE AUTHORITY

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

SECTION 23 - EXHIBITS

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

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

<COMPANY NAME>

By: _____

Name: Adriana Figueroa

Title: Chair

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Nicholas R. Ghirelli

Title: General Counsel

PROFESSIONAL SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective May 1, 2023 and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and CA Consulting Services, LLC (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

The parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall provide the services (the “Services”) described in the Scope of Services, attached as Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. GWMA may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant’s Proposal, the provisions of this Agreement shall control.

SECTION 2 - TIME FOR PERFORMANCE

The term of this Agreement shall commence on the effective date of this Agreement and expire on April 30, 2025 unless earlier terminated in accordance with the terms of this Agreement or extended by the Executive Officer or GWMA Chair. GWMA may, at its option, extend this Agreement for two (1) additional one-year terms upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the Term. In no event shall this Agreement be extended beyond April 30, 2027. Such extension shall be at the same price and conditions as set forth herein.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rate set forth in the proposal dated February 23, 2023, attached hereto as Exhibit A. In no event shall Consultant be paid more than twenty-one thousand dollars and zero cents (\$21,000.00) per year for all such Services, based on a time and materials not-to-exceed basis, as set forth in Exhibit A.

Consultant shall perform the Services for the amount(s) listed for each scope of work. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Executive Officer or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Executive Officer or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: CA Consulting Services, LLC, 17920 E. Payson Street, Azusa, CA 91702.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

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

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

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

SECTION 9 - INSURANCE

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

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

from general liability insurance) used by the Consultant (whether owned, non-owned, hired or scheduled). The Consultant's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and

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

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

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

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

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

SECTION 10 - TERMINATION

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

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

SECTION 11 - DEFAULT.

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

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

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

If to GWMA:	Gateway Water Management Authority Attn: Grace J. Kast 16401 Paramount Blvd. Paramount, CA 90723 gracekast.gateway@gmail.com
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If to Consultant: CA Consulting Services, LLC
Attn: Angel Castellanos
17920 E. Payson Street
Azusa, CA 91702
acastellanos@caconsultingservices.com

SECTION 14 - COMPLIANCE WITH LAWS

The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement. GWMA and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

SECTION 15 - INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to GWMA a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of GWMA. Neither GWMA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of GWMA.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GWMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GWMA. GWMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder

SECTION 16 — WAIVER

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

SECTION 17 - ATTORNEY'S FEES

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

SECTION 18 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

SECTION 19 - ASSIGNMENT AND DELEGATION

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

SECTION 20 - MODIFICATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - CORPORATE AUTHORITY

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

SECTION 23 - EXHIBITS

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

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

<COMPANY NAME>

By: _____

Name: Adriana Figueroa

Title: Chair

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Nicholas R. Ghirelli

Title: General Counsel



February 23, 2023

Ms. Traci Gleason
Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723

Subject: Letter Proposal for Gateway Water Management Authority

Dear Ms. Gleason,

CA Consulting Services LLC (CA Consulting) is pleased to provide this letter proposal to support the Gateway Water Management Authority (GWMA) with accounting and financial advice support services. CA Consulting is a minority owned and a certified Small Business Enterprise (SBE) with a diverse workforce. We understand that GWMA is seeking a professional accountant to provide oversight and expertise to support the GWMA staff to ensure standard accounting practices are followed. CA Consulting has experience providing such services to various other companies and entities including but not limited to accounting systems implementation, development of accounting policies, budget management, audit augmentation support, general ledger administration and re-design, general accounting review and oversight. The team is prepared to work remotely, and report directly to the GWMA team and staff members as designated and assigned.

Unique Qualifications

Ms. Maritza Cardenas, Senior Associate has over 20 years accounting experience working with various CPA firms as a senior accountant and has worked on accounting compilations, reviews, and audits on similar assignments and is familiar with accounting practices and accounting procedures and implementations. Because of this direct experience, our firm is qualified to perform the work with a minimal learning curve. The experience and the past projects Ms. Cardenas has completed make her an excellent candidate to efficiently complete the work on time and within budget.

Candidate Relevant Experience

- ✓ Jones & Malhotra, CPA's
- ✓ Lucia & Co. CPA's Inc.
- ✓ Montgomery Niemeyer & Company LLP

References

- ✓ Mary H. Saenz – Director of Finance – San Gabriel Basin Water Quality Authority (626) 338-5555
- ✓ Thomas Holliman, President, Thomas Holliman and Associates, Inc., (909) 573-6802
- ✓ Tyson Atwood, P.E., QSD – Senior Director VP., Anser Advisor, (805) 459-7697

Proposed Team

Sr. Associate - Ms. Maritza Cardenas

Ms. Cardenas will serve as the Sr. Associate supporting GWMA with coordination with executive staff with financial and accounting advice, general ledger assistance, review of data and supervision, develop and monitor improvements of internal controls, bank reconciliations and provide any additional oversight as requested by GWMA management. With more than 20 years of industry experience, Ms. Cardenas has both public and private corporate experience including the following:

AAPCO Plumbing and Heating – General accounting services, bank reconciliation, month-end close, tax planning.

EH Racing, LLC – Monthly Accounting Services, bank reconciliations, payroll reconciliations, credit card processing and reconciliations, month-end close, internal financial report preparation, tax planning.

CV-Link – Finance Administration and Project Coordination working with Caltrans Procedures and Multiple Agencies

Ethos Design LLC & Lounge 22 LLC – General accounting services, payroll preparation and reconciliation, accounts payable, accounts receivable and general journal assistance and maintenance

Scope of Work and Fee Proposal

CA Consulting will support the GWMA QuickBooks Online Plus accounting system to and provide the accounting supervision to track and organize the financial information. Provide necessary supervision of internally provided bank reconciliations, develop procedures and adhere to all internal controls. CA Consulting will also provide assistance in budget development and management, audit schedules preparation and coordination with external auditors for the preparation of audits including but not limited to financial statement audits, grant audits and single audits as necessary.



- General Finance Administration Support
- Coordination of annual general ledger maintenance
- Assistance with all audits
- Internal Control adherence and development of procedures as necessary
- Review and approve internal documentation
- Provide general accounting oversight
- Attend meeting and prepare presentations as necessary

Hourly Rates

Ms. Maritza Cardenas - Senior Associate \$140/hour

Proposed Budget

Classification	Rate	Hours	Amount
Sr. Associate	\$140	150	\$21,000

Based on our past experience, we have assumed a total of 150 annual hours (approximately 13 hours monthly) per the Request for Proposals. CA Consulting proposes a **not to exceed amount of \$21,000** with a term of two years. We are flexible and are happy to discuss our level of effort.

We look forward to a successful endeavor and are fully positioned to begin work with you on this contract. Should you have any questions on this proposal or require additional information, please do not hesitate to contact me directly at 626-391-3503 or email us at acastellanos@caconsultservices.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Angel F. Castellanos'.

Angel F. Castellanos
President



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

April 13, 2023

**AGENDA ITEM 10 – Discussion/Action Regarding Professional Services
Agreements between GWMA and John L. Hunter & Associates,
Inc. for the Lower Los Angeles River Watershed Group and the
Lower San Gabriel River Watershed Group**

SUMMARY:

The two Agreements between GWMA and John L. Hunter & Associates, Inc. “JLHA” for the Lower Los Angeles River (LLAR) Watershed Management and Coordinated Integrated Monitoring Program (CIMP) Implementation and Monitoring, and the Lower San Gabriel River (LSGR) Watershed Management and CIMP Implementation and Monitoring services expires on June 30, 2023. Both watershed groups have requested that GWMA enter into agreements with JLHA to continue to provide the requested services.

BACKGROUND:

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

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

In 2020, per both watershed groups request, the GWMA Board approved entering into a new PSA with JLHA for LLAR Watershed Management and CIMP Implementation Services and LSGR Watershed Management and CIMP Implementation Services, with the term expiring June 30, 2023.

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DISCUSSION:

Per the watershed groups requests, John L. Hunter & Associates prepared two proposals as shown below. A third proposal was also received which was for the Harbor Toxics Upstream Monitoring. This third contract and its related agreements with 60+ permit cities in LA County requires additional time to review and will be brought to the Board at the next regular Board Meeting.

- 1) Watershed Management Program Assistance for the LLAR Watershed Group. The three major tasks defined in the proposal are: Watershed Management, CIMP Implementation and Reporting, WMP/MS4 Permit Assistance. The proposal is for a period of three (3) years from July 1, 2023 to June 30, 2026. The estimated costs are \$696,028 for Year 1, \$676,821 for Year 2, and \$700,599 for Year 3, for a total not-to-exceed amount of \$2,073,448.00.

LLAR Watershed Group approved the proposal on February 27, 2023.

- 2) Watershed Management Program Assistance for the LSGR Watershed Group. The three major tasks defined in the proposal are: Watershed Management, CIMP Implementation and Reporting, WMP/MS4 Permit Assistance. The proposal is for a period of three (3) years from July 1, 2020 to June 30, 2023. Services can be extended for an additional two years upon formal approval by the LSGR Watershed Group and GWMA. The estimated costs are \$724,440 for Year 1, \$677,026 for Year 2, and \$717,689 for Year 3, for a total not-to-exceed amount of \$2,119,155.00.

LSGR Watershed Group approved the proposal on March 16, 2023.

ADDITIONAL NOTES

1. Per Section D.2 - Sole Source of the GWMA Goods and Services Policy adopted on June 9, 2016, "A sole source contract may be requested by a watershed group under an MOU with GWMA."
2. All invoices submitted by JLHA to GWMA for LLAR and LSGR work are reviewed and approved by both watershed groups or their respective Chairs prior to submission to GWMA. Thereafter, the Executive Officer and the Board Treasurer review and approve the invoices before adding them to the GWMA warrant register for Board approval.
3. Rather than executing additional amendments, it is staff's recommendation to create a clear path forward and enter into three new PSAs in support of each of the three proposals.
4. Legal Counsel developed and approved both PSAs for JLHA services.

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FISCAL IMPACT:

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

RECOMMENDATION:

- a. Approve entering into the Professional Services Agreement “PSA” with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,073,448.00 for LLAR Watershed Management and CIMP Implementation Services and authorize the Chair to Execute the PSA.
- b. Approve entering into the Professional Services Agreement “PSA” with John L. Hunter & Associates, Inc., in an amount not-to-exceed \$2,119,155.00 for LSGR Watershed Management and CIMP Implementation Services, contingent upon final approval by the LSGR Watershed Group; and authorize the Chair to Execute the PSA once written approval is received from LSGR Group.

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PROFESSIONAL SERVICES AGREEMENT
LOWER LOS ANGELES RIVER WATERSHED GROUP
WMP AND CIMP MANAGEMENT AND MONITORING SERVICES
2023 - 2026

This Professional Services Agreement (“Agreement”) is dated and effective July 1, 2023, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

A. Since October 10, 2013, GWMA and Consultant have been parties to a professional services agreement for services relating to the development and management of a watershed management program (WMP) and coordinated integrated monitoring program (CIMP) for the Lower Los Angeles River Watershed Group (“Group”). The most recent agreement was entered into as of July 1, 2020.

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

C. The Group prepared the WMP and CIMP in order to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, NPDES Permit No. CAS004001, issued by the Regional Water Quality Control Board, Los Angeles Region. In 2021, the Regional Water Quality Control Board reissued the permit by the adoption of Order No. R4-2021-0105 (“MS4 Permit”). The MS4 Permit continues to provide an alternative compliance option that utilizes the WMP and CIMP prepared by the Group.

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

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

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

G. The Parties desire to memorialize the terms and conditions of the Consultant’s services under this new Agreement, rather than further amending the July 1, 2020 agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

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

Consultant shall commence the Services on July 1, 2023 and shall perform all Services by applicable deadlines established under the MS4 Permit, the approved WMP and CIMP, and the Project Manager. If no deadline is established, then the Services shall be performed with reasonable diligence to ensure the Group members remain in compliance with the MS4 Permit.

SECTION 2 - TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2026, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than Two Million Seventy-Three Thousand Four Hundred Forty-Eight Dollars and Zero Cents (\$2,073,448.00) for all such Services, based on the estimated costs set forth in Exhibit B.

Consultant shall perform the Services for the amount(s) listed for each Service as listed in Exhibit B. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: John L. Hunter & Associates, 6131 Orangethorpe Avenue, #300, Buena Park, CA 90620.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

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

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents,

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

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

SECTION 9 - INSURANCE

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

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

Contractor (whether owned, non-owned, hired or scheduled). The Contractor's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and

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

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

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

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

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

SECTION 10 - TERMINATION

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

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

SECTION 11 - DEFAULT.

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

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

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

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

If to Consultant: John L. Hunter & Associates
Attn: John Hunter
6131 Orangethorpe Avenue, #300
Buena Park, CA 90620
Email: jhunter@Consultant.net

SECTION 14 - WAIVER

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

SECTION 15 - ATTORNEY'S FEES

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

SECTION 16 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties, including the October 10, 2013 and July 1, 2020 professional services agreements between the Parties and all amendments thereto.

SECTION 17 - ASSIGNMENT AND DELEGATION

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

SECTION 18 - MODIFICATION

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

SECTION 19 - GOVERNING LAW

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

SECTION 20 - SEVERABILITY

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

SECTION 21 - CORPORATE AUTHORITY

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

SECTION 22 - EXHIBITS

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

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

John L. Hunter & Associates, a California
Corporation

By: _____
Name: Adriana Figueroa
Title: Chair

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

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

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

EXHIBIT A SCOPE OF SERVICES

A. Watershed Management Group Administration

Consultant will facilitate and lead regular meetings and communication between Group members, Regional and State Water Boards, and other watershed groups and stakeholders. This task will include holding bimonthly meetings of the Group's technical committee, as well as scheduling, coordination, and preparing agenda and meeting minutes. Also included in this task is the development of MOA/MOU cost-shares for WMP and CIMP implementation activities. The Group may request that Consultant conduct additional as-needed Group administrative services that are not listed above.

Additional support for the tasks listed in this section may be conducted by a subcontractor. The Group will be asked to approve any other subcontractors selected by us prior to start of work.

B. Monitoring and Reporting Program Implementation

The Coordinated Integrated Monitoring Program (CIMP) was approved by the Regional Board during the summer of 2015. The Group is required to continue implementing the approved CIMP. CIMP monitoring will be conducted by subcontractor Kinnetic Environmental, Inc. (KEI). Tasks include equipment selection, procurement, and lease, permitting, station maintenance, sample control, dry weather sampling, wet weather sampling, TMDL monitoring, sample processing, chemical analyses, field data reporting, CIMP revisions, data validation and submissions, and biotic ligand model monitoring. Monitoring locations and sampling schedules will follow those listed in the approved CIMP. Consultant's CIMP Monitoring tasks include project management, CIMP revisions, and QA/QC of deliverables. KEI will also prepare the MS4 Permit Annual Monitoring Report and submit the semi-annual CIMP monitoring results, with assistance and oversight from Consultant.

With the assistance of KEI, Consultant will prepare the semi-annual WMP Progress Reports. This will include collecting and assessing WMP implementation data from participating agencies using the WRAMPS2 reporting system, as well as reporting on Group compliance with WMP deadlines.

Monitoring and reporting under the Trash Monitoring and Reporting Program (TMRP) will be implemented by Wood, with oversight and QA/QC of deliverables by Consultant.

Consultant will submit the draft Annual Monitoring Report, semi-Annual WMP Progress Reports, and the TMRP Annual Report to the Group with sufficient time for review by the Group members prior to the submission deadlines (June 15th for the 7/1 to 12/31 WMP Progress Report and CIMP monitoring results, and December 15th for the other Reports). KEI will submit the semi-annual CIMP monitoring results prior to the submission deadline (6/15 and 12/15). Consultant will incorporate GROUP comments and submit the final Annual Monitoring Report to the LA Water Board by this deadline.

Meeting the deadlines listed above is dependent upon receiving timely responses from Group members. Although Consultant will endeavor to prepare Annual Reports that comply with the requirements of the LA Water Board, their assessment of the Reports in terms of MS4 NPDES

Permit compliance depends on the information provided by the Group members. Additional outfall screening and source investigations may be required within the timeframe of the scope of work. A budgetary allotment is included for this service. Source investigations will be conducted by KEI or another qualified subcontractor approved by the Group.

Revisions to the CIMP were submitted prior to the start of services under this proposal. The LA Water Board may require changes to this revised CIMP prior to its approval. The Group may also decide to update the CIMP again within the timeframe of the scope of work. As such an as-needed annual budget for CIMP revisions is included in the cost estimate. KEI will prepare any revisions to the CIMP, with oversight by Consultant.

C. WMP Implementation Assistance

WMP implementation assistance tasks are included in this section of the scope of work.

1. Projects and Programs Development

This task is to support the ongoing development of stormwater capture projects and pollution prevention programs within the watershed. This includes identifying projects and preparing concept plans and feasibility studies for these projects. Work under this task may be completed by a qualified subcontractor approved by the Group.

2. WMP Revisions, Adaptive Management, RAA, and Report of Waste Discharge

Consultant will prepare the 2026 WMP Adaptive Management report and Report of Waste Discharge as outlined in the MS4 Permit. This includes preparing recommended changes to the WMP for consideration by the Group, incorporating any approved changes into the WMP, and resubmitting the WMP to the LA Water Board. This task may include completing a Reasonable Assurance Analysis (RAA) using updated data. Preparing an RAA is highly technical and specialized in nature, and as such Consultant will select a subcontractor approved by the Group for this task.

Consultant will submit the documents listed above with sufficient time for review by the Group members prior to the submission deadline of March 15, 2026. Consultant will incorporate Group comments and submit the final versions of the documents to the LA Water Board by this deadline.

3. Other WMP assistance activities

Implementing the WMP is the responsibility of individual Group members. However, the Group may request assistance with some WMP implementation activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. The Group will be asked to approve any other subcontractors selected by Consultant to provide WMP assistance prior to start of work.

EXHIBIT B APPROVED FEE SCHEDULE

3. Rate Schedule, Assumptions, and Estimated Costs

3.1. Rate Schedule¹

Principal	\$210 / hour
Director	\$185 / hour
Program Manager	\$185 / hour
Staff Engineer	\$185 / hour
Project Manager	\$175 / hour
Assistant Project Manager	\$160 / hour
Project Engineer	\$160 / hour
Compliance Specialist II	\$130 / hour
Project Analyst II	\$130 / hour
Compliance Specialist I	\$120 / hour
Project Analyst I	\$120 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$80 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

3.2. Estimated Not-to-Exceed Fee Proposal

Table 4 lists the annual not-to-exceed cost breakdown by task. Work will be conducted on a time and materials basis.

Table 4: Estimated Not-to-Exceed Costs

Task	Estimated Total from July 1, 2023 to June 30, 2024	Estimated Total from July 1, 2024 to June 30, 2025	Estimated Total from July 1, 2025 to June 30, 2026
SOW A Watershed Management Group Administration	\$ 105,993	\$ 108,113	\$ 110,276
SOW B Monitoring and Reporting Program Implementation and	\$ 384,387	\$ 400,246	\$ 394,993
SOW B.a CIMP monitoring and reporting (KEI)	\$ 286,514	\$ 310,616	\$ 303,570
SOW B.b CIMP program management (JLHA)	\$ 13,328	\$ 13,595	\$ 13,867
SOW B.c CIMP revisions	\$ 10,000	\$ -	\$ -
SOW B.d Semi-annual WMP progress reports (JLHA)	\$ 32,096	\$ 32,738	\$ 33,393
SOW B.e TMRP Monitoring and Reporting	\$ 42,448	\$ 43,297	\$ 44,163
SOW C WMP Implementation Assistance	\$ 205,648	\$ 168,461	\$ 195,330
SOW C.1 Projects and Programs Development	\$ 114,240	\$ 116,525	\$ 118,855
SOW C.2.a WMP revisions	\$ 25,000	\$ 10,000	\$ 10,000
SOW C.2.b RAA (contingency for RAA revisions)	\$ 25,000	\$ -	\$ -
SOW C.2.c Adaptive Management	\$ -	\$ -	\$ 12,000
SOW C.2.d ROWD	\$ -	\$ -	\$ 12,000
SOW C.3 Other WMP assistance activities	\$ 26,408	\$ 26,936	\$ 27,475
Contingencies As Necessary	\$ 15,000	\$ 15,000	\$ 15,000
Total Not to Exceed	\$ 696,028	\$ 676,821	\$ 700,599

Note: The timeframe of this proposal is for a period of three years from July 1, 2023 to June 30, 2026.

Services can be extended for an additional 2 years (through December 31, 2028) upon request.

PROFESSIONAL SERVICES AGREEMENT
LOWER SAN GABRIEL RIVER WATERSHED GROUP
WMP AND CIMP MANAGEMENT AND MONITORING SERVICES
2023 - 2026

This Professional Services Agreement (“Agreement”) is dated and effective July 1, 2023, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and John L. Hunter & Associates, Inc., a California corporation (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

A. Since October 10, 2013, GWMA and Consultant have been parties to a professional services agreement for services relating to the development and management of a watershed management program (WMP) and coordinated integrated monitoring program (CIMP) for the Lower San Gabriel River Watershed Group (“Group”). The most recent agreement was entered into as of July 1, 2020.

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

C. The Group prepared the WMP and CIMP in order to comply with the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, NPDES Permit No. CAS004001, issued by the Regional Water Quality Control Board, Los Angeles Region. In 2021, the Regional Water Quality Control Board reissued the permit by the adoption of Order No. R4-2021-0105 (“MS4 Permit”). The MS4 Permit continues to provide an alternative compliance option that utilizes the WMP and CIMP prepared by the Group.

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

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

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

G. The Parties desire to memorialize the terms and conditions of the Consultant’s services under this new Agreement, rather than further amending the July 1, 2020 agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

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

Consultant shall commence the Services on July 1, 2023 and shall perform all Services by applicable deadlines established under the MS4 Permit, the approved WMP and CIMP, and the Project Manager. If no deadline is established, then the Services shall be performed with reasonable diligence to ensure the Group members remain in compliance with the MS4 Permit.

SECTION 2 - TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2026, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

SECTION 3 - STANDARD OF PERFORMANCE

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

SECTION 4 - OWNERSHIP OF WORK PRODUCT

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

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than Two Million One Hundred Nineteen Thousand One Hundred Fifty-Five Dollars and Zero Cents (\$2,119,155.00) for all such Services, based on the estimated costs set forth in Exhibit B.

Consultant shall perform the Services for the amount(s) listed for each Service as listed in Exhibit B. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: John L. Hunter & Associates, 6131 Orangethorpe Avenue, #300, Buena Park, CA 90620.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

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

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents,

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

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

SECTION 9 - INSURANCE

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

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

Contractor (whether owned, non-owned, hired or scheduled). The Contractor's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and

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

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

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

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

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

SECTION 10 - TERMINATION

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

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

SECTION 11 - DEFAULT.

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

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

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

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

If to GWMA:	Gateway Water Management Authority Attn: Traci Gleason 16401 Paramount Blvd. Paramount, CA 90723 Email: tgleason.gateway@gmail.com
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If to Consultant: John L. Hunter & Associates
Attn: John Hunter
6131 Orangethorpe Avenue, #300
Buena Park, CA 90620
Email: jhunter@jlha.net

SECTION 14 - WAIVER

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

SECTION 15 - ATTORNEY'S FEES

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

SECTION 16 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties, including the October 10, 2013 and July 1, 2020 professional services agreements between the Parties and all amendments thereto.

SECTION 17 - ASSIGNMENT AND DELEGATION

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

SECTION 18 - MODIFICATION

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

SECTION 19 - GOVERNING LAW

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

SECTION 20 - SEVERABILITY

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

SECTION 21 - CORPORATE AUTHORITY

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

SECTION 22 - EXHIBITS

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

[SIGNATURE PAGE FOLLOWS]

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

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

John L. Hunter & Associates, a California
Corporation

By: _____
Name: Adriana Figueroa
Title: Chair

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

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

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

EXHIBIT A SCOPE OF SERVICES

A. Watershed Management Group Administration

Consultant will facilitate and lead regular meetings and communication between Group members, Regional and State Water Boards, and other watershed groups and stakeholders. This task will include holding bimonthly meetings of the Group's technical committee, as well as scheduling, coordination, and preparing agenda and meeting minutes. Also included in this task is the development of MOA/MOU cost-shares for WMP and CIMP implementation activities. The Group may request that Consultant conduct additional as-needed Group administrative services that are not listed above.

Additional support for the tasks listed in this section may be conducted by a subcontractor. The Group will be asked to approve any other subcontractors selected by us prior to start of work.

B. Monitoring and Reporting Program Implementation

The Coordinated Integrated Monitoring Program (CIMP) was approved by the Regional Board during the summer of 2015. The Group is required to continue implementing the approved CIMP. CIMP monitoring will be conducted by subcontractor Kinnetic Environmental, Inc. (KEI). Tasks include equipment selection, procurement, and lease, permitting, station maintenance, sample control, dry weather sampling, wet weather sampling, TMDL monitoring, sample processing, chemical analyses, field data reporting, CIMP revisions, data validation and submissions, and biotic ligand model monitoring. Monitoring locations and sampling schedules will follow those listed in the approved CIMP. Consultant's CIMP Monitoring tasks include project management, CIMP revisions, and QA/QC of deliverables. KEI will also prepare the MS4 Permit Annual Monitoring Report and submit the semi-annual CIMP monitoring results, with assistance and oversight from Consultant.

With the assistance of KEI, Consultant will prepare the semi-annual WMP Progress Reports. This will include collecting and assessing WMP implementation data from participating agencies using the WRAMPS2 reporting system, as well as reporting on Group compliance with WMP deadlines.

Consultant will submit the draft Annual Monitoring Report, semi-Annual WMP Progress Reports, and the TMRP Annual Report to the Group with sufficient time for review by the Group members prior to the submission deadlines (June 15th for the 7/1 to 12/31 WMP Progress Report and CIMP monitoring results, and December 15th for the other Reports). KEI will submit the semi-annual CIMP monitoring results prior to the submission deadline (6/15 and 12/15). Consultant will incorporate GROUP comments and submit the final Annual Monitoring Report to the LA Water Board by this deadline.

Meeting the deadlines listed above is dependent upon receiving timely responses from Group members. Although Consultant will endeavor to prepare Annual Reports that comply with the requirements of the LA Water Board, their assessment of the Reports in terms of MS4 NPDES Permit compliance depends on the information provided by the Group members. Additional outfall screening and source investigations may be required within the timeframe of the scope of

work. A budgetary allotment is included for this service. Source investigations will be conducted by KEI or another qualified subcontractor approved by the Group.

Revisions to the CIMP were submitted prior to the start of services under this proposal. The LA Water Board may require changes to this revised CIMP prior to its approval. The Group may also decide to update the CIMP again within the timeframe of the scope of work. As such an as-needed annual budget for CIMP revisions is included in the cost estimate. KEI will prepare any revisions to the CIMP, with oversight by Consultant.

C. WMP Implementation Assistance

WMP implementation assistance tasks are included in this section of the scope of work.

1. Projects and Programs Development

This task is to support the ongoing development of stormwater capture projects and pollution prevention programs within the watershed. This includes identifying projects and preparing concept plans and feasibility studies for these projects. Work under this task may be completed by a qualified subcontractor approved by the Group.

2. WMP Revisions, Adaptive Management, RAA, and Report of Waste Discharge

Consultant will prepare the 2026 WMP Adaptive Management report and Report of Waste Discharge as outlined in the MS4 Permit. This includes preparing recommended changes to the WMP for consideration by the Group, incorporating any approved changes into the WMP, and resubmitting the WMP to the LA Water Board. This task may include completing a Reasonable Assurance Analysis (RAA) using updated data. Preparing an RAA is highly technical and specialized in nature, and as such Consultant will select a subcontractor approved by the Group for this task.

Consultant will submit the documents listed above with sufficient time for review by the Group members prior to the submission deadline of March 15, 2026. Consultant will incorporate Group comments and submit the final versions of the documents to the LA Water Board by this deadline.

3. Other WMP assistance activities

Implementing the WMP is the responsibility of individual Group members. However, the Group may request assistance with some WMP implementation activities not already listed in this scope of work. A budgetary allotment is included for these additional support services. It is expected that as implementation progresses, tasks may be changed, shifted or additional tasks may be required. The Group will be asked to approve any other subcontractors selected by Consultant to provide WMP assistance prior to start of work.

EXHIBIT B APPROVED FEE SCHEDULE

3. Rate Schedule, Assumptions, and Estimated Costs

3.1. Rate Schedule¹

Principal	\$210 / hour
Director	\$185 / hour
Program Manager	\$185 / hour
Staff Engineer	\$185 / hour
Project Manager	\$175 / hour
Assistant Project Manager	\$160 / hour
Project Engineer	\$160 / hour
Compliance Specialist II	\$130 / hour
Project Analyst II	\$130 / hour
Compliance Specialist I	\$120 / hour
Project Analyst I	\$120 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$80 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

3.2. Estimated Not-to-Exceed Fee Proposal

Table 4 lists the annual not-to-exceed cost breakdown by task. Work will be conducted on a time and materials basis.

Table 4: Estimated Not-to-Exceed Costs

Task	Estimated Total from July 1, 2023 to June 30, 2024	Estimated Total from July 1, 2024 to June 30, 2025	Estimated Total from July 1, 2025 to June 30, 2026
SOW A Watershed Management Group Administration	\$ 105,993	\$ 108,113	\$ 110,276
SOW B Monitoring and Reporting Program Implementation and	\$ 417,982	\$ 405,739	\$ 417,476
SOW B.a CIMP monitoring and reporting (KEI)	\$ 370,228	\$ 367,230	\$ 378,197
SOW B.b CIMP program management (JLHA)	\$ 16,822	\$ 17,158	\$ 17,501
SOW B.c CIMP revisions	\$ 10,000	\$ -	\$ -
SOW B.d Semi-annual WMP progress reports (JLHA)	\$ 20,932	\$ 21,351	\$ 21,778
SOW C WMP Implementation Assistance	\$ 200,464	\$ 163,173	\$ 189,937
SOW C.1 Projects and Programs Development	\$ 114,240	\$ 116,525	\$ 118,855
SOW C.2.a WMP revisions	\$ 25,000	\$ 10,000	\$ 10,000
SOW C.2.b RAA (contingency for RAA revisions)	\$ 25,000	\$ -	\$ -
SOW C.2.c Adaptive Management	\$ -	\$ -	\$ 12,000
SOW C.2.d ROWD	\$ -	\$ -	\$ 12,000
SOW C.3 Other WMP assistance activities	\$ 21,224	\$ 21,649	\$ 22,082
Contingencies As Necessary	\$ 15,000	\$ 15,000	\$ 15,000
Total Not to Exceed	\$ 724,440	\$ 677,026	\$ 717,689

Note: The timeframe of this proposal is for a period of three years from July 1, 2023 to June 30, 2026.

Services can be extended for an additional 2 years (through December 31, 2028) upon request.



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

April 13, 2023

AGENDA ITEM 11 – GWMA Regional Green Street Project Application

BACKGROUND:

In 2021, the Gateway Water Management Authority (GWMA) Board competitively selected Craftwater Engineering to develop a regional small-scale stormwater capture program and to prepare one grant application. Craftwater was tasked with soliciting interest from member agencies for a regional project; review and recommend eligible grant programs; and prepare and submit a grant application. Based on member survey results, potential regional stormwater projects included stormwater capture projects, potential LID parking lot improvements, or a potential green street implementation project. In December 2022, Craftwater met with GWMA staff to discuss potentially doing a smaller scale green street demonstration program to implement green street elements (bioswales, tree wells, and permeable pavement) and apply for the Clean California Local Grant Program, Round 2. The initial program budget including design would be \$4.5M. The project concept includes using standard templates for installation for various cities.

DISCUSSION:

The Clean California Local Grant Program, is administered by the California Department of Transportation. Eligible projects are infrastructure or non-infrastructure projects that reduce litter, beautify public spaces, improve public health, and foster place-making. Cycle 2 of the program will provide approximately \$100 million in grant funding to local communities. The grant program guidelines recognize and provide for the diverse funding needs of potential applicants throughout the state. The local match component ranges from 0% to 50% of the grant amount request. All program funds will benefit underserved communities. The maximum grant amount request is \$5 million. Projects must be delivered by June 30, 2026.

Based on this opportunity, Craftwater began re-contacting the cities to determine their interest and their project alignment with the Clean California Grant. The City of Vernon, City of Bellflower, and City of Long Beach have expressed interest. The objective of the regional program is to install green street components, such as bioretention tree wells, and bioswales to treat stormwater runoff from paved roadways and urbanized areas within these cities. The green street demonstration project includes the installation of 60 bioretention tree wells and 14 bioswales. The installation of these stormwater treatment systems provides water quality treatment benefits for the Los Angeles River, and for the Los Cerritos Channel.

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

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

With Technical Support From The Sanitation Districts Of Los Angeles County

FISCAL IMPACT:

None at this time. If awarded, Staff will bring a legal agreement between the State and GWMA to the Board for approval in addition to Sub-recipient Agreements with the participating city members. In accordance with GWMA Board Policy, once the legal agreements are executed, GWMA's administrative costs of 5% will be covered by Clean California Grant Funds.

RECOMMENDATION:

- a. Authorize the Executive Officer Grace to sign and submit the Clean California Grant Application for a regional green street demonstration program.

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MEMO

TO: Gateway Water Management Authority

CC: Bernardo Iniguez, City of Bellflower
Joseph Killa, City of Long Beach
Daniel Wall, City of Vernon

FROM: Oliver Galang, Craftwater Engineering

SUBJECT: Regional Stormwater Grant: Green Street Demo Project in Bellflower, Long Beach and Vernon

DATE: April 5, 2023

I.0 PROJECT DESCRIPTION

The Gateway Water Management Authority (GWMA) is acting as the lead agency on behalf of the Cities of Bellflower and Vernon to implement green street components. The objective is to install and demonstrate stormwater treatment systems within the Cities of Bellflower, Long Beach, and Vernon. The green street demonstration project includes the installation of bioretention tree wells, and bioswales. The installation of these stormwater treatment systems provides water quality treatment benefits for the Los Angeles River and for the Los Cerritos Channel.

The following are the project locations:

City of Bellflower

- Lakewood Boulevard, from Alondra Boulevard to Rose Ave
- Artesia Boulevard, from Woodruff to Downey Ave

City of Long Beach

- Studebaker Road, from the 22 Freeway to 2nd Street

City of Vernon

- Bandini Road, Soto to Penington
- District Boulevard, Downey to Atlantic
- Downey Road, 26th to Fruitland
- 26th Street, Santa Fe to Downey

2.0 PROJECT GOAL

The goal of this project is to install green street components, such as bioretention tree wells, and bioswales to treat stormwater runoff from paved roadways and urbanized areas.

3.0 PROJECT PARTICIPANTS

- City of Bellflower Public Works
- City of Long Beach, Public Works
- City of Vernon Public Works

4.0 PROJECT BUDGET

The Project Cost Budget

Item	Description	Qty	Unit Cost	Cost
Construction Costs				
1	Bioretention Tree Wells	40	\$ 20,000	\$ 800,000
2	Bioswales and Native Landscaping	28	\$ 100,000	\$ 2,800,000
3	Trash Bins and Signs at Bus Stop Shelters	2	\$ 5,000	\$ 10,000
4	Art Installations	2	\$ 50,000	\$ 100,000
5	Bus Bench replacement	2	\$ 10,000	\$ 20,000
			Subtotal	\$ 3,730,000
Soft Costs				
			Design Services	\$ 484,900
			Project Management	\$ 149,200
			Construction Management	\$ 373,000
			Grant Administration	\$ 236,855
			TOTAL BUDGET	\$ 4,973,955