



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

AGENDA

**Regular Meeting of the Board of Directors
Thursday, April 11, 2024 at 12:00 PM**

Progress Park Plaza, 15500 Downey Avenue, Paramount, CA

***Board Member Gorecki will attend via Teleconference
Teleconference Location
9944 Flora Vista Street, Bellflower, CA 90706***

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

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.
- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of January 11, 2024 (Enclosure).
 - b. Ratify the Warrant Register for February and March 2024 and Approve the Warrant Register for April 2024 (Enclosures).
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Discussion/Action Regarding Direct and Indirect Administrative Fees for Fiscal Year (FY) 2024-2025 (Enclosures)**
 - a. Approve FY 2024-2025 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 2024-2025 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 2024-2025 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.

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



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

Page 2 of 3

7. Discussion/Action Regarding GWMA Membership Reduced Dues for FY 2024-2025 (Enclosures)

- a. Approve reduced dues for FY 2024-2025 for the following:
 1. Bell = \$7,500
 2. Bellflower = \$7,500
 3. Cudahy = \$7,500

8. Discussion/Action Regarding GWMA FY 2024-2025 Operating Budget (Enclosures) – SUPER MAJORITY NEEDED

- a. Approve the Annual Membership Dues of \$15,000 (Except for Board approved reduced membership dues).
- b. Adopt the GWMA FY 2024-2025 Operating Budget, as presented.

9. Discussion/Action Regarding GWMA Audit for FY 2022-2023 (Enclosures)

- a. Receive and File the Annual Audited Financial Statement for FY 2022-2023, as presented.

10. Discussion/Action Regarding Audit Engagement for FY 2023-2024 (Enclosures)

- a. Authorize C.J. Brown & Company CPA to conduct GWMA's FY 2023-2024 audit in an amount not to exceed \$11,725.

11. Discussion/Action Regarding Safe Clean Water Program Transfer Agreement for Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study for Lower San Gabriel River Watershed Area Steering Committees, Resolutions to Authorize Execution of the Transfer Agreement, and Notice-To-Proceed for Craftwater Engineering to Conduct the Scientific Study (Enclosures)

- a. Adopt Resolution No. 24-02, approving the SCWP Transfer Agreement for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;
- b. Authorize the Executive Officer to issue a Notice-to-Proceed to Craftwater Engineering to conduct the Scope of Work per Craftwater Engineering's proposal for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study in an amount not to exceed \$451,250 and presented, using the On-Call Consultant Professional Services Agreement on file.

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



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

Page 3 of 3

- 12. Discussion/Action Regarding the Third Amendment to the Memorandum Of Understanding (MOU) for the Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group (Enclosures)**
 - a. Approve the Third Amendment to the MOU and authorize the Chair to execute the MOU Amendment.

- 13. Discussion/Action Regarding Administration and Cost Sharing for Harbor Toxics Downstream, Agreement Template with Individual Permit Holders, and the Third Amendment to the Professional Services Agreement with Anchor QEA, LLC. (Enclosures)**
 - a. Approve the First Amendment to the Memorandum of Understanding for administration and cost sharing for implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads, and authorize the Chair to execute the MOU Amendment.
 - b. Approve agreement template between GWMA and Individual or General National Pollutant Discharge Elimination System Permit Holders, and authorize the Chair to execute agreements, contingent upon non-material changes approved by legal counsel.
 - c. Approve Third Amendment to the Professional Services Agreement between GWMA and Anchor QEA, LLC for the Harbor Toxic Downstream Group to increase the amount of the contract by \$2,967,000 to cover the extended term, incorporate Consultant's proposed rate sheet into the Agreement and to amend the Services set forth in Exhibit A of the Agreement.

- 14. Update Regarding Regional Stormwater Operation and Maintenance Services**

- 15. General Discussion Regarding Issues related to Drinking Water Operating Permits**

- 16. Safe Clean Water Program – Oral Report**
 - a. Lower San Gabriel River “LSGR” WASC Chair – Melissa You
 - b. Lower Los Angeles River “LLAR” WASC Chair – Madeline Chen

- 17. Executive Officer’s Oral Report**

- 18. Directors’ Oral Comments/Reports**

- 19. Adjournment to Regular Board Meeting on July 11, 2024 at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA**

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

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
THURSDAY, JANUARY 11, 2024**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, January 11, 2024, at 12:00 p.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Chair Adriana Figueroa called the meeting to order at 12:17 p.m. Roll was called by Ms. Madeline Anderson and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Veronica Sanchez	Bell Gardens
Madeline Chen (alternate)	Central Basin Municipal Water District
Gina Nila	Commerce
Dan Mueller (alternate)	Downey
Samantha Leyva (alternate)	Huntington Park
Mark Stowell	La Mirada
Konya Vivanti (alternate)	Lakewood
Melissa You	Long Beach
Diana Tang	Long Beach Utilities
Pamela Torres (alternate)	Lynwood
Jerry Gomez	Maywood
Rita Montalvo	Montebello
Adriana Figueroa	Paramount
Sarina Morales Choate (alternate)	Santa Fe Springs
Thomas Bekele	Signal Hill
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
Madeline Anderson	Koa Consulting
Kaitlyn Allen	Lakewood
Asha Kreiling	Water Replenishment District
Jackie Ramirez	Water Replenishment District
Yoshi Andersen	Geosyntec Consultants
Brad Wardynski	Craftwater Engineering
Chad Helmle	Craftwater Engineering
John Hunter	John L. Hunter & Associates

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director E. Rojas moved to approve the consent calendar.

The motion was seconded by Director Stowell and was approved by the following voice vote:

AYES: Chen, Mueller, Levya, Stowell, Vivanti, You, Tang, Torres, Gomez, Morales Choate, Bekele, E. Rojas, Smith

NOES: None

ABSTAIN: Nila, Montalvo, Figueroa, Sanchez

ITEM 6 - PRESENTATION – PFOS/PFOA LITIGATION AND REGULATORY UPDATE – NICHOLAS GHIRELLI, RICHARDS WATSON & GERSHON

Nicholas Ghirelli from Richards Watson & Gershon led a presentation on PFOS/PFOA and the current regulatory update. He discussed the two distinct types of chemicals, PFOA and PFOS (“PFAS”), which have been identified as contributors to adverse health effects. These chemicals are found in firefighting foam and after the foam is washed away, it leads to soil contamination and the subsequent impact on groundwater in central basin communities. These chemicals, often referred to as “forever chemicals,” pose long-term environmental and health risks. The gravity of the situation was emphasized through the revelation that PFAS contamination has affected a significant number of individuals and communities.

Mr. Ghirelli also provided a comprehensive update on ongoing litigation related to PFAS. He discussed two major class action settlement agreements involving prominent companies, 3M and Dupont. The settlements, ranging between 10.5 and 12.5 billion dollars, aim to address damages for cleanup and remediation of groundwater sources. All 14,000+ potential class members have been consolidated into one court in South Carolina, streamlining the legal process. It was noted that in accepting the settlement, individuals forfeit their right to sue in the future, with certain exceptions. The presentation also highlighted the classification of PFAS as hazardous, necessitating mandatory testing for PFAS in most water systems and future laws around doing so.

ITEM 7 – PRESENTATION – GATEWAY AREA PATHFINDING (GAP) ANALYSIS: SCWP-FUNDED SCIENTIFIC STUDY UPDATE – BRAD WARDYNSKI, THOM EPPS, CHAD HELMLE, CRAFTWATER ENGINEERING

Brad Wardynski of Craftwater Engineering gave a thorough presentation on the Gateway Area Pathfinding (GAP) Analysis Scientific Study. The focus of the presentation was providing a progress update and exploring high-impact opportunities with potential upstream and downstream benefits to the watershed. The objective is to translate gathered information into guidance for funding submissions. In Phase 1, the outcomes were presented, emphasizing the opportunity

dashboard, and feedback was sought for potential additions. The ongoing Phase 2 aims to expand the analysis, looking at the entire watershed over a longer-term horizon (5 to 50 years). The study concentrates on water quality and water supply, examining both upstream and downstream aspects.

During the meeting, Mr. Wardynski presented examples of studies, highlighting their relevance to other projects upstream and downstream, including the associated benefits and net benefits of these projects. Craftwater has introduced a comparison against watershed management compliancy metrics, offering insights into compliance from a Water Management Plan (WMP) water quality perspective. This includes evaluating volume versus water received, providing valuable information on how projects can contribute to the water quality program. Mr. Wardynski also discussed a memo in the agenda packet and requested comments from the GWMA Cities on identifying gaps, selecting metrics, and exploring long-term implementation pathways.

ITEM 8 - PRESENTATION – IMPACT OF COMMERCIAL , INDUSTRIAL AND INSTITUTIONAL (CII) PERMIT ON LOS CERRITOS CHANNEL – RICHARD WATSON, RICHARD WATSON & ASSOCIATES

Richard Watson was not present at the meeting, but the PDF of the presentation was provided to all attendees in the agenda packet. This presentation will be deferred to the next meeting.

ITEM 9 - DISCUSSION/ACTION REGARDING RECURRING BOARD MEETING DATES

Ms. Kast led a discussion on setting recurring board meeting dates based on the poll sent out to all members. Based on the results, the majority of cities preferred meetings set for the second week of the month with a quarterly cadence. The proposed months were January, April, July, and October. These months avoid major holidays. There will still be opportunities to have special meetings when and if needed.

Director E. Rojas moved to approve the following recommendations:

- a. Adopt Resolution No. 24-01, as presented, A Resolution of the Board of Directors of the Gateway Water Management Authority Changing the Recurrence of Regular Board Meetings.

The motion was seconded by Director Nila, and the actions were approved by the following voice vote:

AYES: Chen, Mueller, Levya, Stowell, Vivanti, You, Tang, Torres, Gomez, Morales Choate, Bekele, E. Rojas, Smith, Nila, Montalvo, Figueroa, Sanchez

NOES: None

ABSTAIN: None

ITEM 10 - UPDATE REGARDING REGIONAL STORMWATER OPERATION AND MAINTENANCE SERVICES

John Hunter provided an update regarding the preparation of a scope of work to solicit stormwater operation and maintenance services for five projects. He noted that all of the projects have had unique characteristics, but the similarities are greater than differences. The current status is that John L. Hunter & Associates is developing a Request for Qualifications (RFQ), seeking qualified individuals/companies with engineering and construction backgrounds to take over the Operation and Maintenance (O&M) responsibilities for certain private projects. The focus is on assessing the systems' current status and recommending improvements to make them more cost-effective.

The application process involves submissions to GWMA, which will conduct an initial evaluation to ensure all proposals/bids meet the minimum requirements, and then disseminate the information to the project proponents for their respective selection and contract execution. GWMA would not be entering into contracts for the projects' O&M. Applicants have the option to bid on one or all five projects.

ITEM 11 – SAFE CLEAN WATER PROGRAM – ORAL REPORT

Director Chen provided an update for the Lower Los Angeles River. She noted that they haven't met since the last meeting, but she will have an update to give in April.

Director You provided an update for the Lower San Gabriel River (LSGR) and stated that the LSGR met on November 14th. During this meeting, they were given presentation on a scientific study application as well as for the Independence Park project. The meeting scheduled for Tuesday, January 9th was cancelled.

ITEM 12 - EXECUTIVE OFFICER'S ORAL REPORT

Ms. Kast provided the Executive Officer's report, noting that staff is finishing up the On-Call Consultants process by notifying the entities that have been selected and requesting signatures on their contracts. Additionally, she mentioned that if there are any presentations of interest or grants and topics the Cities would like to explore, please let staff know.

ITEM 13 – DIRECTORS' ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 1:30 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, April 11, 2024 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 11, 2024

AGENDA ITEM 5b – Ratify the Warrant Register for February and March 2024 and Approve the Warrant Register for April 2024

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 February 2024 and March 2024 in the amounts of \$638,004.65 and \$894,073.84. respectively, are submitted for ratification by the Board, and the Warrant Register for expenditures dated April 2024 in the amount of \$373,569.33 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT

The Warrant Registers for February, March and April 2024 totals \$1,905,647.82. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION

Ratify the Warrant Registers for February and March 2024 and Approve the Warrant Register for April 2024.

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



WARRANT REGISTER
DISBURSEMENT JOURNAL
February 2024

Invoice Date	Vendor	Invoice Number	Description	Amount
1/11/2024	Above All Catering	C45805	Catering for GWMA January Board Meeting	\$ 523.61
11/7/2023	Anchor QEA	16472-R2	Harbor Toxic Downstream FY 22/23 (Through March 2023)	\$ 15,056.79
9/29/2023	Anchor QEA	18924-R1	Harbor Toxic Downstream FY 23/24 (July 2023)	\$ 22,643.26
9/26/2023	Anchor QEA	19399	Harbor Toxic Downstream FY 23/24 (August 2023)	\$ 111,647.71
10/15/2023	Anchor QEA	19998	Harbor Toxic Downstream FY 22/23 (Sept 2023)	\$ 2,461.73
10/15/2023	Anchor QEA	19999	Harbor Toxic Downstream FY 23/24 (Sept 2023)	\$ 9,927.20
11/13/2023	Anchor QEA	20647	Harbor Toxic Downstream FY 22/23 (Oct 2023)	\$ 2,162.62
11/13/2023	Anchor QEA	20649	Harbor Toxic Downstream FY 23/24 (Oct 2023)	\$ 14,420.06
12/20/2023	Anchor QEA	21671	Harbor Toxic Downstream FY 22/23 (Nov 2023)	\$ 5,495.50
12/20/2023	Anchor QEA	21674	Harbor Toxic Downstream FY 23/24 (Nov 2023)	\$ 89,220.48
2/4/2024	CA Consulting Services	2024-GWMA-01	Accounting Support Services (Jan 2024)	\$ 1,610.00
2/1/2024	City of Paramount	5185	Office Lease (Feb 2024)	\$ 410.64
1/15/2024	Craftwater Engineering	21-040-3	SCWP LLAR and LSGR GAP Ph 2 (Dec 2023)	\$ 45,885.00
1/18/2024	CWE	F24020	LAR UR2 (Dec 2023)	\$ 41,159.58
1/31/2024	Gateway Cities Council of Governments	1-31-24	Office Supplies (Jan 2024)	\$ 100.00
12/31/2023	John L. Hunter & Associates	GWM1GHR12312	Harbor Toxic Upstream (Dec 2023)	\$ 28,869.24
12/31/2023	John L. Hunter & Associates	GWM1LLA12311	LLAR (Nov 2023)	\$ 7,370.00
12/31/2023	John L. Hunter & Associates	GWM1LLA12312	LLAR (Dec 2023)	\$ 48,902.49
12/31/2023	John L. Hunter & Associates	GWM1LSG12311	LSGR (Nov 2023)	\$ 9,102.00
12/31/2023	John L. Hunter & Associates	GWM1LSG12312	LSGR (Dec 2023)	\$ 52,654.19
12/31/2023	John L. Hunter & Associates	GWM1OM12311	General Services: O&M RFP (Nov 2023)	\$ 1,417.50
12/31/2023	John L. Hunter & Associates	GWM1OM12312	General Services: O&M RFP (Dec 2023)	\$ 4,322.00
2/5/2024	Koa Consulting	K114-01-76	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Jan 2024)	\$ 39,296.88
1/17/2024	Richard Watson & Associates	24-192-003-001	LCC WMP CIMP (Dec 2023)	\$ 80,778.67
1/25/2024	Richards Watson Gershon	246185	Legal Services (service through Dec 31, 2023)	\$ 1,567.50
2/6/2024	Southern California Water Coalition	1849	Annual Membership	\$ 1,000.00
Total				\$ 638,004.65

Reviewed and Approved by:



 Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
March 2024

Invoice Date	Vendor	Invoice Number	Description	Amount
1/17/2024	Anchor QEA	22261	Harbor Toxic Downstream FY 23/24 (Dec 2023)	\$ 5,684.20
3/2/2024	CA Consulting Services	2024-GWMA-02	Accounting Support Services (Feb 2024)	\$ 2,100.00
7/6/2023	City of Bell Gardens	32505	John Anson Ford Park Cistern (Zusser Inv #1953-34)	\$ 296,744.15
7/31/2023	City of Bell Gardens	32508	John Anson Ford Park Cistern (Zusser Inv #1953-35)	\$ 93,307.99
8/17/2023	City of Bell Gardens	32513	John Anson Ford Park Cistern (Zusser Inv #1953-36)	\$ 217,369.48
10/3/2023	City of Bell Gardens	32521	John Anson Ford Park Cistern (CWE #23365)	\$ 3,041.88
10/3/2023	City of Bell Gardens	32522	John Anson Ford Park Cistern (JLHA #BG1FPP12308)	\$ 54,190.00
3/1/2024	City of Paramount	5199	Office Lease (Mar 2024)	\$ 410.64
1/31/2024	CJ Brown & Company	01-31-24	FY 22-23 Audit (Jan 2024)	\$ 6,420.00
2/29/2024	CJ Brown & Company	2-29-24	FY 22-23 Audit (Feb 2024)	\$ 790.00
2/14/2024	Craftwater Engineering	21-040-4	SCWP LLAR and LSGR GAP Ph 2 (Jan 2024)	\$ 20,757.50
2/14/2024	CWE	F24063	LAR UR2 (Jan 2024)	\$ 36,205.14
2/29/2024	Gateway Cities Council of Governments	2-29-24	Office Supplies (Feb 2024)	\$ 100.00
2/15/2024	John L. Hunter & Associates	GWM1LLA12401	LLAR (Jan 2024)	\$ 41,600.64
3/4/2024	Koa Consulting	K114-01-77	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Feb 2024)	\$ 38,253.00
2/14/2024	Richard Watson & Associates	24-192-003-002	LCC WMP CIMP (Jan 2024)	\$ 75,751.72
2/23/2024	Richards Watson Gershon	246611	Legal Services (service through Jan 31, 2024)	\$ 1,347.50
Total				\$ 894,073.84

Reviewed and Approved by:

Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
April 2024

Invoice Date	Vendor	Invoice Number	Description	Amount
4/2/2024	Above All Catering	C46244	Catering for Board Meeting (April)	\$ 433.56
3/20/2024	Anchor QEA	23665	Harbor Toxic Downstream FY 23/24 (Jan-Feb 2024)	\$ 28,940.21
4/1/2024	City of Paramount	5208	Office Lease (Apr 2024)	\$ 410.64
3/21/2024	Craftwater Engineering	21-040-5	SCWP LLAR and LSGR GAP Ph 2 (Feb 2024)	\$ 31,682.50
3/25/2024	CWE	F24127	LAR UR2 (Feb 2024)	\$ 31,054.05
3/27/2024	Gateway Cities Council of Governments	3-27-24	Office Supplies (Feb 2024)	\$ 120.05
2/15/2024	John L. Hunter & Associates	GWM1HR12401	HTU (Jan 2024)	\$ 22,321.76
3/18/2024	John L. Hunter & Associates	GWM1HR12402	HTU (Feb 2024)	\$ 23,358.78
3/18/2024	John L. Hunter & Associates	GWM1LLA12402	LLAR (Feb 2024)	\$ 32,443.84
2/15/2024	John L. Hunter & Associates	GWM1LSG12401	LSGR (Jan 2024)	\$ 50,916.58
3/18/2024	John L. Hunter & Associates	GWM1LSG12402	LSGR (Feb 2024)	\$ 36,690.78
4/1/2024	Koa Consulting	K114-01-78	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Mar 2024)	\$ 38,253.06
3/21/2024	Richard Watson & Associates	24-192-003-003	LCC WMP CIMP (Feb 2024)	\$ 75,400.93
3/25/2024	Richards Watson Gershon	247007	Legal Services (service through Feb 29, 2024)	\$ 1,295.15
3/25/2024	Richards Watson Gershon	247008	Legal Services (service through Feb 29, 2024)	\$ 247.50

Total \$ 373,569.33

Reviewed and Approved by:


Thomas Bekele, Signal Hill



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

April 11, 2024

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2023-2024

SUMMARY

At the Board meeting in June 2023, the Board approved the budget for legal counsel services of \$30,500 for Fiscal Year (FY) 2023-2024 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 2023-2024 Budget amount for Legal Counsel services
<u>\$ 11,307.13</u>	Expenditures for Legal Counsel services through February 29, 2024
\$ 19,192.87	Remaining budget amount available through June 30, 2024

FISCAL IMPACT

The total expenditures for Legal Counsel services for FY 2023-2024 through February 29, 2024 total \$11,307.13. It is projected there are sufficient funds remaining in the GWMA FY 2023-2024 budget to cover payment for legal counsel services through the end of the fiscal year.

RECOMMENDATION

Receive and file the updated expenditures for Legal Counsel Services.

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



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

April 11, 2024

AGENDA ITEM 6 - Direct and Indirect Administrative Fees for Fiscal Year 2024-2025

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. 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.

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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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

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 24-25 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 24-25 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 24-25 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.

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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



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

April 11, 2024

AGENDA ITEM 7 - GWMA Membership Reduced Dues for Fiscal Year 2024-2025

BACKGROUND:

In January 2017, the GWMA Board adopted a Membership Dues Policy that outlined the eligibility requirements for JPA Member reduced dues. Reduced dues are 50% of the full membership dues set by the Board annually. In accordance with this Policy, review of and consideration for reduced membership dues are to be considered annually on a case-by-case basis by the GWMA Board.

For the FY 2024-2025 membership year, GWMA received five (5) applications for consideration. After reviewing each application, staff determined that three (3) members meeting the policy requirements and are eligible for reduced dues. Staff is seeking approval of the eligible members to pay reduced dues per the approved policy for FY 2024-2025.

DISCUSSION:

To equalize members paying reduced dues at the time of the 2017 policy adoption, eligible members previously paying agreed-upon reduced dues lower than 50% would incur an increase of \$500 annually until 50% is reached.

The criteria to be eligible for reduced dues are as follows:

- Criteria for a City to pay reduced dues:
 - City must not own its own water utility
 - Dollar value per capita must be equal to or less than \$600 using the following calculation:
 - Population from the most recent United States decennial census data.
 - An average of the General Fund Revenues for the previous 3 years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable.
 - The 3-year revenue average divided by the last census population yields the dollar value per capita.

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

GWMA currently has five members with reduced membership dues for FY 2023-2024. They are as follows:

- Artesia
- Bell
- Bellflower
- Cudahy
- Maywood

GWMA Members applying for Reduced Dues for FY 2024-2025

The following five (5) members have submitted their annual reduced dues applications for FY 2024-2025:

Artesia

FY 2023-2024 Membership Dues:	\$7,500
Three Year Revenue Average (2020-2022):	\$10,396,420
Census Population:	16,395
Dollar Value Per Capita:	\$634
Eligible for Reduced Dues:	No
Recommended Membership Dues for FY 2024-2025:	\$15,000

Bell

FY 2023-2024 Membership Dues:	\$7,500
Three Year Revenue Average (2020-2022):	\$16,050,298
Census Population:	33,561
Dollar Value Per Capita:	\$478
Eligible for Reduced Dues:	Yes
Recommended Membership Dues for FY 2024-2025:	\$7,500*

**No change because 50% of regular dues has been reached*

Bellflower

FY 2023-2024 Membership Dues:	\$7,500
Three Year Revenue Average (2021-2023):	\$41,026,234
Census Population:	79,190
Dollar Value Per Capita:	\$518
Eligible for Reduced Dues:	Yes
Recommended Membership Dues for FY 2024-2025:	\$7,500*

**No change because 50% of regular dues has been reached*

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

Cudahy

FY 2023-2024 Membership Dues:	\$7,500
Three Year Revenue Average (2021-2023):	\$11,525,316
Census Population:	21,969
Dollar Value Per Capita:	\$525
Eligible for Reduced Dues:	Yes
Recommended Membership Dues for FY 2024-2025:	\$7,500*

**No change because 50% of regular dues has been reached*

Maywood

FY 2023-2024 Membership Dues:	\$7,500
Three Year Revenue Average (2020-2022):	\$16,207,829
Census Population:	25,138
Dollar Value Per Capita:	\$645
Eligible for Reduced Dues:	No
Recommended Membership Dues for FY 2024-2025:	\$15,000

FISCAL IMPACT:

GWMA has sufficient funds to carry reduced dues memberships.

RECOMMENDATIONS:

- a. Approve reduced dues for FY 2024-2025 for the following:
 - 1. Bell = \$7,500
 - 2. Bellflower = \$7,500
 - 3. Cudahy = \$7,500

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

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



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

**APPLICATION FOR CITY/WATER AGENCY
TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP
FOR FISCAL YEAR 2024-2025**

To: GWMA Board of Directors
From: Ernesto Sanchez (individual's name)
Public Works Manager (individual's title)
Date: March 6, 2024

The City of Artesia (print name of organization) is submitting this application for consideration of reduced dues. Our agency meets all of the following criteria:

Criteria for City to Pay Reduced Dues are as follows:

1. City must not own its own water utility.
2. Dollar value per capita is equal to or less than \$600 using the following calculation:
 - i. Population from the most recent United States decennial census data.
 - ii. An average of the General Fund Revenues for the previous three years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable (please provide supporting CAFR or audited financials for past three years).
 - iii. The 3-year revenue average (per item (2)(ii)) divided by the last census population yields the dollar value per capita. (i.e., Average Revenue/Census Population = \$Value Per Capita).

Criteria for a Water Agency to Pay Reduced Dues are as follows:

1. Dollar value per active retail potable water service connection must be equal to or less than \$600 using the following calculations:
 - i. Number of active retail potable water service connections.
 - ii. An average of the General Fund Revenues for the previous 3 years from the audited financial statements (please providing supporting audited financial statements for past 3 years).
 - iii. The 3-year revenue average (per item (1)(ii)) divided by the number of active retail potable water connections (i.e., Average Revenue/Water Connections = \$ Value Per Service Connection).

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

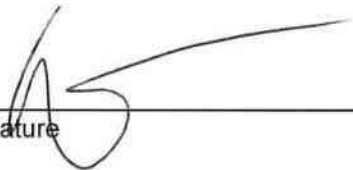
Members: Artesia · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey
Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount
Pico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

Reduced dues are 50% of the full membership dues set by the Board annually. To equalize members paying reduced dues, eligible members currently paying reduced dues for fiscal year 2023-2024 will incur an increase of \$500 annually until 50% is reached. Those that are no longer eligible will be required to pay the full membership dues for fiscal year 2024-2025. Review of and consideration for reduced membership dues will be considered annually on a case-by-case basis by the GWMA Board.

Application and supporting documentation for reduced membership must be submitted to GWMA **on or before Friday, March 15, 2024.**

I certify that the information used to determine the criteria indicated above is true and accurate and I have provided necessary required documents as outlined above.



Signature

3/6/2024

Date

Please submit your application and supporting documentation to Traci Gleason at the above address or via email at tgleason.gateway@gmail.com

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

**APPLICATION FOR CITY/WATER AGENCY
TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP
FOR FISCAL YEAR 2024-2025**

To: GWMA Board of Directors

From: Michael L. Antwine II (individual's name)
City Manager (individual's title)

Date: 3/12/24

The City of Bell (print name of organization) is submitting this application for consideration of reduced dues. Our agency meets all of the following criteria:

Criteria for City to Pay Reduced Dues are as follows:

1. City must not own its own water utility.
2. Dollar value per capita is equal to or less than \$600 using the following calculation:
 - i. Population from the most recent United States decennial census data.
 - ii. An average of the General Fund Revenues for the previous three years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable (please provide supporting CAFR or audited financials for past three years).
 - iii. The 3-year revenue average (per item (2)(ii)) divided by the last census population yields the dollar value per capita. (i.e., Average Revenue/Census Population = \$Value Per Capita).

Criteria for a Water Agency to Pay Reduced Dues are as follows:

1. Dollar value per active retail potable water service connection must be equal to or less than \$600 using the following calculations:
 - i. Number of active retail potable water service connections.
 - ii. An average of the General Fund Revenues for the previous 3 years from the audited financial statements (please providing supporting audited financial statements for past 3 years).
 - iii. The 3-year revenue average (per item (1)(ii)) divided by the number of active retail potable water connections (i.e., Average Revenue/Water Connections = \$ Value Per Service Connection).

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

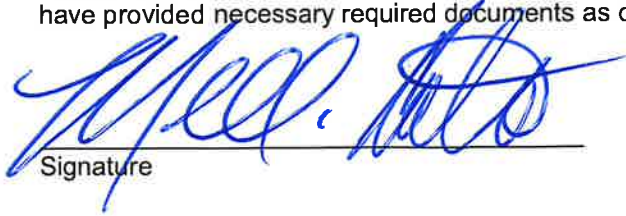
Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount
Pico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

Reduced dues are 50% of the full membership dues set by the Board annually. To equalize members paying reduced dues, eligible members currently paying reduced dues for fiscal year 2023-2024 will incur an increase of \$500 annually until 50% is reached. Those that are no longer eligible will be required to pay the full membership dues for fiscal year 2024-2025. Review of and consideration for reduced membership dues will be considered annually on a case-by-case basis by the GWMA Board.

Application and supporting documentation for reduced membership must be submitted to GWMA **on or before Friday, March 15, 2024.**

I certify that the information used to determine the criteria indicated above is true and accurate and I have provided necessary required documents as outlined above.



Signature

3/12/24
Date

Please submit your application and supporting documentation to Traci Gleason at the above address or via email at tgleason.gateway@gmail.com

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • 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



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

APPLICATION FOR CITY/WATER AGENCY
TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP
FOR FISCAL YEAR 2024-2025

To: GWMA Board of Directors

From: LEN GORECKI (individual's name)

ASST. CITY MGR/PW DIRECTOR (individual's title)

Date: 3-13-24

The CITY OF BELLFLOWER (print name of organization) is submitting this application for consideration of reduced dues. Our agency meets all of the following criteria:

Criteria for City to Pay Reduced Dues are as follows:

1. City must not own its own water utility.
2. Dollar value per capita is equal to or less than \$600 using the following calculation:
 - i. Population from the most recent United States decennial census data.
 - ii. An average of the General Fund Revenues for the previous three years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable (please provide supporting CAFR or audited financials for past three years).
 - iii. The 3-year revenue average (per item (2)(ii)) divided by the last census population yields the dollar value per capita. (i.e., Average Revenue/Census Population = \$Value Per Capita).

Criteria for a Water Agency to Pay Reduced Dues are as follows:

1. Dollar value per active retail potable water service connection must be equal to or less than \$600 using the following calculations:
 - i. Number of active retail potable water service connections.
 - ii. An average of the General Fund Revenues for the previous 3 years from the audited financial statements (please providing supporting audited financial statements for past 3 years).
 - iii. The 3-year revenue average (per item (1)(ii)) divided by the number of active retail potable water connections (i.e., Average Revenue/Water Connections = \$ Value Per Service Connection).

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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

Reduced dues are 50% of the full membership dues set by the Board annually. To equalize members paying reduced dues, eligible members currently paying reduced dues for fiscal year 2023-2024 will incur an increase of \$500 annually until 50% is reached. Those that are no longer eligible will be required to pay the full membership dues for fiscal year 2024-2025. Review of and consideration for reduced membership dues will be considered annually on a case-by-case basis by the GWMA Board.

Application and supporting documentation for reduced membership must be submitted to GWMA on or before Friday, March 15, 2024.

I certify that the information used to determine the criteria indicated above is true and accurate and I have provided necessary required documents as outlined above.

Signature 

Date 3/13/24

Please submit your application and supporting documentation to Traci Gleason at the above address or via email at tgleason.gateway@gmail.com

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

**APPLICATION FOR CITY/WATER AGENCY
TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP
FOR FISCAL YEAR 2024-2025**

To: GWMA Board of Directors

From: Aaron Hernandez-Torres (individual's name)
Public Works Director/Engineering (individual's title)

Date: March 12, 2024

The City of Cudahy (print name of organization) is submitting this application for consideration of reduced dues. Our agency meets all of the following criteria:

Criteria for City to Pay Reduced Dues are as follows:

1. City must not own its own water utility.
2. Dollar value per capita is equal to or less than \$600 using the following calculation:
 - i. Population from the most recent United States decennial census data.
 - ii. An average of the General Fund Revenues for the previous three years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable (please provide supporting CAFR or audited financials for past three years).
 - iii. The 3-year revenue average (per item (2)(ii)) divided by the last census population yields the dollar value per capita. (i.e., Average Revenue/Census Population = \$Value Per Capita).

Criteria for a Water Agency to Pay Reduced Dues are as follows:

1. Dollar value per active retail potable water service connection must be equal to or less than \$600 using the following calculations:
 - i. Number of active retail potable water service connections.
 - ii. An average of the General Fund Revenues for the previous 3 years from the audited financial statements (please providing supporting audited financial statements for past 3 years).
 - iii. The 3-year revenue average (per item (1)(ii)) divided by the number of active retail potable water connections (i.e., Average Revenue/Water Connections = \$ Value Per Service Connection).

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

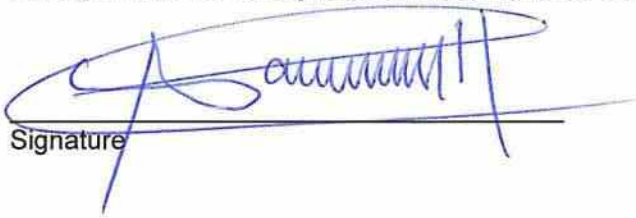
Members: Artesia · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey
Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount
Pico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

Reduced dues are 50% of the full membership dues set by the Board annually. To equalize members paying reduced dues, eligible members currently paying reduced dues for fiscal year 2023-2024 will incur an increase of \$500 annually until 50% is reached. Those that are no longer eligible will be required to pay the full membership dues for fiscal year 2024-2025. Review of and consideration for reduced membership dues will be considered annually on a case-by-case basis by the GWMA Board.

Application and supporting documentation for reduced membership must be submitted to GWMA **on or before Friday, March 15, 2024.**

I certify that the information used to determine the criteria indicated above is true and accurate and I have provided necessary required documents as outlined above.


Signature

03/14/24
Date

Please submit your application and supporting documentation to Traci Gleason at the above address or via email at tgleason.gateway@gmail.com

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

**APPLICATION FOR CITY/WATER AGENCY
TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP
FOR FISCAL YEAR 2024-2025**

To: GWMA Board of Directors
From: Jennifer Vasquez (individual's name)
City Manager (individual's title)
Date: 3/12/24

The City of Maywood (print name of organization) is submitting this application for consideration of reduced dues. Our agency meets all of the following criteria:

Criteria for City to Pay Reduced Dues are as follows:

1. City must not own its own water utility.
2. Dollar value per capita is equal to or less than \$600 using the following calculation:
 - i. Population from the most recent United States decennial census data.
 - ii. An average of the General Fund Revenues for the previous three years from the Comprehensive Annual Financial Report (CAFR) or audited financial statements if CAFR is unavailable (please provide supporting CAFR or audited financials for past three years).
 - iii. The 3-year revenue average (per item (2)(ii)) divided by the last census population yields the dollar value per capita. (i.e., Average Revenue/Census Population = \$Value Per Capita).

Criteria for a Water Agency to Pay Reduced Dues are as follows:

1. Dollar value per active retail potable water service connection must be equal to or less than \$600 using the following calculations:
 - i. Number of active retail potable water service connections.
 - ii. An average of the General Fund Revenues for the previous 3 years from the audited financial statements (please providing supporting audited financial statements for past 3 years).
 - iii. The 3-year revenue average (per item (1)(ii)) divided by the number of active retail potable water connections (i.e., Average Revenue/Water Connections = \$ Value Per Service Connection).

Adriana Figueroa (Paramount), Board Chair • Kelli Tunnicliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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

Reduced dues are 50% of the full membership dues set by the Board annually. To equalize members paying reduced dues, eligible members currently paying reduced dues for fiscal year 2023-2024 will incur an increase of \$500 annually until 50% is reached. Those that are no longer eligible will be required to pay the full membership dues for fiscal year 2024-2025. Review of and consideration for reduced membership dues will be considered annually on a case-by-case basis by the GWMA Board.

Application and supporting documentation for reduced membership must be submitted to GWMA **on or before Friday, March 15, 2024.**

I certify that the information used to determine the criteria indicated above is true and accurate and I have provided necessary required documents as outlined above.

Signature 

Date 3/12/2024

Please submit your application and supporting documentation to Traci Gleason at the above address or via email at tgleason.gateway@gmail.com

Adriana Figueroa (Paramount), Board Chair • Kelli Tunncliff (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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



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

April 11, 2024

AGENDA ITEM 8 - GWMA Fiscal Year 2024-2025 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 Fiscal Year (FY) 2023-2024 Ending Fund Balance of \$699,617 reflects actual costs and projections for the remainder of the current fiscal year. This estimated amount is reflected in the proposed budget for FY 2024-2025. Dues from member agencies are expected to be \$412,500 in FY 2024-2025 which includes reduced dues from three eligible GWMA members. 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, \$236,958 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 2024-2025 Operating Budget, as presented.

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
YEAR

2024-2025

**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 **\$40M** has been awarded to GWMA since its first grant application in 2009.

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	On-going
\$8.9M	Safe Clean Water Program	Regional Pathogen Reduction Study	Awarded
\$475k	Safe Clean Water Program	Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	Awarded
\$3.37M	California Department of Water Resources	Prop 1 Round 2 IRWM	Awarded



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
 - Five 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, 2020 and again in 2023, 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 solicitation process and 2023 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.
- Entered into an agreement for outside accounting support.
- Coordinated regional projects and applied for grant funding for 4 main priority categories selected by the Board in FY 2021-2022 and sought grant funding for each. Two funding categories were successful in its grant efforts and are moving forward:
 - Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) treatment for the Cities of Whittier and Paramount (moving forward)
 - Construction of new well
 - Regional recycled water expansion for the Cities of Bell Gardens and Downey (moving forward)
 - 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 2024-2025. These activities include:

- Retain website services to customize and modernize GWMA’s website.
- 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 GWMA Round 2 Regional Project(s) Grant Program:
 - Solicit input from GWMA Members to identify priority project needs and seek grant funding for each;
 - Solicit proposals from pre-approved On-Call Consultants to coordinate regional projects, identify potential grant programs for funding and submit application(s) accordingly.
- To assist several GWMA members, in 2024-2025, GWMA will be conducting a collective Request for Qualifications “RFQ” for Operations, Maintenance, and Evaluation of Five (5) Regional Stormwater Capture and Treatment Projects. The solicitation will be reviewed and shared with the project owners so that they contract directly with their preferred consultants/contractors. The solicitation process and results will be available on GWMA’s website. The RFQ template and process can be tailored for future O&M needs of GWMA members.

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, (H2) points to \$412,500 which is the FY 2024-2025 Total Dues from Members Agencies.



The FY 2024-2025 budget shows an operating revenue needed to support its annual operations in the amount of \$610,794 (H7). The operating expense budget is estimated to be \$473,915 (H21) which leaves \$136,879 (H22) in reserves before special projects. Special projects in the amount of \$223,257 (H31) include funds for:

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

When the Net Income after all Operating and Special Project Expenses is added to the previous year’s Ending Fund Balance/FY 2024-2025, the Beginning Funding Balance of \$785,995 (H33), the Administrative Ending Fund Balance for FY 2024-2025 is \$699,617 (H34). 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 \$473,915 (H21). One-half of the anticipated operating expense for FY 2024-2025 is equal to \$236,958. Staff has determined that with \$699,617 (H34) in the Ending Fund Balance, there are sufficient funds in reserves per the policy.

FY 2024-2025 Operating Expenses:	\$473,915 (H21)
6-months (one-half of year) minimum required to be held in reserve:	\$236,958
Reserves after all Operating Expenses and Special Projects:	\$699,617 (H34)
6-month operating reserve:	- <u>\$236,958</u>
Remaining in General Reserve for future programs	\$462,659

For the 2023-2024 fiscal year, 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 2024-2025, 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 2024-2025.



GATEWAY WATER MANAGEMENT AUTHORITY

FY 2024-2025 Operating Budget

A	B	C	D	E	F	G	H
DESCRIPTION	FY 20/21 Actuals	FY 21/22 Actuals	FY22/23 Actuals	FY 23/24 Budget	FY 23/24 Year-End Projections	Budget to Actual Variance	FY 24/25 Budget
REVENUES							
Dues from Member Agencies	\$ 417,500	\$ 404,000	\$ 404,500	\$ 405,000	\$ 397,500	\$ (7,500)	\$ 412,500
GWMA Administrative/Legal Direct Charges from Watersheds Including Use of Watershed Reserves	\$ 88,661	\$ 89,523	\$ 120,875	\$ 119,800	\$ 95,640	\$ (24,160)	\$ 105,600
GWMA Administrative/Legal Direct Charges for GWMA Watershed Grants and Regional Grants	\$ 16,109	\$ 15,340	\$ 46,500	\$ 51,594	\$ 41,650	\$ (9,944)	\$ 59,094
DACIP Proposal/Application Development (Grant Reimbursement)	\$ 48,105	\$ 10,838	\$ 13,875	\$ 7,000	\$ 7,000	\$ -	\$ -
GWMA Indirect Fees from Non-members	\$ 20,833	\$ 15,447	\$ 14,850	\$ 18,541	\$ 16,214	\$ (2,327)	\$ 33,600
TOTAL REVENUES	\$ 591,208	\$ 535,147	\$ 600,600	\$ 601,935	\$ 558,004		\$ 610,794
OPERATING EXPENSES							
Professional Mgmt, Admin & Accounting Services - General GWMA Operations	\$ 244,096	\$ 243,093	\$ 275,785	\$ 290,580	\$ 275,255	\$ (15,325)	\$ 288,590
Professional Mgmt, Admin & Accounting Services - Allocated to Watershed Operations	\$ 79,755	\$ 79,803	\$ 77,151	\$ 80,700	\$ 88,568	\$ 7,868	\$ 94,600
General Counsel - General GWMA Operations	\$ 5,560	\$ 5,798	\$ 8,058	\$ 15,000	\$ 7,400	\$ (7,600)	\$ 19,000
General Counsel - Allocated to Watershed	\$ 3,466	\$ 300	\$ 4,635	\$ 15,500	\$ 7,073	\$ (8,428)	\$ 11,000
Meeting Expenses	\$ -	\$ -	\$ 1,024	\$ 4,800	\$ 2,980	\$ (1,820)	\$ 3,900
Office Supplies, Postage, Notices, Misc.	\$ 2,123	\$ 2,447	\$ 8,170	\$ 4,500	\$ 3,677	\$ (823)	\$ 4,500
Office Rent	\$ 4,324	\$ 4,366	\$ 4,709	\$ 5,040	\$ 4,928	\$ (112)	\$ 5,100
Website Services	\$ -	\$ -	\$ 450	\$ 610	\$ 450	\$ (160)	\$ 16,000
Insurance	\$ 13,120	\$ 14,303	\$ 14,873	\$ 16,500	\$ 16,396	\$ (104)	\$ 18,000
Authorized Conferences, Travel & Sponsorships	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ (500)	\$ 500
Organization Memberships	\$ 2,500	\$ 4,750	\$ 3,320	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Audit	\$ 8,430	\$ 7,675	\$ 8,775	\$ 8,800	\$ 8,800	\$ -	\$ 11,725
TOTAL OPERATING EXPENSES	\$ 363,373	\$ 362,535	\$ 406,951	\$ 443,530	\$ 416,527		\$ 473,915
NET INCOME BEFORE SPECIAL PROJECTS	\$ 227,835	\$ 172,613	\$ 193,650	\$ 158,405	\$ 141,478		\$ 136,879
SPECIAL PROJECT EXPENSES							
Prop 1 Greater LA IRWM (Round 2) Grant Application Fee	\$ -	\$ -	\$ 5,013	\$ -	\$ -	\$ -	\$ -
Prop 84 2015 - AMR Project Management Services (Civiltec) **Board approved budget amendment of \$6920 in 23/24**	\$ 25,813	\$ 6,130	\$ -	\$ 6,920	\$ -	\$ (6,920)	\$ 6,920
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	\$ 80,786	\$ -	\$ -	\$ -	\$ -
Consultants Support for Regional Grant Program Development and Applications - Round 2 **Board approved budget of \$100k for Round 2 in 23/24**	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ (100,000)	\$ 100,000
Grant Funding Strategy Services -General Operations	\$ 53,563	\$ 55,419	\$ 56,500	\$ 47,401	\$ 51,526	\$ 4,125	\$ 19,018
Awarded Regional Grant Administration and Legal Charges and Reimbursable Watershed Grants	\$ 21,549	\$ 19,581	\$ 23,280	\$ 32,275	\$ 27,650	\$ (4,625)	\$ 67,850
Disadvantaged Community Involvement Program	\$ 27,000	\$ 27,000	\$ 27,540	\$ 28,540	\$ 28,500	\$ (40)	\$ 29,469
TOTAL SPECIAL PROJECT EXPENSES	\$ 127,925	\$ 143,714	\$ 193,119	\$ 215,136	\$ 107,676		\$ 223,257
NET INCOME AFTER ALL OPERATING EXPENSES AND SPECIAL PROJECTS EXPENSE	\$ 99,910	\$ 28,898	\$ 531	\$ (56,731)	\$ 33,802		\$ (86,378)
BEGINNING FUND BALANCE	\$ 622,853	\$ 722,764	\$ 751,662	\$ 752,193	\$ 752,193		\$ 785,995
ADMINISTRATIVE ENDING FUND BALANCE	\$ 722,764	\$ 751,662	\$ 752,193	\$ 695,462	\$ 785,995		\$ 699,617
All Watershed Groups Admin Fee Cumulative Ending Fund Balance							\$ 262,657
Watershed Groups Cumulative Earned and Projected Interest Income through FY 24/25							\$ 304,892
ADMINISTRATIVE ENDING FUND BALANCE WITH WATERSHED ADMIN FEE BALANCE + INTEREST INCOME							\$ 1,267,166



**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 Actual	FY 23/24 Projected	FY 24/25 Budget
RESERVES FROM PREVIOUS YEAR	\$2,756	\$21,061	\$9,459	\$21,544	\$10,893
REVENUE					
GWMA Administrative Fee	\$16,477	\$9,990	\$8,291	\$9,244	\$9,288
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)					
Other (Indirect Admin)	\$ -	\$ -	\$ -	\$ -	\$ 564
Other (approved line item transfer from MOU)	\$ 30,269		\$ 24,715		\$ 6,805
TOTAL ANNUAL REVENUES	\$46,746	\$9,990	\$33,006	\$9,244	\$16,657
OPERATING EXPENSE					
Administrative - Direct Charges	\$10,112	\$11,952	\$9,128	\$10,003	\$9,600
General Counsel - Direct Charges	-	-	\$100	\$2,000	\$500
Indirect Operating Expenses	-	-	-	-	-
Funding Strategy - Expense	2,220	1,800	2,000	2,202	\$1,950
Administrative - Grant Direct Charges	\$15,997	\$7,840	\$9,593	\$5,690	\$5,500
General Counsel - Grant Direct Charges	113	-	100	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$28,441	\$21,592	\$20,921	\$19,895	\$17,550
TOTAL ANNUAL NET VARIANCE	\$18,305	(\$11,602)	\$12,085	(\$10,651)	(\$893)
CUMULATIVE ENDING FUND BALANCE	\$21,061	\$9,459	\$21,544	\$10,893	\$10,000
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$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 Actual	FY 23/24 Projected
RESERVES FROM PREVIOUS YEAR	\$19,994	\$34,762	\$41,653	\$47,348
REVENUE				
GWMA Administrative Fee	\$33,305	\$22,983	\$22,430	\$23,945
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)				
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	\$14,185	\$16,426
General Counsel - Direct Charges	\$548	\$0	\$50	\$500
Indirect Operating Expenses	\$0	\$1,443	\$2,139	\$2,295
Funding Strategy - Expense	\$1,000	\$1,800	\$2,500	\$2,502
Administrative - Grant Direct Charges	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$18,537	\$17,536	\$18,874	\$21,723
TOTAL ANNUAL NET VARIANCE	\$14,768	\$6,891	\$5,695	\$4,517
CUMULATIVE ENDING FUND BALANCE	\$34,762	\$41,653	\$47,348	\$51,865
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 Actual	FY 22/23 Actual	FY 23/24 Projected	FY 24/25 Budget
RESERVES FROM PREVIOUS YEAR	\$42,008	\$54,039	\$58,691	\$58,648	\$60,630
REVENUE					
GWMA Administrative Fee	\$32,447	\$21,553	\$18,852	\$23,062	\$25,193
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)					
Other (Indirect Admin)	\$1,945	\$1,085	\$1,094	\$1,709	\$1,827
Other (approved line item transfer from MOU)	-	-	-	-	-
TOTAL ANNUAL REVENUES	\$32,447	\$22,637	\$19,946	\$24,770	\$27,020
OPERATING EXPENSE					
Administrative - Direct Charges	\$16,198	\$15,100	\$16,541	\$17,505	\$18,500
General Counsel - Direct Charges	\$2,273	\$0	\$555	\$1,073	\$2,500
Indirect Operating Expenses	\$1,945	\$1,085	\$1,094	\$1,709	\$1,827
Funding Strategy - Expense		\$1,800	\$1,800	\$2,502	\$1,950
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$20,416	\$17,985	\$19,989	\$22,788	\$24,777
TOTAL ANNUAL NET VARIANCE	\$12,031	\$4,652	(\$43)	\$1,982	\$2,243
CUMULATIVE ENDING FUND BALANCE	\$54,039	\$58,691	\$58,648	\$60,630	\$62,873
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$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 Actual	FY 23/24 Projected	FY 24/25 Budget
RESERVES FROM PREVIOUS YEAR	\$51,898	\$66,004	\$81,435	\$89,655	\$95,483
REVENUE					
GWMA Administrative Fee	\$35,773	\$28,978	\$23,701	\$24,577	\$22,960
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)					
Other (Indirect Admin)	\$7,703	\$6,085	\$5,150	\$5,347	\$4,955
Other (approved line item transfer from MOU)	-	-	-	-	-
TOTAL ANNUAL REVENUES	\$35,773	\$35,063	\$28,851	\$29,924	\$27,915
OPERATING EXPENSE					
Administrative - Direct Charges	\$13,559	\$11,746	\$13,351	\$15,747	\$18,500
General Counsel - Direct Charges	\$405	\$0	\$330	\$500	\$2,500
Indirect Operating Expenses	7,703	\$6,085	\$5,150	\$5,347	\$4,955
Funding Strategy - Expense		\$1,800	\$1,800	\$2,502	\$1,950
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$21,667	\$19,631	\$20,631	\$24,096	\$27,905
TOTAL ANNUAL NET VARIANCE	\$14,105	\$15,431	\$8,220	\$5,828	\$10
CUMULATIVE ENDING FUND BALANCE	\$66,004	\$81,435	\$89,655	\$95,483	\$95,493
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$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 Actual	FY 23/24 Projected	FY 24/25 Budget
RESERVES FROM PREVIOUS YEAR	-\$16,312	-\$72	-\$9,888	\$17,044	\$9,926
REVENUE					
GWMA Administrative Fee	\$5,402	\$5,402	\$4,748	\$5,456	\$5,456
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)					
Other (Indirect Admin)	\$3,006	\$3,006	\$2,641	\$3,037	\$3,037
Other (line item transfer from MOU)	\$26,621		36,706.00		\$7,117
TOTAL ANNUAL REVENUES	\$35,029	\$8,408	\$44,095	\$8,493	\$15,610
OPERATING EXPENSE					
Administrative - Direct Charges	\$15,542	\$15,218	\$10,922	\$12,074	\$12,000
General Counsel - Direct Charges	\$240	\$0	\$3,600	\$500	\$500
Indirect Operating Expenses	\$3,006	\$3,006	\$2,641	\$3,037	\$3,037
Funding Strategy - Expense		\$0	\$0	\$0	\$0
Administrative - Grant Direct Charges	-	\$0	\$0	\$0	\$0
General Counsel - Grant Direct Charges	-	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$18,788	\$18,224	\$17,163	\$15,611	\$15,537
TOTAL ANNUAL NET VARIANCE	\$16,241	(\$9,816)	\$26,932	(\$7,118)	\$73
CUMULATIVE ENDING FUND BALANCE	(\$72)	(\$9,888)	\$17,044	\$9,926	\$10,000
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$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 Actual	FY 22/23 Actual	FY 23/24 Projected	FY 24/25 Budget
RESERVES FROM PREVIOUS YEAR	-\$2,799	\$20,136	\$26,734	\$31,824	\$28,778
REVENUE					
GWMA Administrative Fee	\$14,969	\$16,922	\$16,923	\$15,693	\$16,893
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)	\$3,690	\$3,690	\$3,690	\$3,075	\$7,442
Other (Indirect Admin)	\$0	\$3,828	\$3,827	\$3,827	\$21,483
Other (approved line item transfer from MOU)	\$13,852	-	-	-	-
TOTAL ANNUAL REVENUES	\$32,511	\$24,440	\$24,440	\$22,595	\$45,818
OPERATING EXPENSE					
Administrative - Direct Charges	\$7,356	\$11,494	\$13,024	\$16,812	\$17,500
General Counsel - Direct Charges	-	\$300	\$0	\$2,500	\$2,500
Indirect Operating Expenses	\$0	\$3,828	\$3,827	\$3,827	\$21,483
Funding Strategy - Expense	2,220	2,220	2,500	2,502	\$1,950
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
TOTAL ANNUAL OPERATING EXPENSES	\$9,576	\$17,842	\$19,351	\$25,641	\$43,433
TOTAL ANNUAL NET VARIANCE	\$22,935	\$6,598	\$5,089	(\$3,046)	\$2,385
CUMULATIVE ENDING FUND BALANCE	\$20,136	\$26,734	\$31,824	\$28,778	\$31,162
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000



Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

April 11, 2024

AGENDA ITEM 9 – GWMA Audit for Fiscal Year 2022-2023

SUMMARY:

The responsibility of an auditing firm is solely to express an opinion as to whether GWMA's financial statements are fairly represented in all material respects and in conformity with generally accepted auditing standards.

The opinion expressed by the auditors for Fiscal Year 2022-2023 was that the financial statements were presented fairly, in all material respects, as of June 30, 2023. The respective statement of activities for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

The auditor noted they did not identify any deficiencies in internal controls that could cause the financial statements to be materially misstated. In addition, the auditor's tests did not disclose any instances of non-compliance or other matters that were required to be reported under *Government Auditing Standards*.

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

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

The auditors reported there were no uncorrected misstatements whose effects in the current and prior periods are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

There were three corrected misstatements reported. These adjusting journal entries were brought to the attention of and corrected by management.

RECOMMENDATION:

- a. Receive and file the Annual Audited Financial Statement for Fiscal Year 2022-2023, as presented.

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 · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Compton · Cudahy · Downey
Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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

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

Management Report

June 30, 2023

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

Management Report

Table of Contents

<u>Item</u>	<u>Page No.</u>
General Introduction	1
Current Year Comment and Recommendation	1-2
Appendix:	
Audit/Finance Committee Letter	1-4
Schedule of Audit Adjusting Journal Entries	5
Schedule of Client Adjusting Journal Entries	5

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

Dear Members of the Board:

In planning and performing our audit of the financial statements of Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

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

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

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

Current Year Comment and Recommendation

Disclosure of Adjustments and Reclassifications

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

Current Year Comment and Recommendation, continued

Management's Response

We have reviewed and approved all of the adjusting and reclassification entries provided by the auditor and have entered those entries into the Authority's accounting system to close-out the Authority's year-end trial balance.

* * * * *

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

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

C.J. Brown & Company, CPAs
Cypress, California
April 11, 2024

DRAFT

APPENDIX

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

Audit/Finance Committee Letter

June 30, 2023

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

We have audited the financial statements of the business-type activities of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) for the year ended June 30, 2023, and have issued our report thereon dated April 11, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated January 31, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

If any, we have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated April 11, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

An auditor that is not involved in the engagement performed an independent review of the financial statements that was prepared by us based on the information provided by management. This safeguard reduces the threat of self-review risk to an acceptable level.

Required Risk Assessment Procedures per Auditing Standards

As auditors of the Authority, we are required per AU-C Section 240, “Consideration of Fraud in a Financial Statement Audit”, to “ordinarily” presume and consider the following risks in designing our audit procedures:

- Management override of controls
- Revenue recognition

Qualitative Aspects of the Entity’s Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments. The most sensitive accounting estimates affecting the financial statements are as follows:

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

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Authority’s financial statements relate to:

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

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. No significant unusual transactions were identified as a result of our audit procedures that were brought to the attention of management:

Identified or Suspected Fraud

We have not identified or have not obtained information that indicates that fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, professional standards require us to communicate to you all corrected misstatements that were brought to the attention of management as a result of our audit procedures. The attached schedule on page 5 presents the material journal entries that we identified as a result of our audit procedures and were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. There were no circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated April 11, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the Authority's annual reports, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Page 4

Other Information Included in Annual Reports, continued

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

Conclusion

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

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

C.J. Brown & Company, CPAs

Cypress, California

April 11, 2024

**Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority
Schedule of Audit Adjusting Journal Entries
June 30, 2023**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To account for LAIF FMV adjustment and to properly adjust the unrealized in FMV account.			
40005	Interest Earned	\$ 5,979.61	
40006	Unrealized loss (gain) on inves	49,296.37	
10205	LAIF Investment - Change in FMV		49,296.37
40006	Unrealized loss (gain) on inves		5,979.61
Adjusting Journal Entries JE # 2			
To adjust a check deposit that was entered into FY2023 by error.			
40010	Income-MOU	1,367.14	
40011	Income-MOU:Administrative Fee	68.36	
40013	Income-MOU:Indirect Admin Fee	51.41	
10100	Checking Account		1,486.91
Adjusting Journal Entries JE # 3			
To adjust account payable to include several invoices that were improperly excluded from accounts payable.			
60225	General Consulting Services	129,435.67	
20000	Accounts Payable	\$	129,435.67

**Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority
Schedule of Client Adjusting Journal Entries
June 30, 2023**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
CJE - To accrue consulting services incurred in March 2023.			
60225	General Consulting Services	\$ 15,056.79	
26000	Accrued Liabilities		15,056.79



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

April 11, 2024

AGENDA ITEM 10 – Audit Engagement for Fiscal Year 2023-2024

SUMMARY:

In anticipation of conducting the Fiscal Year (FY) 2023-2024 Audit, staff requested the attached engagement proposal. Due to consistency, it is the recommendation of staff to continue to engage the same auditor that GWMA has used for the past five years, which is C.J. Brown & Company CPAs. GWMA's Treasurer will remain as the Controller of GWMA for auditing purposes. A single audit will not be required for FY 2023-2024.

FISCAL IMPACT:

The total cost to complete the audit for FY 2023-2024 will not exceed a total of \$11,725 (an increase from \$8,800 for the previous year's services). The fee increase is a result of C.J. Brown & Company's evaluation of all their engagements and fee structure to ensure that their firm is meeting and covering the costs of performing our audits. The FY 2023-2024 budget for audit services includes the updated amount of \$11,725.

RECOMMENDATION:

Authorize C.J. Brown & Company CPAs to conduct GWMA's FY 2023-2024 audit in an amount not to exceed \$11,725.

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 · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · 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



C.J. Brown & Company CPAs
An Accountancy Corporation

Christopher J. Brown, CPA, CGMA
Jonathan Abadesco, CPA
Jeffrey Palmer

Cypress Office:
10805 Holder Street, Suite 150
Cypress, California 90630
(657) 214-2307

Riverside Office:
5051 Canyon Crest Drive, Suite 203
Riverside, California 92507
(657) 214-2307

March 22, 2024

To Management and the Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority
16401 Paramount Boulevard
Paramount, California 90726

Dear Ms. Grace Kast, Executive Officer:

The following represents our understanding of the services we will provide the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

You have requested that we audit the governmental-type activities of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority), as of June 30, 2024, and for the year then ended and the related notes, which collectively comprise Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management discussion and analysis
- Budgetary Comparison Schedule – General Fund

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

Management Responsibilities, continued

- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will prepare the financial statements based on the trial balance provided by the Authority. We will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Nonattest Services, continued

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of financial statements. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Authority's basic financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Provisions of Engagement Administration, Timing, and Fees, continued

The timing of our audit will be scheduled to start approximately October/November 2024 and the audit report will be issued no later than January 2025. Jonathan Abadesco is the engagement partner for the audit services specified in this letter. His responsibilities include supervising C.J. Brown & Company, CPAs services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every month and are payable upon presentation. We estimate that our fee for the audit will not exceed \$11,725 (with out-of-pocket expenses not exceeding \$250, and the preparation of the State Controller's Report for \$650). We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Provisions of Engagement Administration, Timing, and Fees, continued

The audit documentation for this engagement is the property of C.J. Brown & Company, CPAs and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of C.J. Brown & Company, CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. Regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



C.J. Brown & Company CPAs

RESPONSE:

This letter correctly sets forth our understanding.

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority
Acknowledged and agreed on behalf of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority by:

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____



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

April 11, 2024

AGENDA ITEM 11 – Safe Clean Water Program Transfer Agreement for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study Lower San Gabriel River Watershed Area Steering Committee, Resolution to Authorize Execution of the Transfer Agreement, and Notice To Proceed for Craftwater Engineering to Conduct the Scientific Study

BACKGROUND:

In September 2022, the GWMA Board authorized staff to submit a Safe Clean Water Program (SCWP) Regional Program Scientific Study application to the Lower San Gabriel River (LSGR) Watershed Area Steering Committee (WASC) for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel. The scientific study for the WASC was ultimately approved by the Los Angeles County Board of Supervisors.

This study will directly address the following SCW Program goals:

- Improve water quality and contribute to attainment of water-quality requirements: The study will progress the LCC Group towards attainment of the bacteria-related water quality objectives by identifying cost-effective strategies and reducing high concentrations of bacteria, specifically related to human sources, in targeted areas.
- Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space: The study is focused on identifying management strategies that will protect health of public recreating in receiving water bodies. The focus on the highest risk areas and sources will enable a more efficient approach to improving public health conditions. Elevated concentrations of bacteria, specifically related to human sources that pose a health risk to recreators, will be addressed through targeted source tracking and abatement strategies.
- Leverage other funding sources to maximize SCW Program Goals: The LCC Group has invested in microbial source tracking over the past three wet season, which are anticipated to continue and support the Targeted Human Waste Source Reduction Strategy.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

- Encourage innovation and adoption of new technologies and practices: This study is applying significant advances in the scientific understanding of bacteria-related issues. The study priorities are based on scientific advancements and understanding of human sources contributing the greatest risk to recreators. The study will continue to adapt as other advances are made relevant to the bacteria issues, in both the science and regulatory environment. The source tracking will utilize new and innovative monitoring techniques to confirm high risk areas and the Group will incorporate strategic source abatement and implementation actions, leveraging new and innovative approaches to these complex issues.
- Invest in independent scientific research: Implementation of the risk-based prioritization approach and source identification data gathered will contribute to the ongoing scientific research on bacteria-related impairments and effective management. Additional scientific research published relevant to the study will be incorporated as applicable.
- Implement an iterative planning and evaluation process to ensure adaptive management: The human waste source reduction strategy itself is adaptive management of the LCC Groups current strategy. This incorporates adaptive management to continually update priorities as new data and information is available.

In order to proceed with the scientific study work, GWMA must enter into a Transfer Agreement with the County and also adopt a Resolution to approve and authorize execution of the agreement. Additionally, staff is requesting approval to issue a Notice-to-Proceed to Craftwater Engineering to conduct the study, utilizing their On-Call Professional Services Agreement, for an amount not-to-exceed \$451,250.

DISCUSSION:

In March 2022, the Los Angeles Regional Water Quality Control Board voted to adopt the Los Cerritos Channel and Estuary, Alamitos Bay, and Colorado Lagoon Indicator Bacteria Total Maximum Daily Load (TMDL). This TMDL establishes water quality objectives for E. coli and Enterococcus consistent with the 2018 Statewide Bacteria Provisions for the named waterbodies with the primary goal of protecting public health and supporting recreational beneficial use goals. The scientific study will utilize a data-driven approach to identify efficient and effective implementation actions watershed-wide. This Strategy is timely given advancements in the development of human markers and other diagnostic tools, successful development of an innovative risk-based approach for Upper Los Angeles River that provides a model for this study, and the need to move expeditiously to reduce public health risks and demonstrate compliance with the pending TMDL.

Grant funding approved through the SCWP is for a not-to-exceed amount of \$475,000. The Targeted Human Waste Source Reduction Strategy aligns implementation actions to successfully reduce potential health risks to recreators. The keys benefits are a targeted approach to decrease health risks due to bacteria-related issues in the watershed, which therefore improves water quality conditions for recreators. The Los Cerritos Channel (LCC) Group, and the Los Angeles region overall, has faced challenges addressing bacteria-related issues. The targeted approach in this study emphasizes source control and provides an expedited pathway for improving water quality conditions, compared to existing efforts that focused primarily on implementing traditional

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

structural controls that may not reduce pathogen concentrations.

The following outcomes and benefits are anticipated:

- A risk-based framework to expeditiously reduce public health risks and demonstrate compliance with bacteria objectives.
- Characterization of highest priority areas in the watershed to invest resources based on water quality conditions, potential sources of human waste, and influence on impaired receiving waters.
- Recommended abatement strategies to reduce the recreational health risk in downstream receiving waters, progressing towards the bacteria compliance objectives.
- Collection of paired fecal indicator bacteria (FIB) and human marker data to support evaluation of water quality conditions and determining human health risk levels.
- Education and outreach to stakeholders on bacteria issues.

GWMA staff received a written request from the LCC WMP Group for GWMA to retain the services of Craftwater Engineering to conduct this unique study. According to the request, Craftwater Engineering is “uniquely qualified to conduct this analysis because they have done substantial work in LCC’s watershed as a sub-contractor to the watershed consultant and were involved with a similar study in the Upper Los Angeles Watershed and this study will complement the Regional Pathogen Scientific Study.

Previously, during the procurement process for a separate SCWP Grant Funded project, staff reviewed all of GWMA’s Board-approved policies and conferred with legal counsel to ensure compliance with GWMA policies and SCWP legal requirements regarding sole source contracts. In accordance with GWMA’s Board-approved On-Call Consultants Professional Services Policy, the GWMA is permitted to approve a sole source contract under certain conditions. They are:

EXCEPTIONS (excerpt from On-Call Consultant Professional Services Policy)

1. *With a majority vote of the GWMA Board, a particular consultant may be chosen based on the unique requirements and/or experience of the consultant for a particular scope of work.*
2. *In the case of a unique requirement and/or time sensitive circumstance, a consultant may be requested to submit a proposal by the watershed committee subject to a majority approval by the GWMA Board.*

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

As stated previously, Legal Counsel reviewed the requirements of the SCWP Transfer Agreement and advised that the Board would have to find at least one of the following conditions exists in order to award a sole source contract and comply with SCWP requirements: (1) the uniqueness of a vendor's capabilities or goods offered to meet the needs of GWMA as compared to other vendors; (2) the prior experience of the proposed vendor is vital to the goods or services; and (3) the facilities, staff or equipment the proposed vendor has that are specialized and vital to the services required. Staff believes that each of these three conditions exists with respect to Craftwater Engineering because of Craftwater Engineering's on-going work with the LCC WMP Group.

The GWMA Board-approved Procurement Policy authorizes a sole source contract if a WMP Group specifically requests that a vendor perform services pursuant to a Memorandum of Understanding (MOU). GWMA received a written request from the Chair of the LCC WMP Group to sole source this work to Craftwater Engineering. Given that the LCC WMP Group has an MOU with GWMA for the implementation of their WMPs, staff believes authorization exists for a sole source.

Per GWMA's Board-approved On-Call Consultant Professional Services Policy and Procurement Policy and Legal Counsel's guidance, staff is requesting approval to retain Craftwater Engineering to perform the scope of services as described in Craftwater Engineering's proposal for the Scientific Study in an amount not to exceed \$451,250 (included herein as Attachment 3).

FISCAL IMPACT:

To date, nominal staff and legal time is being expended to assist in preparing the information for Board consideration, review/develop the Transfer Agreement and Resolution, and to request a scope of work proposal from Craftwater Engineering. Once the legal agreements are executed, GWMA's costs will be covered by Measure W funds. Five percent (5%) of the \$475,000 has been budgeted to pay for management and administration by GWMA staff.

RECOMMENDATION:

- a. Adopt Resolution No. 24-02, approving the SCWP Transfer Agreement for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;
- b. Authorize the Executive Officer to issue a Notice to Proceed to Craftwater Engineering to conduct the Scope of Work per Craftwater Engineering's proposal for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study in an amount not to exceed \$451,250 and as presented for the Transfer Agreement, using the On-Call Consultant Professional Services Agreement on file.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

RESOLUTION NO. 24-02

A RESOLUTION OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY BOARD APPROVING THE SAFE, CLEAN WATER PROGRAM REGIONAL PROGRAM TRANSFER AGREEMENT, AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE AGREEMENT

THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY ("GWMA") BOARD OF DIRECTORS DOES HEREBY RESOLVE:

SECTION 1. The GWMA is the lead agency for the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel (the "Study"). The Study has been selected for inclusion in the Lower San Gabriel River Stormwater Investment Plans ("SIP") under the Safe, Clean Water Program's Regional Scientific Studies Program (the "Program").

SECTION 2. As a condition for receiving funding under the Program, lead agencies must approve and execute a template Transfer Agreement for the Safe, Clean Water Program's Regional Program.

SECTION 3. The GWMA Board hereby approves the Transfer Agreement between the Los Angeles County Flood Control District and the GWMA, attached hereto as Attachment A.

SECTION 5. The GWMA Board hereby authorizes and directs the Chair to execute the attached Transfer Agreement on behalf of the GWMA.

SECTION 6. The GWMA Board hereby authorizes and directs the Executive Officer to take all other actions necessary to implement the attached Transfer Agreement in accordance with this Resolution.

PASSED, APPROVED and ADOPTED by the GWMA Board at a regular meeting held on the 11th day of April, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adriana Figueroa, Chair

ATTEST:

Traci Gleason, Program Administrator

ATTACHMENT A
Transfer Agreement

-DRAFT TEMPLATE-

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
AGREEMENT NO. _____
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant Entity*), hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code.

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

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

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

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

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

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality/Entity Name:	
Name:	(Program Manager)	Name:	(Project Manager)
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

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

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 30-days of receipt of the signed executed Agreement.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2020-21 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement.
- F. The Recipient shall submit the scope of work described in Exhibit A 30-days after execution of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 30-days after execution of the addendum to this Agreement.

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

*(Project Developer)*_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

[The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.]

A-2. Consistent with SCW Program Goals

[By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18, Section 4 of the Los Angeles County Flood Control District Code.]

A-3. Estimated Reasonable Total Activity Cost

[The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.]

A-4. Funded Activity Description and Scope of Work

[The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Right of Way Acquisition
6. Construction and Implementation
7. Operation and Maintenance]

A-5. Operations and Maintenance (O&M) Plan

[Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible. The Recipient shall specifically identify the entity that will be performing the O&M for the

lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.]

A-6. Post-Construction Monitoring

[Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.]

A-7. Sustainability Rating

[Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.]

A-8. Stakeholder and Community Outreach/Engagement Plan

[The Recipient shall submit a plan for Community Outreach/Engagement for Infrastructure Program Projects. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Community Outreach/Engagement requirements:

Community Outreach/Engagement activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	Engagement
Over \$10 M	Outreach	2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Community Outreach/Engagement activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.]

A-9. Tracking Infrastructure Program Project Benefits

[The Recipient shall submit an overview of the benefits achieved upon the Activity Completion.]

A-10. Work Schedule and Completion Date

[The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.]

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the account holder only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the Los Angeles County Flood Control District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition

The Recipient shall not use SCW Program Contributions to acquire real property or interests in real property except as necessary to implement the Funded Activity and only from a willing seller. If real property is acquired adjacent to District Right-of-Way efforts will made to establish Right-of-Way for the Funded Activity site.

B-4. Amendment

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

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include: accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, Recipient shall also obtain an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the sixth (6th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the sixth (6th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly-accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due To District</u>	<u>SIP Fiscal Year</u>	<u>Audit Begins</u>	<u>Audit Report Due to District</u>
1/15/2022	No later than 7/31/2022	2020-21	7/1/2023	No later than 12/31/2023

4. At all reasonable times, the Recipient shall permit the Chief Engineer to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Unsupported or ineligible expenditures, as described but not limited to those in Section 16.05.A.3 of Code, shall be disallowed upon audit. The Recipient will be required to repay the District for all disallowed costs.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of all disbursed SCW Program Contributions together with accrued interest and any penalty assessments that may be due, or the relinquishment by Recipient of all or any portion of the remaining funds covered by this Agreement.

B-14. Default Provisions

The Recipient will be in default under this Agreement if any of the following occur:

1. Material breaches of this Agreement or any addendum to it
2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement;

3. Failure to operate or maintain Project in accordance with this Agreement;
4. Failure to submit timely progress reports

Should an event of default occur, the State shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify all other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project, the Recipient shall ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-18. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.
1. Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-19. Indemnification

The Recipient will indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-20. Independent Actor

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

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the State. (LACC Chapter 2.202)

B-21. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-22. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution in a timely manner, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to six (6) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than six (6) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year*</u> <u>Awarded</u>	<u>Funds Lapse</u> <u>After</u>	<u>Extension</u> <u>Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 12/31/2024	No later than 12/31/2025

B-23. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-24. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-25. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-26. No Third-Party Rights

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

B-27. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any proposed change in the scope of the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval from the District.
 - b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;

- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-28. Public Records

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

B-29. Recipient's Responsibility for Work

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

B-30. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-31. Remaining Balance

In the event that the Recipient does not spend all of the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-32. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements.

1. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the Program Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Program Manager. The Quarterly Progress/Expenditure Reports may be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period;
 - f. Scheduling concerns and issues encountered that may delay completion of the task;
 - g. Work anticipated for the next reporting period;
 - h. Any anticipated schedule or budget modifications;
 - i. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, ground breaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate; and
 - j. Additional financial or project-related information as required by the District.
 - k. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A.
 - l. Status of Recipient's insurance
 - m. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how

each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

2. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	March	15 May
Second Quarter	June	15 August
Third Quarter	September	15 November
Fourth Quarter	December	15 February

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall also include a description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18, Section 4 of the Code for the prior year.
4. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
5. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-33. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of

any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-34. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding ten years.

B-35. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.

2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of

contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)

8. **Prevailing Wage.** The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .
9. **Public Funding.** This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-36. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-37. Termination

The District has the right to terminate this Agreement should the Recipient be in material breach of its terms. Upon receipt of a notice of intent to terminate this Agreement from the District, the Recipient shall promptly return to the District any previously disbursed funds that Recipient has not yet expended or committed for expenditure in conjunction with the Funded Activity.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-39. Required Repayment of SCW Program Contributions and Material Violations

The District may demand repayment of all or any portion of the SCW Program Contribution along with interest at the California general obligation bond interest rate at the time of the notification of termination, as directed by the District and take any other action that it deems necessary to protect its interests for the following conditions:

1. The Recipient has violated any provision of this Agreement; or
2. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code.
3. The Recipient fails to maintain reasonable progress toward Project Completion.
4. The Recipient has failed in any other respect to comply with the provisions of the Agreement if the Recipient does not remedy any such failure to the District's satisfaction.
5. Failure by the Recipient to submit complete and accurate Quarterly Progress/Expenditure Reports by the required due dates, unless otherwise approved by the District.
6. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
7. Inappropriate use of SCW Program Contributions, as deemed by the District
8. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain this Agreement.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity prior to implementation. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-4. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation in cooperation with the lead agency, analysis and other work, including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity prior to implementation. Environmental documentation prepared in connection with the Funded Activity will

be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

**ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2020-21 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

 (Project Developer) :

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines Nature-Based Solutions as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. Nature-Based Solutions may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. Nature-Based Solutions include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. Nature-Based Solutions may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes. Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each quarterly and annual report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally-based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Operational maintenance may include but not be limited to those activities listed below. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits. Recipients are to consider using the following guidance for operations and maintenance for Infrastructure Program Projects.

1. Litter Control

- Weekly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Weekly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Weekly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants weekly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate water craft and harvesting equipment

- Wild flower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a weekly basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.

- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.
6. Erosion Management and Control
- Inspect slopes for erosion during each maintenance activity
 - Inspect basins for erosion
 - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.
7. Ongoing Monitoring Activities
- Monitor controllable intake water flow and water elevation
 - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
 - Quarterly water quality sampling
 - Checking telemetry equipment
 - Tracking and reporting inspection and maintenance records
8. Vector and Nuisance Insect Control
- Monitoring for the presence of vector and nuisance insect species
 - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
 - Managing emergent vegetation
 - Using hydraulic control structures to rapidly dewater emergent marsh areas
 - Managing flow velocities to reduce propagation of vectors

Exhibit A

Regional Program Scientific Study – Scope of Work

To: Gateway Water Management Authority

From: Craftwater Engineering

Date: November 2023

Subject: Regional Program Scientific Study – Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel

A-1. BUDGET PLAN

Transfer Agreement Guidelines: The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

The Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel will develop a data-driven framework to guide and prioritize source identification and abatement efforts for reducing human waste sources of bacteria. The following budget plan outlines the expenditures for the study by task and schedule:

Task	Subtask Description	Expenditure	LSGR		Completion Date
			FY23-24	FY24-25	
1	Project Management	Craftwater Engineering Inc.	\$19,000	\$23,750	NTP + 82 weeks (6/30/2025)
1	Task 1 Project Management and Administration	Gateway Water Management Authority	\$1,000	\$1,250	NTP + 82 weeks (6/30/2025)
2	Catchment Prioritization	Craftwater Engineering Inc.	\$57,000	\$28,500	NTP + 17 weeks (3/29/2024)
2	Task 2 Project Management and Administration	Gateway Water Management Authority	\$3,000	\$1,500	NTP + 17 weeks (3/29/2024)
3	Targeted Human Waste Source Reduction Strategy	Craftwater Engineering Inc.	\$71,250	\$0	NTP + 30 weeks (6/28/2024)
3	Task 3 Project Management and Administration	Gateway Water Management Authority	\$3,750	\$0	NTP + 30 weeks (6/28/2024)
4	Source Identification & Abatement	Craftwater Engineering Inc.	\$0	\$213,750	NTP + 82 weeks (6/30/2025)
4	Task 4 Project Management and Administration	Gateway Water Management Authority	\$0	\$11,250	NTP + 82 weeks (6/30/2025)
5	Outreach & Engagement	Craftwater Engineering Inc.	\$19,000	\$19,000	NTP + 82 weeks (6/30/2025)
5	Task 5 Project Management and Administration	Gateway Water Management Authority	\$1,000	\$1,000	NTP + 82 weeks (6/30/2025)
TOTAL			\$175,000	\$300,000	

A-2. CONSISTENT WITH SCW PROGRAM GOALS

Transfer Agreement Guidelines: By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code. The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The Targeted Human Waste Source Reduction Strategy aligns implementation actions to successfully reduce potential health risks to recreators. The keys benefits are a targeted approach to decrease health risks due to bacteria-related issues in the watershed, which therefore improves water quality conditions for recreators. The Los Cerritos Channel (LCC) Group, and the Los Angeles region overall, has faced challenges addressing bacteria-related issues. The targeted approach in this study emphasizes source control and provides an expedited pathway for improving water quality conditions, compared to existing efforts that focused primarily on implementing traditional structural controls that may not reduce pathogen concentrations.

The following outcomes and benefits are anticipated:

- A risk-based framework to expeditiously reduce public health risks and demonstrate compliance with bacteria objectives.
- Characterization of highest priority areas in the watershed to invest resources based on water quality conditions, potential sources of human waste, and influence on impaired receiving waters.
- Recommended abatement strategies to reduce the recreational health risk in downstream receiving waters, progressing towards the bacteria compliance objectives.
- Collection of paired fecal indicator bacteria (FIB) and human marker data to support evaluation of water quality conditions and determining human health risk levels.
- Education and outreach to stakeholders on bacteria issues.

This study will directly address the following SCW Program goals:

- A. Improve water quality and contribute to attainment of water-quality requirements:** The study will progress the LCC Group towards attainment of the bacteria-related water quality objectives by identifying cost-effective strategies and reducing high concentrations of bacteria, specifically related to human sources, in targeted areas.
- C. Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space:** The study is focused on identifying management strategies that will protect health of public recreating in receiving water bodies. The focus on the highest risk areas and sources will enable a more efficient approach to improving public health conditions. Elevated concentrations of bacteria, specifically related to human sources that pose a health risk to recreators, will be addressed through targeted source tracking and abatement strategies.
- D. Leverage other funding sources to maximize SCW Program Goals:** The LCC Group has invested in microbial source tracking over the past three wet season, which are anticipated to continue and support the Targeted Human Waste Source Reduction Strategy.
- H. Encourage innovation and adoption of new technologies and practices:** This study is applying significant advances in the scientific understanding of bacteria-related issues. The study priorities are based on scientific advancements and understanding of human sources contributing the greatest risk to recreators. The study will continue to adapt as other advances are made relevant to the bacteria issues, in both the science and regulatory environment. The source tracking will utilize new and innovative monitoring techniques to confirm high risk areas and the Group will incorporate strategic source abatement and implementation actions, leveraging new and innovative approaches to these complex issues.

Regional Program Scientific Study FY23-24 Scope of Work – Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel

- I. **Invest in independent scientific research:** Implementation of the risk-based prioritization approach and source identification data gathered will contribute to the ongoing scientific research on bacteria-related impairments and effective management. Additional scientific research published relevant to the study will be incorporated as applicable.
- L. **Implement an iterative planning and evaluation process to ensure adaptive management:** The human waste source reduction strategy itself is adaptive management of the LCC Groups current strategy. This incorporates adaptive management to continually update priorities as new data and information is available.

A-3. ESTIMATED REASONABLE TOTAL ACTIVITY COST

Transfer Agreement Guidelines: The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity

The table below lists the estimated reasonable total activity costs for all tasks under the Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel Scientific Study of the Funded Activity.

Task	Subtask Description	LSGR WASC	
		FY23-24	FY24-25
1	Project Management	\$19,000	\$23,750
2	Catchment Prioritization	\$57,000	\$28,500
3	Targeted Human Waste Source Reduction Strategy	\$71,250	\$0
4	Source Identification & Abatement	\$0	\$213,750
5	Outreach & Engagement	\$19,000	\$19,000
TOTAL		\$175,000	\$300,000

A-4. FUNDED ACTIVITY DESCRIPTION AND SCOPE OF WORK

Transfer Agreement Guidelines: The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. *Project Management, including required reporting*
2. *General Compliance Requirements/Project Effectiveness and Performance*
3. *Permitting and Environmental Compliance*
4. *Planning, Design, and Engineering*
5. *Stakeholder and Community Outreach/Engagement Activities*

6. *Right of Way Acquisition*

7. *Construction and Implementation*

8. *Operation and Maintenance*

The study will develop and begin implementation of the Targeted Human Waste Source Reduction Strategy for the LCC Watershed Management Area, which includes areas in Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, Signal Hill, and Unincorporated County. The general strategy is comprised of the following steps:

1. **Assessment of REC-1 Receiving Water Quality Conditions:** Impaired receiving waters for bacteria are assessed based on available water quality data. If conditions are meeting applicable water quality objectives, catchments draining to the receiving water are considered a low priority.
2. **Upstream Assessment of Water Quality Conditions:** Similar assessment of unlisted tributaries and MS4 outfalls based on available water quality data. If conditions are meeting applicable water quality objectives, catchments draining to the tributary/outfall are considered a low priority. Additionally, assess connectivity of the MS4 network to receiving waters, where areas eventually draining to and potentially impacting impaired receiving waters are the focus for prioritization and subsequent investigation and abatement activities.
3. **Catchment Prioritization:** Prioritize upstream catchments based on (1) and (2), potential sources of human waste, and other factors related to the potential impact each catchment may have on water quality conditions in impaired receiving waters. Inform follow-up steps (4) and (5).
4. **Source Identification Monitoring:** Based on the results of (1) – (3) confirm highest priority catchments that may contribute to receiving water impairments through collection of additional receiving water and outfall monitoring data. Identify additional monitoring needs to locate sources within priority areas and guide abatement activities in step (5).
5. **Source Abatement:** Implement human waste control actions based on the findings of (4), tailored in different locations based on identified sources. Where necessary, site feasible projects to effectively reduce priority catchments contribution to receiving water impairments.
6. **Performance Monitoring:** Evaluate impact/success of abatement activities. Monitoring to confirm the source(s) identified were eliminated or successfully mitigated.

The following provides the tasks to be completed under this study.

TASK 1: PROJECT MANAGEMENT

Project management protocols will be maintained according to the County requirements. This task includes providing quarterly reports, which will also be summarized in an annual report. Reports will provide an update on progress and outcomes on the outlined tasks.

Deliverables

- Progress Updates, as needed
- Quarterly Reports
- Annual Reports

TASK 2: CATCHMENT PRIORITIZATION

The foundation of the Targeted Human Waste Source Reduction Strategy is the initial catchment prioritization. The catchment prioritization combines water quality condition assessments, screening and scoring of potential

human waste sources present, and connectivity to REC-1 supported receiving waters to identify high priority outfall catchments. The following established approach will be utilized and tailored to the LCC Watershed Management Area:

Assessment of REC-1 Receiving Water Quality Conditions - supports water quality assessments at water contact recreation (REC-1) receiving waters, with a focus on waterbodies with existing bacteria TMDLs/303(d) impairments especially those known to be popular for recreational use. Assessments are based on available water quality data, where existing available data are primarily fecal indicator bacteria (FIB) measurements collected to support TMDL and MS4 monitoring requirements. If water quality conditions indicate high exceedance levels and/or an elevated human health risk at a particular impaired receiving water, it is a higher priority for further investigation; however, if conditions are meeting applicable water quality objectives (WQOs), based on California's adopted Bacteria Provisions (*SWRCB 2018*), the associated catchments draining to the receiving water are considered low priority. High exceedance levels of WQOs are defined as follows:

- For saline water, if sufficient *Enterococci* data are available the percent of samples above the applicable benchmark, 110cfu/100mL¹, is calculated.
- For freshwater, if sufficient *E.coli* data are available the percent of samples above the applicable benchmark, 320cfu/100mL², is calculated.

Where human marker, e.g., HF183, data are available, an appropriate action level will be used to support prioritization based on ongoing discussions in the Southern California region regarding establishment of a HF183 (or another alternative marker) compliance pathway and associated threshold value. Where persistent exceedances are observed in REC-1 receiving waters, contributing drainage areas are considered a higher priority for further investigation. The definition of persistent exceedances will be further developed through the strategy and adaptive management process as more HF183 data are collected.

Upstream Assessment of Water Quality Conditions - supports water quality assessments of upstream conditions, including unlisted tributaries and the MS4 network/outfalls. A similar assessment of water quality conditions is conducted for unlisted tributaries and outfalls within the MS4 network. The same decision criteria are used: if water quality conditions indicate high exceedance levels and/or an elevated human health risk, then it is a higher priority for further investigation. However, if conditions are meeting applicable WQOs, based on California's recently adopted Bacteria Provisions, and the HF183 action level (as data are available), the associated catchments draining to the tributaries or MS4 outfalls are considered low priority.

In addition, connectivity of the upstream areas to REC-1 receiving waters is evaluated at this stage. Areas that eventually drain to and may potentially impact REC-1 receiving waters are the focus for prioritization and subsequent investigation and abatement efforts.

Catchment Prioritization – upstream catchments are prioritized based on a number of key factors that include available information on water quality (as referenced in assessment of receiving water and upstream water quality conditions), potential sources of human waste, and other factors that relate to the potential impact each catchment may have on water quality conditions and beneficial uses in impaired receiving waters. FIB and HF183 monitoring data, proximity to receiving waters and recreational usage rates are primary factors in the prioritization method. The types of potential sources of human waste to be evaluated in the prioritization include sanitary sewer and septic system exfiltration; homeless encampments; sanitary sewer overflows; private lateral deficiencies; fats, oils, and grease impacts; and illicit connections/illicit discharges. The initial catchment prioritization based on existing available data in the watershed will be conducted in the first year of

¹ Associated with the Statistical Threshold Value (STV) for *Enterococcus* in the California Bacteria Provisions and the Los Cerritos Channel and Estuary, Alamitos Bay, and Colorado Lagoon Bacteria TMDL.

² Associated with the Statistical Threshold Value (STV) for *E. coli* in the California Bacteria Provisions and the Los Cerritos Channel and Estuary, Alamitos Bay, and Colorado Lagoon Bacteria TMDL.

Regional Program Scientific Study FY23-24 Scope of Work – Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel

the study. In the second year of the study, an iterative process will be applied to reprioritize catchments based on additional sampling efforts and analysis including HF183 data at initial priority locations. Catchment prioritization results will be used to inform source identification needs and other subsequent steps.

Deliverables

- Catchment Prioritization (Year 1)
- Refined Catchment Prioritization (Year 2)

TASK 3: TARGETED HUMAN WASTE SOURCE REDUCTION STRATEGY

The Targeted Human Waste Source Reduction Strategy (Strategy) will incorporate the detailed catchment prioritization from Task 2 and establish the source identification and abatement framework to be initiated under Task 4. The methods and results of the catchment prioritization will be clearly documented in the Strategy. In addition, the Strategy will provide guidance for initial source identification and abatement efforts in the highest priority areas. A proposed schedule for initial efforts will be drafted, focused first on meeting the earliest regulatory deadlines as it relates to the Los Cerritos Channel and Estuary, Alamitos Bay, and Colorado Lagoon Bacteria TMDL. The Strategy will focus on technical deliverables, such as maps and narrative of the approach and outcomes from the prioritization to guide future source identification and abatement efforts across the LCC region.

Deliverables

- Draft Targeted Human Waste Source Reduction Strategy
- Final Targeted Human Waste Source Reduction Strategy

TASK 4: SOURCE IDENTIFICATION & ABATEMENT

Initial targeted areas will be selected to proceed with the source identification consistent with the framework outlined in the Targeted Human Waste Source Reduction Strategy in Task 3. Source identification investigations will begin by confirming catchments that may contribute to elevated risk levels and REC-1 impairments through the collection of additional receiving water and outfall monitoring data. Monitoring results will be evaluated relative to a set of “action levels” for the purpose of triggering 1) analysis of paired HF183 samples collected at the time FIB samples were collected, and potentially triggering 2) additional phases of investigation, including catchment outfall sampling and/or up-watershed catchment source investigation. Monitoring and investigation strategies will be used to track and locate sources within priority areas to facilitate source abatement efforts.

Catchment prioritization results will be leveraged to define specific areas of investigation (AOIs) of grouped high priority catchments in the source identification phase. Within these AOIs, if FIB actions levels are exceeded in receiving waters, consistent with the benchmarks referenced for *Enterococcus* (110 cfu/100ml; for beaches) and *E. coli* (320 cfu/100ml; for creeks), paired HF183 samples will be analyzed. If greater than 10% of the FIB results and greater than 10% of the HF183 results exceed the applicable action levels, then upstream catchment sampling/investigation would proceed.

To specifically identify sources of human waste within AOIs, a human waste source investigation (HWSI) will be completed following an efficient and systematic approach. The specific steps of a HWSI to identify human fecal sources are shortened and adapted from *The California Microbial Source Identification Manual*. While AOI-specific monitoring plans will be developed, the general framework for conducting a source investigation are as follows:

Regional Program Scientific Study FY23-24 Scope of Work – Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel

- (1) **Characterize AOI:** Gather additional details not represented in the prioritization and refine the mapping for the AOI as appropriate. Develop an inventory for the AOI and identify stakeholders.
- (2) **Conduct Stakeholder Coordination:** Coordinate with governmental and non-governmental organization, regional monitoring groups, and others involved in the AOI. Gather additional data from partners.
- (3) **Gather Additional Data:** Complete more focused data collection within the boundaries of the AOI, including but not limited to additional monitoring data, GIS data, and source data. Visual or sanitary surveys may also be conducted as needed during this stage to identify sources of pollution and gain more familiarity with conditions within the bounds of the AOI.
- (4) **Develop Testable Hypothesis:** Define a testable hypothesis related back to the primary goals of the Targeted Human Waste Source Reduction Strategy and specific to targeted AOI. Develop basis for designing an effective investigation and selecting most appropriate source tracking and identification methods. The goal for any monitoring design would be to test the null hypothesis (e.g., that Catchment(s) X, Y, and Z are a source of human fecal contamination at a downstream impaired receiving water) and if the null hypothesis is rejected, to conclude with some level of confidence that the identified catchments are not a source of human fecal contamination
- (5) **Develop HWSI Strategy for AOI:** Conduct HWSI in systematic manner to ensure temporal and spatial relevance, sufficient data collected for addressing testable hypotheses, and effective use of limited resources. Develop AOI-specific Monitoring Plans.
- (6) **Implement the HWSI:** Conduct HWSI activities in accordance with HWSI strategy and AOI Monitoring Plan.

If a source is clearly identified, source abatement strategies will be recommended. If the results are inconclusive, the monitoring plan will be adapted and reimplemented.

While HF183 is one of the key tools in human waste source investigations, AOI-specific monitoring plans will use resources as appropriate from a toolbox with a range of methods and techniques used to identify sources of human waste. Monitoring plans will select resources that complement each other in a cost-effective manner based on initial characterization of the AOI. Available tools include physical, bacterial, viral, and chemical markers such as the following:

Physical Markers	Bacterial Markers	Viral Markers	Chemical Markers
<ul style="list-style-type: none"> - Dye Testing - Smoke Testing - CCTV - Electroscan Technology - Flow-paced Sampling - GIS - Canine Scent Tracking 	<ul style="list-style-type: none"> - Fecal Indicator Bacteria (FIB) - Human-Specific Bacterial Markers (e.g., HF183, HumM2) - Human Fecal Score (average HF183 gene in water samples) - Microbial Community Analysis (includes community fingerprinting, microarrays, and DNA sequencing) 	<ul style="list-style-type: none"> - Coliphage - Adenovirus - Polyomavirus 	<ul style="list-style-type: none"> - Caffeine - Cotinine - Optical Brighteners - Fecal Sterols

Source abatement recommendations will focus on where human waste sources have been identified. Recommendations will be tailored in different locations based on the identified sources, but generally may pull from strategies such as the following:

Source Type	Abatement Recommendation
Malfunctioning wastewater, water, or recycled water infrastructure	Maintain, repair, or replace the infrastructure
Homeless Encampments	Coordinate with appropriate city departments and latest legal policy for allowable actions. Removal of trash and debris. Increase public sanitation facilities.
SSOs	Repair of emergent cause and maintenance and/or repair to limit recurrence
FOG Impacts	Education and issue notice of violation
Illicit connection/illicit discharge	Education, issue notice of violation, and removal of connection
Illegal dumping	Education, issue notice of violation, and clean spill area

Deliverables

- Source Identification & Abatement Recommendations in Selected AOIs

TASK 5: OUTREACH & ENGAGEMENT

Development of the Strategy will include coordination with Board staff throughout to ensure the methods and outcomes are in line with regulatory expectations. There will be ongoing engagement with the Regional Board to discuss the shift in focus to source control efforts and targeting high risk areas. The team will provide updates to Board staff and promote feedback on the approach. This engagement is critical to ensure policy directions are consistent with the updated implementation approach the Group is pursuing.

Deliverables

- Meeting agendas and materials, as needed

A-5. OPERATIONS AND MAINTENANCE (O&M) PLAN

Does not apply to Scientific Studies

A-6. POST-CONSTRUCTION MONITORING

Does not apply to Scientific Studies

A-7. SUSTAINABILITY RATING

Does not apply to Scientific Studies

A-8. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGEMENT PLAN

Does not apply to Scientific Studies

A-9. TRACKING INFRASTRUCTURE PROGRAM PROJECT BENEFITS

Does not apply to Scientific Studies

A-10. WORK SCHEDULE AND COMPLETION DATE

Transfer Agreement Guidelines: The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

The following schedule assumes a Notice to Proceed (NTP) of May 1, 2024 for the FY 23-24 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	5/1/2024
FY23-24		
1	Project Management	11/30/2024
2	Catchment Prioritization (includes Assessment of Water Quality Conditions)	8/31/2024
3	Targeted Human Waste Source Reduction Strategy	11/30/2024
5	Outreach & Engagement	11/30/2024
FY24-25		
1	Project Management	11/30/2025
2	Refined Catchment Prioritization	5/31/2025
4	Source Identification & Abatement (in Selected AOIs)	11/30/2025
5	Outreach & Engagement	11/30/2025



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

April 11, 2024

AGENDA ITEM 12 – Third Amendment to the Memorandum Of Understanding (MOU) for the Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group

SUMMARY:

The 2nd Amendment to the MOU between GWMA and LAR UR2 Watershed Group is set to expire December 31, 2024. Both parties wish to extend the MOU's term so that the Watershed Group can continue to implement the Group's watershed management program (WMP) and coordinated integrated monitoring program (CIMP) to comply with MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

DISCUSSION:

The original MOU between GWMA and LAR UR2 was executed in August of 2013 for the purpose of cooperatively supporting and undertaking preparation of the WMP and CIMP and additional services agreed to by the Watershed Group working through the LAR UR2 Watershed Committee and as approved by the GWMA. The original MOU did not include services related to the implementation of the WMP and CIMP and required monitoring.

The first amendment to the MOU, executed in December of 2014, amended the term of the original MOU and is set to expire on December 31, 2019. Additionally, the first amendment to the MOU added implementation of the WMP and CIMP to the scope and provided a separate cost-share formula for the implementation of those plans, subject to annual budget approval.

In 2019, participants of the LAR UR2 Watershed Group expressed interest to continue the agreement through December 2024 in order to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management. A second amendment to the MOU, amending the term of the agreement to expire on December 31, 2024, was approved by the GWMA Board in November 2019.

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

The participants have again contacted GWMA and expressed interest to continue this agreement through December 31, 2029. GWMA's legal counsel has prepared the third amendment to the MOU to be issued to all GWMA members/non-members in the LAR UR2 Watershed Group to provide administrative and contractual services for the LAR UR2 participants.

Participating GWMA members and non-members will be invoiced for administrative fees on each payment to cover direct administrative costs. GWMA non-members will also be invoiced for administrative fees on each payment to cover indirect administrative costs. GWMA members will not be invoiced for indirect administrative costs as members already pay annual membership fees that pay for these costs.

FISCAL IMPACT:

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

RECOMMENDATION:

- a. Approve the Third Amendment to the MOU and authorize the Chair to execute the MOU Amendment.

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

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
TO
EXTEND THE MOU’S TERM IN ORDER TO UPDATE AND CONTINUE
IMPLEMENTING A WATERSHED MANAGEMENT PROGRAM (“WMP”) AND
COORDINATED INTEGRATED MONITORING PROGRAM (“CIMP”) AS REQUIRED BY
THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NDPES) PERMIT FOR
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE
COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA COUNTIES, ORDER NO.
R4-2021-0105 (“MS4 PERMIT”)**

This **THIRD AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon (“Cities”), and the Los Angeles Flood Control District (“LACFCD”):

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

A. For the purposes of this Third Amendment, the term “Watershed Permittees” shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

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

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, as amended (“MOU”); and

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

E. On November 17, 2014, the PARTIES entered into a First Amendment to the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2)

provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocation; and

F. The GWMA, on behalf of the Parties, has hired a consultant, CWE Engineering ("Consultant"), to implement the Plans for the benefit of the Parties; and

G. On April 9, 2020, the PARTIES entered into a Second Amendment to the MOU in order to extend the MOU's term to December 31, 2024; and

H. On July 23, 2021, the Los Angeles Regional Water Quality Control Board approved a new MS4 Permit, which continues the WMP and CIMP permit compliance options; and

I. The PARTIES wish to again extend the MOU's term in order to maintain their existing beneficial relationship and cooperatively implement the Plans to comply with the MS4 Permit requirements with the support of GWMA's Consultant, including the process of updating the WMP and CIMP through adaptive management, and to update the financial terms of the MOU.

Agreement. The PARTIES agree that the following provisions of the MOU shall be amended as follows:

1. The term "MS4 Permit" shall hereafter refer to the "National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles and Ventura," Los Angeles Regional Water Quality Control Board Order No. R4-2021-0105, NPDES Permit No. CAS004004.

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

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2027, unless sooner terminated as provided herein."

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

"Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other related expenses to which the PARTIES may agree in writing.

b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. **GWMA Members:** If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the MOU Costs for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- ii. **Non-GWMA Members.** If the Watershed Permittee is not a GWMA Member (currently LACFCD), then the MOU Costs will also include the GWMA's estimated indirect, overhead costs. In order to recover direct MOU Costs, the rate charged to Non-GWMA Members will range between five percent (5%) and ten percent (10%) of the Watershed Permittee's Proportional Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee's estimated Proportional Costs of the Consultant's services through the following June 30th. Prior to releasing payment to Consultant, GWMA shall submit a copy of the Consultant's invoices to the Representative for approval by the LAR UR 2 Sub Watershed Committee. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the Representative shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the Representative's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each

annual budgeted amount without prior notification to and approval by the Representative.

- f) Each Watershed Permittee shall review its recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 13.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the Group and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the Group directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by the Consultant if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.
- k) The PARTIES agree that if any other entity decides to cost share any element of the WMP or CIMP, GWMA will enter into a separate MOU with that entity and will reduce the Watershed Permittees' future invoice amount(s) accordingly."

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

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

DATE: _____ LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY

Adriana Figueroa
GWMA Chair

APPRVED AS TO FORM

Nicholas R. Ghirelli
Legal Counsel

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

DATE: _____

CITY OF BELL
Mr. Michael L. Antwine II
City Manager
6330 Pine Avenue
Bell, CA 90201

Michael L. Antwine II, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF BELL GARDENS
Mr. Michael B. O'Kelly
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Michael B. O'Kelly, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF COMMERCE

City Manager
2535 Commerce Way
Commerce, CA 90040

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF CUDAHY
Mr. Alfonso Noyola
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Alfonso Noyola, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ricardo Reyes, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF MAYWOOD
Ms. Jennifer E. Vasquez
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Jennifer E. Vasquez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF VERNON
Mr. Carlos R. Fandino
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Carlos R. Fandino, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
Mr. Mark Pestrella
Director
900 S. Fremont Avenue
Alhambra, CA 91803

Mark Pestrella, Director

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Counsel



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

April 11, 2024

AGENDA ITEM 13 – Administration and Cost Sharing for Harbor Toxics Downstream, Agreement Template with Individual Permit Holders, and the Third Amendment to the Professional Services Agreement with Anchor QEA, LLC.

BACKGROUND:

The MOU between GWMA and the Harbor Toxics Downstream Group for administration and cost sharing for implementation of the Coordinated Compliance, Monitoring, and Reporting Plan (CCMRP) for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads is set to expire December 31, 2024. Both parties wish to extend the MOU's term so that the Harbor Toxics Downstream Group can continue to implement the CCMRP for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies.

In addition, a new agreement template for private companies "Individual Permittees" to participate and cost-share in the CCMRP was developed for Board approval, contingent upon non-material changes approved by legal counsel.

Anchor QEA's Professional Service Agreement Amendment 2 for providing Harbor Toxic regional monitoring report services for the Harbor Toxic Downstream Group will also be expiring December 31, 2024. The Harbor Toxic Downstream Group has elected to continue with Anchor QEA and has requested that GWMA amend the Professional Services Agreement between GWMA and Anchor QEA to further extend the Agreement's expiration date from December 31, 2014 to December 31, 2029, increase the Consultant's compensation to an amount not to exceed \$2,967,000 to cover the extended expiration date, incorporate Consultant's proposed rate sheet into the Agreement and to amend the Services set forth in Exhibit A of the Agreement.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

DISCUSSION:

In April of 2014, GWMA entered into an MOU with the Harbor Toxic Downstream Group comprised of Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill and Los Angeles, acting by and through its board of harbor commissioners, the County of Los Angeles, Los Angeles County Flood Control District and the Port of Long Beach.

In April 2019, GWMA and the Harbor Toxic Downstream Group entered into a new MOU that was materially similar to the prior MOU. The new MOU authorized GWMA and the permittees to reconsider the cost-share obligations of each permittee if the MS4 Permit and/or TMDL are amended during the MOU's term. The MOU also included participating GWMA members and non-members to be invoiced for administrative fees on each payment to cover direct administrative costs, and for GWMA non-members to also be invoiced for administrative fees on each payment to cover indirect administrative costs. The MOU is set to expire December 31, 2024

In addition to the 2019 MOU with the Harbor Toxic Downstream Group, the Board had also authorized staff to enter into agreements (using an approved template) with Individual Permittees to participate and cost-share in the CCMRP. The MOUs with the Individual Permittees will expire December 31, 2024.

The Harbor Toxic Downstream group participants have expressed interest to continue this agreement through December 31, 2029. GWMA's legal counsel has prepared the first amendment to the MOU to be issued to all GWMA members/non-members in the Harbor Toxic Downstream Group to provide administrative and contractual services for the Harbor Toxic Downstream participants. Participating GWMA members and non-members will be invoiced for administrative fees on each payment to cover direct administrative costs. GWMA non-members will also be invoiced for administrative fees on each payment to cover indirect administrative costs. GWMA members will not be invoiced for indirect administrative costs as members already pay annual membership fees that pay for these costs.

GWMA's legal counsel has also prepared the template agreement for GWMA to contract with Individual Permittees that are approved by the Harbor Toxics group. Individual Permittees who execute the template agreement with GWMA will pay direct and non-direct administrative fees as non-members. This draft template agreement is materially similar to the current template, although the indemnity provisions have been strengthened in accordance with prior Board direction. Individual Permittees will also incur an annual and cumulative CPI adjustment based upon an annual cost of \$34,231. The administrative fees will be deducted from the annual cost with the balance of funds collected going to the MOU Permittees.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

In July 2014, GWMA first entered into a Professional Services Agreement (PSA) with Anchor QEA, as recommended by the Harbor Toxic Downstream Group to develop the CCMRP and to implement and conduct the monitoring set forth in the CCMRP and perform other professional services. The PSA's expiration date was September 2019. In the summer of 2018, GWMA was requested to amend Anchor QEA's PSA to extend the term of the agreement and increase the consultant's compensation amount. The amendment is set to expire December 31, 2024. The Harbor Toxic Downstream Group has elected to continue with Anchor QEA and has requested that GWMA amend the Professional Services Agreement between GWMA and Anchor QEA to further extend the Agreement's expiration date from December 31, 2024 to December 31, 2029, increase the amount of the contract by \$2,967,000 to cover the extended term, incorporate Consultant's proposed rate sheet into the Agreement and to amend the Services set forth in Exhibit A of the Agreement.

FISCAL IMPACT:

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

RECOMMENDATION:

- a. Approve the First Amendment to the Memorandum of Understanding for administration and cost sharing for implementation of the coordinated compliance, monitoring and reporting plan for the Dominguez Channel and Los Angeles and Long Beach Harbors Waters Toxic Pollutants Total Maximum Daily Loads, and authorize the Chair to execute the MOU Amendment.
- b. Approve agreement template between GWMA and Individual or General National Pollutant Discharge Elimination System Permit Holders, and authorize the Chair to execute agreements, contingent upon non-material changes approved by legal counsel.
- c. Approve Third Amendment to the Professional Services Agreement between GWMA and Anchor QEA, LLC for the Harbor Toxic Downstream Group to increase the amount of the contract by \$2,967,000 to cover the extended term, incorporate Consultant's proposed rate sheet into the Agreement and to amend the Services set forth in Exhibit A of the Agreement.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), 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

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY

AND

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

FOR

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

This First Amendment to the Memorandum of Understanding (“MOU”) dated April 15, 2019, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), the County of Los Angeles, the Los Angeles County Flood Control District (“LACFCD”), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners (“Port of Long Beach”) is made and entered into as of April 11, 2024.

RECITALS

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

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

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

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

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

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

WHEREAS, the MOU pertains to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the MOU is currently scheduled to expire on December 31, 2024; and

WHEREAS, the Permittees desire to extend the MOU and continue implementing the Coordinated Compliance, Monitoring, and Reporting Plan (“CCMRP”) for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

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

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

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

WHEREAS, GWMA has retained a consultant, Anchor QEA, L.L.C. (“Consultant”) to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have requested an extension to the Consultant’s agreement, and authorized GWMA to extend Consultant’s contract and serve as conduit for paying Consultant to continue implementing and conducting the monitoring set forth in the CCMRP.

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

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

Section 2. Term. Section 6 of the MOU (“Term”) is amended to read as follows:

“Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2029, unless terminated earlier pursuant to this MOU.”

Section 3. Monitoring Costs. **Exhibit “A”** (“Monitoring Costs”) is amended in its entirety and replaced with the version attached to this First Amendment.

Section 4. Notices. Subsection 7(b) of the MOU (“Notices”) is amended to read as follows:

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

To GWMA:

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

To the Permittees:

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

Kelli Pickler
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Tom Modica
City Manager
City of Long Beach
411 W. Ocean Boulevard
Long Beach, CA 90802

Mario Cordero
Chief Executive Director
Port of Long Beach
415 W. Ocean Boulevard
Long Beach, CA 90802

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

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

Ara Mihranian
City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Karina Bañales
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

David Wahba
Public Works Director
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Carlo Tomaino
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

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

Fred Gonzalez
Los Angeles County Flood Control District
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Section 5. Except for the changes set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

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

DATE: _____, 2024

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

APPROVED AS TO FORM:

Nicholas R. Ghirelli
General Counsel

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

DATE: _____, 2024 CITY OF BELLFLOWER

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

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

_____, 2024

Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024

Deputy City Attorney

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

DATE: _____, 2024

CITY OF LAKEWOOD

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024 CITY OF LONG BEACH

Name: _____
City Manager

ATTEST:

Name: _____
City Clerk

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024

Name: _____
Deputy City Attorney

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

DATE: _____, 2024

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Name: _____
Executive Director

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Name: _____
Board Secretary

_____, 2024
Hydee Feldstein Soto, City Attorney

_____, General Counsel

By: _____

Name: _____
Deputy City Attorney

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

DATE: _____, 2024

CITY OF PARAMOUNT

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF RANCHO PALOS VERDES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____

Name: _____

City Clerk

City Attorney

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

DATE: _____, 2024

CITY OF ROLLING HILLS

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF ROLLING HILLS ESTATES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF SIGNAL HILL

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Name: _____

Name: _____

City Clerk

City Attorney

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

DATE: _____, 2024

COUNTY OF LOS ANGELES

Name: _____
Director of Public Works

APPROVED AS TO FORM:

Name: _____
County Counsel

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

DATE: _____

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

By:

Name: _____
Chief Engineer

APPROVED AS TO FORM:

County Counsel

Name: _____
Associate

Exhibit "A" Monitoring Costs

Harbor Toxic Downstream Cost Share							
Permittee	Monitoring Cost					Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi ²)	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost+Area Per Year		
LACFCD Contribution (flat 10%)	--	--	\$296,700.00	\$296,700	\$59,340	\$44,505	\$68,241
Bellflower (GWMA Member)	4.39	\$85,308	\$80,918	\$166,226	\$33,245	\$8,311	\$34,908
Lakewood (GWMA Member)	7.53	\$146,326	\$80,918	\$227,244	\$45,449	\$11,362	\$47,721
Long Beach (GWMA Member)	39.46	\$766,802	\$80,918	\$847,720	\$169,544	\$42,386	\$178,021
Port of Long Beach (GWMA Member)	11.35	\$220,557	\$80,918	\$301,476	\$60,295	\$15,074	\$63,310
Los Angeles and Port of Los Angeles	20.35	\$395,449	\$80,918	\$476,367	\$95,273	\$71,455	\$109,564
Paramount (GWMA Member)	1.72	\$33,424	\$80,918	\$114,342	\$22,868	\$5,717	\$24,012
Rancho Palos Verdes	3.00	\$58,297	\$80,918	\$139,215	\$27,843	\$20,882	\$32,020
Rolling Hills	0.92	\$17,878	\$80,918	\$98,796	\$19,759	\$14,819	\$22,723
Rolling Hills Estate	0.35	\$6,801	\$80,918	\$87,720	\$17,544	\$13,158	\$20,175
Signal Hill (GWMA Member)	2.18	\$42,363	\$80,918	\$123,281	\$24,656	\$6,164	\$25,889
Unincorporated	0.36	\$6,996	\$80,918	\$87,914	\$17,583	\$13,187	\$20,220
Totals	91.61	\$1,780,200	\$1,186,800	\$2,967,000	\$593,400	\$267,021	\$646,804

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Direct and Indirect Admin per Permit Holder*	Annual Payment per Permit Holder	Total Base Cost per Permit Holder for 5 Years	Total Direct & Indirect Admin Fee for Permit Holder for 5 Years	Total Cost per Permit Holder**
Individual or General NPDES Permit Holders	\$29,766	\$4,465	\$34,231	\$148,830	\$22,325	\$171,155
Total						\$0.00

Costs Per Activity						
Activity	2024-25	2025-26	2026-27	2027-28	2028-29	Cost FY24/25 - FY28-29
Base Fee+Basin Plan Amendment***	\$417,500	\$603,500	\$651,500	\$358,000	\$936,500	\$2,967,000

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
 ** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
 *** Amounts shown are from Anchor QEA's Nov 2023 Proposal
 Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.

RMC Members	
Agencies (30/60 split)	11
LACFCD (10% split)	1
Total	12

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

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

Individual NPDES Permits	
Private sector permittees	0

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

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

This Agreement is made and entered into as of , 2024, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and (“Permit Holder”).

RECITALS

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

WHEREAS, for the purposes of this Agreement, the term “Permittees” shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the Los Angeles County Flood Control District (“LACFCD”), City of Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), and the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners (“POLB”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Term. This Agreement shall commence on July 1, 2024 and shall expire on December 31, 2029, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

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

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

Section 8. Financial Terms.

(a) The Permit Holder shall pay Thirty-Four Thousand, Two-Hundred Thirty-One Dollars and Zero Cents (\$34,231.00), plus any applicable Consumer Price Index (CPI) adjustment as defined below ("Annual Payment Amount"), annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected as part of the CCMRP and inclusion of the Permit Holder's name on monitoring reports submitted to the Regional Board in accordance with the CCMRP. The Annual Payment Amount will be annually adjusted each year based upon the percentage change in the Bureau of Labor Statistics' CPI, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year.

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

(c) Permit Holder's first payment is due upon execution of this Agreement and shall cover FY 2024-2025. For each successive year, commencing with the FY 2025-2026, the GWMA shall submit annual invoices to the Permit Holder no later than the April 15th prior to the new fiscal year.

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

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

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

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

Section 9. Independent Contractor.

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

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

Section 10. Indemnification and Insurance.

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

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

Section 11. Termination.

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

prior to the new fiscal year, the Permit Holder shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permit Holder terminates on April 1, 2025, Permit Holder is responsible for the Annual Payment Amounts for both FY 2024-2025 and FY 2025-2026. If the Permit Holder terminates on March 25, 2025, the Permit Holder is responsible for its Annual Payment Amount only for FY 2024-2025, not for FY 2025-2026). If the Permit Holder terminates the Agreement, the Permit Holder shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

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

Section 12. Miscellaneous.

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

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

To GWMA:

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

To the Permit Holder:

Attn:

Phone:
 Email:

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

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

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

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

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

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

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

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

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

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

Nicholas R. Ghirelli
GWMA General Counsel

DATE: _____

PERMIT HOLDER

Signature

Print Name & Title

Signature

Print Name & Title

[Signatures of Two Corporate Officers Required]

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to that certain Professional Services Agreement (“Agreement”) by and between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and ANCHOR QEA, LLC a California Limited Liability (“Consultant”) is dated and effective as of this ____ day of _____, 2024.

1. This Third Amendment is made with respect to the following facts and purposes:
 - A. GWMA has entered into a Memorandum of Understanding between the GWMA and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), the County of Los Angeles, Los Angeles County Flood Control District (“LACFCD”), and the Port of Long Beach (“POLB”) for Administration and Cost Sharing for the Preparation and Implementation of a Coordinated Compliance Monitoring and Reporting Plan (“CCMRP”) as Required by the Regional Water Quality Control Board, Los Angeles Region, for the Dominguez Channel and Los Angeles and Long Beach Harbor Waters Toxic Pollutants Total Maximum Daily Loads (“MOU”);
 - B. For the purposes of the Agreement, the term “Permittees” means the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and POLB;
 - C. The Permittees have amended the MOU in order to extend its expiration date to
 - D. The United States Environmental Protection Agency established the Total Maximum Daily Loads for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”);
 - E. The Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the Permittees;
 - F. The Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary (“Greater Harbor Waters”);

- G. The Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by continuing implementation of a CCMRP to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;
- H. Pursuant to the MOU, GWMA provides administrative coordination services to the Permittees relating to the implementation of the CCMRP and any additional services agreed to by the Permittees and approved by GWMA;
- I. The Permittees have authorized GWMA to hire and serve as conduit for paying a consultant, Anchor QEA, L.L.C. (“Consultant”), approved by the Permittees, to implement and conduct the monitoring set forth in the CCMRP;
- J. GWMA and Consultant entered into the Agreement dated July 10, 2014 for the purpose of retaining the Consultant to implement and conduct the monitoring set forth in the CCMRP and perform other professional services; and
- K. The Agreement was first amended extend the Agreement’s expiration date from September 30, 2019 to December 31, 2019.
- L. The Agreement was again amended to further extend the Agreement’s expiration date from December 31, 2019 to December 31, 2024.
- M. The Parties desire to further amend the Agreement in order to extend the Agreement’s expiration date to extend the expiration date from December 31, 2024 to December 31, 2029, increase the Consultant’s compensation amount to cover the extended expiration date, incorporate Consultant’s proposed rate sheet into the Agreement as Exhibit B, and to amend the Services set forth in Exhibit A.

2. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“TIME FOR PERFORMANCE

- 3. The term of this Agreement shall commence on the effective date of this Agreement and expire on December 31, 2029, unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board.”

3. Section 6 of the Agreement is hereby amended in its entirety to read as follows:

“COMPENSATION AND METHOD OF PAYMENT

- 6. GWMA shall pay Consultant, for the Services performed on a time and materials basis at the rates set forth in Exhibit B and up to the not-to-exceed amount of six million, seven hundred thirty-five thousand, five hundred thirty-three dollars and zero cents

(\$6,735,533.00), which represents the initial not-to-exceed amount of two million, eighty-six thousand, six hundred fifty-eight dollars and zero cents (\$2,086,658.00) plus the Second Amendment's not-to-exceed amount of one million, six hundred eighty-one thousand, eight hundred seventy-five dollars and zero cents (\$1,681,875.00) plus the Third Amendment's not-to-exceed amount of two million, nine hundred sixty-seven thousand dollars and zero cents (\$2,967,000.00).

Consultant shall perform the Services for the amount listed above. 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 to GWMA a proposed annual budget for the Services to be performed during each calendar year of the term of this Agreement. The proposed annual budgets shall identify the proposed total annual budget amount and the proposed budget amounts for the periods of January 1st through June 30th and July 1st through December 31st. Consultant shall submit a proposed annual budget to GWMA on or before the 1st of March for the Services to be performed during the subsequent calendar year. GWMA will submit Consultant's annual budgets to the RMC no later than April 1st of each year for the RMC's approval and adoption.

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.

Prior to releasing payment to Consultant, GWMA shall submit Consultant's invoices to the RMC for final payment approval. The RMC decides whether to pay an invoice submitted by Consultant and informs GWMA of its decision. If the RMC approves GWMA payment of an invoice, GWMA shall make payment to Consultant payable to: ANCHOR QEA, LLC, 27201 Puerta Real, Suite 350, Mission Viejo, CA 92691.

GWMA's payment obligations pursuant to this Agreement are payable solely from funds appropriated to GWMA by the Permittees to fulfill the purpose of this Agreement. GWMA and Consultant expressly agree that full funding for this Agreement over the term of this Agreement is contingent on GWMA's receipt of payment from each Permittee of its proportional costs of the Services. In the event of a Permittee's failure to pay its

proportional costs of the Services to GWMA, GWMA may either reduce funding for this Agreement at a level that is proportionate to the reduction in GWMA's receipt of funds from the Permittees or suspend all or a portion of the Services being performed by Consultant."

3. Exhibit A ("Services") to the Agreement is hereby amended by adding thereto the scope of work items set forth in Attachment "A" to this Third Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. A new Exhibit B ("Rate Sheets") is hereby added to the Agreement as set forth in Attachment "B" to this Third Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties are signing this Agreement as of the effective date set forth above.

GWMA

Consultant/Officer of the Firm

Los Angeles Gateway Region Integrated
Regional Water Management Authority

ANCHOR QEA, LLC

By: _____
Name: Adriana Figueroa
Title: Chair

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Grace Kast
Title: Executive Officer

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

APPROVED AS TO FORM:

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

ATTACHMENT “A”
SERVICES

November 10, 2023

Melissa You, Chairperson
Greater Harbor Waters Regional Monitoring Coalition
Submitted via email

Re: Proposal for Harbor Toxics TMDL Regional Monitoring and Reporting, 2024 through 2029

Dear Ms. You,

Anchor QEA appreciates the opportunity to provide the Greater Harbor Waters Regional Monitoring Coalition (RMC) this proposal, consisting of a project approach and cost estimate, for continued compliance monitoring and reporting associated with the Harbor Toxics TMDL. The Harbor Toxics TMDL is the State of California's tool for restoring and protecting beneficial uses of San Pedro Bay, and regular monitoring and reporting is vital to understanding progress toward demonstrating compliance with the TMDL. After nearly 10 years of implementing TMDL monitoring and reporting, we understand the uncertainty around pending changes to the Harbor Toxics TMDL and subsequent compliance monitoring and reporting activities. Because of our multiyear involvement in the Harbor Technical Working Group and our strategic insights into the continued evolution of the TMDL, Anchor QEA is best suited to guide the RMC in understanding the implications of changes to the Harbor Toxics TMDL, developing and negotiating potential approaches to investigate impacted sites, and prioritizing efficient and effective data collection.

Anchor QEA, and our team of subconsultants, has supported the RMC with compliance monitoring and reporting since the inception of this effort in 2014, and this experienced team will remain the same for the 2024-to-2029 contract. I will continue to manage this program with support from Claire Dolphin as assistant project manager and Steve Cappellino as technical oversight. We will work closely with RMC members and GWMA to manage monitoring and administrative tasks efficiently to ensure compliance monitoring and reporting schedules are met. We know the complexities of this program and are committed to ensuring every aspect of the program is completed efficiently with the highest attention to detail. During the first 5 years of the monitoring, we completed the project under budget (directly benefiting the RMC members), and at the onset of the second 5 years of monitoring, we led discussions with the RWQCB to develop a more efficient monitoring program, resulting in a cost savings of nearly \$400,000 to the RMC members.

We are confident that, working together with the RMC, Anchor QEA can continue to successfully complete all required compliance monitoring and reporting elements of the Harbor Toxics TMDL with the most cost-effective approach possible. In the following pages, we provide details of our approach, schedule, team organization, and associated costs. To address the currently approved Harbor Toxics TMDL monitoring and reporting requirements, the costs presented generally reflect a 3% increase relative to ongoing monitoring and reporting costs. The costs associated with the Proposed Basin Plan Amendment are estimated based on historical results and Anchor QEA's experience with sediment investigations.

I look forward to discussing our approach in more detail. Please contact me at 949-334-9630 or via email at amartin@anchorqea.com. We look forward to continuing our support of the RMC on this important regional project.

Sincerely,



Andrew Martin, PMP
Project Manager

TECHNICAL APPROACH AND SCHEDULE

Description and Understanding of the Project

In 2012, the Amendment to the Water Quality Control Plan – Los Angeles Region (Harbor Toxics TMDL) incorporated specific compliance monitoring requirements for sediment, water, and fish tissue in the Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip; herein referred to as Greater Harbor Waters). The Harbor Toxics TMDL recommended that responsible parties collaborate or coordinate compliance monitoring efforts to avoid duplication and reduce associated costs. As such, the responsible parties for the Greater Harbor Waters formed the RMC, which operates in accordance with a Memorandum of Understanding (MOU) that is renewed every 5 years.

Compliance monitoring and reporting activities have been performed since mid-2014 in accordance with the requirements of the Harbor Toxics TMDL. In May 2022, the RWQCB posted a proposed Basin Plan Amendment to revise the Harbor Toxics TMDL (herein referred to as the Proposed Basin Plan Amendment). Public comments were accepted throughout July 2022, and the Proposed Basin Plan Amendment was posted prior to a public hearing in October 2022. Currently, the proposed revisions are still under review and consideration at the State Water Resources Control Board (SWRCB). Additional review and approvals are required by the State of California's Office of Administrative Law and the U.S. Environmental Protection Agency (USEPA). A tentative schedule has not yet been posted regarding when the Proposed Basin Plan Amendment will become effective.

The RMC is required to continue meeting compliance monitoring and reporting requirements in accordance with the Harbor Toxics TMDL. If these proposed changes are implemented, the RMC will need to conduct additional compliance monitoring and reporting requirements. Anchor QEA has developed two approaches and cost estimates herein to address the requirements of both versions of the Harbor Toxics TMDL.¹ The RMC may use both estimates to generate a range of costs for use in its MOU between member agencies.

Adaptive Management Approach

Anchor QEA understands that an adaptive management approach will be required to implement the following new requirements once they become effective:

- **High-Resolution PCB Analytical Methods.** The Proposed Basin Plan Amendment requires all water quality monitoring to use high-resolution methods (e.g., target reporting limits between 10 pg/L and 20 pg/L) for PCBs in addition to low-resolution methods. Additional sample volume and costs will be required.
 - Anchor QEA is anticipating this update and has confirmed that our selected analytical laboratory, Physis Environmental Laboratories and their partner laboratories, are accredited to perform applicable high-resolution methods.
- **Addenda to the Compliance Monitoring and Reporting Plan.** The Proposed Basin Plan Amendment requires an addendum to the monitoring plan whenever a Benthic Community SQO assessment finds

¹ Anchor QEA assumes the Proposed Basin Plan Amendment language will not change substantially prior to it becoming effective. Additional scope and costs may be required if the approved iteration of Proposed Basin Plan Amendment incorporates compliance monitoring and reporting requirements not currently proposed.

that a site is Clearly Impacted or Likely Impacted. The monitoring plan addendum would propose activities to further investigate potential causes of the impacted station result.

- Anchor QEA understands the criticality of confirming that impacted station results are not a result of confounding factors such as grain size or physical disturbance of the substrate. Anchor QEA also understands that, should a chemical contaminant be suspected of causing the impacted results, there are limits to a compliance monitoring program compared to a remedial investigation program. It would be necessary to provide some additional investigative findings, but remedial investigations should be completed in accordance with the requirements outlined in an associated Contaminated Sediment Management Plan.
- **Human Health SQO Assessment.** The Proposed Basin Plan Amendment requires that the Human Health SQO assessment be completed once every 5 years, in coordination with regional monitoring programs. This process includes updating sediment linkages that are a component of a Tier III site-specific model.
 - Anchor QEA led the development of the Ports-funded Tier III site-specific model that includes two components: a hydrodynamic and sediment transport model and a bioaccumulation model. Anchor QEA used these results to develop an approach with RWQCB and SWRCB staff for implementing the Human Health SQO. Anchor QEA staff would be able to seamlessly incorporate new sediment and fish tissue analytical chemistry data and conduct a Human Health SQO assessment in accordance with the Sediment Quality Provisions.

Approach to the Scope of Services

As discussed above, Anchor QEA's scope of services reflects two potential compliance monitoring and reporting requirements. The first approach, considered herein as the Base Program, reflects the requirements as listed in the 2012 Basin Plan Amendment and subsequent RWQCB-approved adjustments.² The second approach, considered herein as the Proposed Basin Plan Amendment Additional Scope, identifies additional requirements listed in the 2022 Proposed Basin Plan Amendment that is still under consideration by the State and USEPA.

Base Program

The Base Program is based on ongoing compliance monitoring and reporting activities and includes the following tasks:

- Task 1: Meeting Management and Support
- Task 2: Compliance Monitoring Field Activities
- Task 3: Annual Reporting and Data Management

Task 1: Meeting Management and Support

Anchor QEA will coordinate quarterly meetings and provide logistic support and meeting facilitation for the RMC. Quarterly update meetings are opportunities for the RMC to review recent monitoring activities, sample results, and deliverables (e.g., annual reports); discuss regulatory issues; and address any MOU

² On behalf of the RMC, Anchor QEA proposed an alternative monitoring program to the RWQCB in 2019 that reduced the number of water quality samples from 22 to 12 per sampling event and reduced fish tissue monitoring from every other year to twice in a 5-year period, in alignment with the sediment quality monitoring events. The RWQCB approved this alternative monitoring program. It should be noted that the Proposed Basin Plan Amendment only includes an adjustment to the fish tissue monitoring program and does not specifically reference the reduction in water quality monitoring. It is assumed that the reduced water quality monitoring will continue to be acknowledged by the RWQCB.

administrative items. This task also includes attendance at Southern California Coastal Water Research Project's (SCCWRP's) Southern California Bight Regional Monitoring Program (Bight Program) Planning Committee and Field Committee meetings. The Harbor Toxics TMDL requires coordination with regional monitoring programs, and the Bight Program—conducted once every 5 years—is one of those programs. Bight Program Committee meetings are initiated approximately 9 months prior to associated field sampling activities and continue at a lower frequency for approximately 3 years following field sampling activities. Responsibilities associated with meeting support include the following:

- Serving as a public point of contact for stakeholders regarding general information and coordinating document review and comments
- Scheduling meetings as requested by RMC members
- Developing meeting agendas in coordination with RMC members
- Providing meeting materials as needed for RMC meetings
- Researching and responding to inquiries and comments presented by participating responsible parties relative to compliance monitoring activities and the potential to coordinate these activities with other monitoring programs (e.g., municipal storm sewer system [MS4] permit) where feasible
- Taking detailed meeting minutes and documenting attendees (meeting minutes include follow-up action items and a summary of agreed-upon decision points)
- Reviewing Bight Program monitoring plans to confirm that sample methods and station selection align with Harbor Toxics TMDL compliance monitoring requirements
- Advocating for the RMC at Bight Program meetings to maintain reasonable and efficient sampling requirements

Task 1 Deliverables

- Meeting agenda
- Meeting materials
- Meeting minutes

Task 1 Assumptions

- Meetings will be held quarterly.
- Meetings will be held via remote access (e.g., WebEx or Microsoft Teams). If requested, in-person meetings may be conducted at an available RMC member facility.

Task 2: Compliance Monitoring Field Activities

Anchor QEA will coordinate and conduct field activities. As provided in detail in the Coordinated Compliance Monitoring and Reporting Plan (CCMRP) consisting of the RWQCB-approved alternatives, the monitoring program consists of collecting water at 12 stations, sediment samples at 22 stations, and fish tissue samples within four waterbodies. To maintain consistency and to take advantage of coordinated sampling efforts with other regional monitoring programs, sample collection methods will adhere to SCCWRP's Bight Program or Surface Water Ambient Monitoring Program (SWAMP) monitoring protocols.

Task 2.1: Water. Water samples will be collected three times annually (two during wet weather events and one during a dry weather event) at each of the 12 stations, as described in the CCMRP. The first large storm of the wet weather season (October 1 through April 30) will be targeted as one of the two wet weather events; storms will have a predicted rainfall of at least 0.25 inch with a 70% probability of rainfall at least 24 hours prior to the event start time. In situ water quality will be measured with a multiparameter

instrument. In situ measurements include temperature, dissolved oxygen, pH, and salinity. Water samples will be collected using a Niskin grab sampler (or similar) and submitted for the following parameters:

- Total suspended solids (from two depths: surface and bottom)
- Dissolved and total metals (from surface only)
- Organochlorine pesticides (including DDT and its derivatives, chlordane compounds, dieldrin, and toxaphene; from surface only)
- PCB congeners (from surface only)

Flow will not be measured in receiving waters because mixing and other hydrodynamic factors will confound the flow measurements.

Receiving water sampling during wet weather events requires experience with reviewing and interpreting long-term storm and marine hazards forecasts to predict the most likely field sampling day. Our team's experience enables us to coordinate multiple field sampling crews to respond quickly to storm events.

Task 2.2: Sediment. Sediment monitoring will be performed twice every 5 years at 22 stations. Anchor QEA understands that the RWQCB requires stations for sediment monitoring to be randomly selected within each of the 22 designated sample areas for each monitoring event. When sampling is coordinated with the Bight Program, Anchor QEA will work directly with SCCWRP to ensure that each of the 22 designated sample areas receives a randomly drawn Bight Program station and that the responsibility to sample those coordinated stations is given to the RMC. In years not coordinated with the Bight Program, Anchor QEA will follow an RWQCB-approved approach for random station selection. Anchor QEA also understands that RWQCB's approval of the final station location is required prior to sampling and is prepared to coordinate early in the process to obtain this approval.

In accordance with the proposed amendments to the Water Quality Control Plan for Enclosed Bays and Estuaries of California (Beegan and Faick 2017), sediment triad sampling may be conducted between June 1 and September 30; however, Anchor QEA will target this sampling between July 1 and September 30 for consistency with the *Sediment Quality Assessment Draft Technical Support Manual* (Bay et al. 2014).

Surface sediment grab samples will be collected using a double Van Veen grab sampler and submitted for chemistry, toxicity, and benthic community analyses in accordance with the Benthic Community SQO assessment. Sediment chemistry analyses will include the following parameters:

- Total organic carbon
- Grain size
- Metals
- PAHs
- Organochlorine pesticides (including DDT and its derivatives, chlordane compounds, dieldrin, and toxaphene)
- PCB congeners

SQO sediment line of evidence toxicity analyses will include an acute amphipod survival test and the chronic, sublethal bivalve sediment-water interface test. Benthic community analyses will be conducted and benthic community condition will be quantified using four benthic community indices. The three lines of evidence (chemistry, toxicity, and benthic community condition) will be categorized for an integrated assessment at each station. Integrated station assessment scores will then be used to determine percent

area categorized as either Protective or Not Protective, in accordance with a Benthic Community SQO area-weighted analysis.

Task 2.3: Fish Tissue. Fish tissue samples will be collected twice every 5 years at only four stations: one in Consolidated Slip, one in Los Angeles Outer Harbor, one in Long Beach Outer Harbor, and one in Eastern San Pedro Bay. Composite samples of three target fish species (white croaker, California halibut, and shiner surfperch) will be collected at all stations except for Consolidated Slip, where only white croaker will be collected. If these target species are not caught, alternate species may be kept for analysis as approved by the RWQCB. Fish tissue samples will be submitted for the following parameters:

- Percent lipids
- Percent moisture
- Organochlorine pesticides (including DDT and its derivatives, chlordane compounds, dieldrin, and toxaphene)
- PCB congeners

Anchor QEA understands all aspects of the compositing and tissue homogenization scheme. It is imperative that experienced field staff are constantly evaluating fish caught in terms of tissue mass required for analysis; compositing requirements (i.e., number of fish requirement per composite and target composite number); and the alternate species selection process if target species are not caught. This evaluation also requires an understanding of how fish will be prepared (fillet with skin off for sportfish versus whole body with head off and guts out for prey fish) in accordance with State requirements (Beegan and Faick 2017) as well as how homogenization duplicates can be prepared and analyzed to achieve data quality objectives set forth in the CCMRP and Programmatic Quality Assurance Project Plan (PQAPP).

Each of the subtasks listed above also includes all data validation activities as follows:

- Quality assurance/quality control (QA/QC; i.e., data validation) of all laboratory analytical data (water chemistry, sediment chemistry, and fish tissue chemistry)
- Coordination with analytical laboratories to confirm tests are being conducted within holding times and to correct any errors found during the data validation process

Task 2 Deliverables

- Status updates on field sampling and sample analyses progress
- Random station selection approach letter prior to each sediment sampling event

Task 2 Assumptions

- All field sampling will be conducted in accordance with methods used in SCCWRP's Bight Program or SWAMP-compatible programs.
- Wet weather receiving water sampling will be targeted for 24 hours after a storm event occurring between October 1 and April 30, pending absence of any small craft advisories.
- Sediment and fish sampling activities will occur in 2026 and 2028 and include all Benthic Community SQO lines of evidence for both sampling events.
- Benthic Community SQO and fish tissue sampling will only occur between July 1 and September 30.

Task 3: Annual Reporting and Data Management

Anchor QEA will compile all field observations and laboratory analytical results for presentation and review with RMC members during status update meetings as appropriate. These data, representative of each monitoring year (i.e., July 1 to June 30), will compose the core of the annual compliance report due to the RWQCB the following December. A draft report will first be developed for RMC review and comment. Anchor QEA will then develop a final report and response-to-comments matrix for the RMC. Anchor QEA will assist the RMC chairperson with submittal of the annual report and associated CEDEN-formatted data files to the RWQCB.

Annual compliance monitoring reports will include the following elements:

- Introduction: An overview of the Harbor Toxics TMDL and objectives of the compliance monitoring program
- Overview of Compliance Monitoring Activities: A summary of required monitoring activities conducted during the reporting year
- Methods: Detailed information relative to sampling and sample analysis techniques
- Results: Presentation of all field observations and laboratory analytical data, including project maps illustrating actual sampling locations
- QA/QC: Review of results relative to the PQAPP and data validation of analytical laboratory reports
- Appendices: Copies of field logs, representative photographs, and all laboratory analytical reports

Anchor QEA understands that the RMC's objective is to provide a more generalized Statement of Compliance with compliance monitoring and reporting activities as part of the annual report cover letter rather than a Statement of Compliance for each TMDL-named waterbody within the report itself.

This task also includes all data management activities as follows:

- Database management and electronic deliverables of all data in CEDEN-required format to responsible parties
- Support in the upload of CEDEN-formatted data to CEDEN
- Project management activities that are required to ensure successful completion of field sampling, data management, and field reporting

Task 3 Deliverables

- Draft Annual Monitoring Report for RMC (September 1)
- Final Annual Monitoring Report for RMC (December 1)
- EDD of field observations and laboratory analytical data for each RMC member in CEDEN format (December 1)

Task 3 Assumptions

- A draft Annual Monitoring Report will be submitted electronically to the RMC by September 1 of each year (for monitoring activities occurring between July 1 [of the previous year] and June 30).
- RMC members will have 1 month to review the draft report, and Anchor QEA will have 1 month to respond to comments and prepare a final draft Annual Monitoring Report. That report will be submitted electronically to the RMC by December 1 for confirmation that all comments were appropriately addressed.
- The RMC will submit the final Annual Monitoring Report to the RWQCB by December 15.

Proposed Basin Plan Amendment Additional Scope

The Proposed Basin Plan Amendment Additional Scope includes the additional compliance monitoring and reporting requirements as listed in the Proposed Basin Plan Amendment. At a minimum, the Base Program will be required. The services and costs associated with the Proposed Basin Plan Amendment Additional Scope are **in addition to** the Base Program; however, they will only be implemented once the proposed Based Plan Amendment is approved and becomes effective. The following sections discuss the additional items to be completed for each task listed in the Base Program.

Task 1: Meeting Management and Support

The Proposed Basin Plan Amendment requires development of an addendum to the TMDL monitoring plan following the determination of a Likely or Clearly Impacted Benthic Community SQO result. Additional meetings are anticipated with the RMC and the RWQCB during development, review, and approval of the TMDL monitoring plan addendum.

Task 1 Deliverables

- Meeting agenda
- Meeting materials
- Meeting minutes

Task 1 Assumptions

- A total of five additional meetings will be held. Three meetings will be held directly with the RMC to discuss an approach and path forward, present the Draft Addendum to the CCMRP, and discuss revisions based on comments received. Two meetings will be held directly with the RWQCB, on behalf of the RMC, to review RWQCB comments and to discuss revisions and obtain approval.
- Each meeting will be 1.5 hours in length.
- Meetings will be held via remote access (e.g., WebEx or Microsoft Teams). If requested, in-person meetings may be conducted at an available RMC member facility or at the RWQCB's Los Angeles office.
- Anchor QEA's technical advisor will support and participate in meetings with the RWQCB.

Task 2: Compliance Monitoring Field Activities

Task 2.1: Water. The Proposed Basin Plan Amendment requires all water samples to include both low-resolution (EPA Method 8270) and high-resolution (EPA Method 1668) or similar methods for PCB congeners. Including high-resolution methods for PCB congeners analysis will require additional sample volume to be collected, additional analytical chemistry costs, and additional analytical results to be validated. The CCMRP and associated water quality Sampling and Analysis Plan will require minor revisions to document methods associated with high-resolution sampling and analysis.

Task 2.2: Sediment. Additional sediment quality monitoring associated with implementation of the Addendum to the TMDL Monitoring Plan are discussed in Task 2.4.

Task 2.3: Fish Tissue. There are no additional fish tissue monitoring requirements.

Task 2.4: Development and Implementation of an Addendum to the TMDL Monitoring Plan. In the event that a Benthic Community SQO assessment finds a site Likely or Clearly Impacted, the Proposed Basin Plan Amendment requires an investigation be conducted. Submittal of the addendum to the monitoring plan is

required within 6 months after the results became available. Historically, between one to five individual stations were categorized as Likely Impacted during any one sediment sampling events. The approach proposed assumes two separate investigative events would occur, with the first event consisting of three stations and the second event consisting of one station.³

Anchor QEA anticipates that the addendum to the monitoring plan will include a phased approach for the additional investigations. The results of each phase will determine whether subsequent phases are required. Briefly, each phase of the investigation will consist of the following:

- **Phase 1:** Review of individual line of evidence scores, as well as other environmental variables at the site, will take place to determine the factor(s) driving the Likely or Clearly Impacted results and to confirm that a physical factor (i.e., recent dredging events or grain size) is not confounding the result.
- **Phase 2:** If a physical or other confounding factor is not identified, then collection of additional surface and subsurface sediment samples may be required. A surface sediment sample for full SQO analyses will be collected at the same location as the original Likely or Clearly Impacted station. To make the most of field team and vessel time during this field mobilization event, surface grabs and sediment cores to a maximum 6 feet depth will be collected at up to eight stations—located on two concentric circles of four stations, each around the original station—and samples will be archived. Cores will be subsampled into 2-foot intervals.
- **Phase 3:** Initially, only the sample for full SQO analyses will be run to confirm whether the Likely or Clearly Impacted result persists. It is recommended that the sediment chemistry and toxicity be analyzed with a quick turnaround to determine whether additional tests need to be conducted. Because benthic community analyses tend to have a turnaround time of 4 to 6 months, using only the chemistry and toxicity line of evidence may be required to make decisions about additional analyses prior to sample hold times expiring.
- **Phase 4a:** If the Likely or Clearly Impacted result is confirmed, and toxicity is present, toxicity identification evaluation (TIE) tests can be initiated to determine the contaminant(s) likely to be causing toxicity.
- **Phase 4b:** If a Harbor Toxics TMDL-associated contaminant is determined to be the cause of toxicity in the sediment sample, then additional surface sediment and core samples (archived during Phase 2) could be analyzed to get an indication of the horizontal and vertical extent of contamination.

Depending on the results from each of these phases, a determination regarding the pervasiveness of the Likely or Clearly Impacted result can be made, along with an assessment of potential drivers causing the impacted result and the homogeneity of nearby sediments. If the site is confirmed to be Likely or Clearly Impacted, then it is anticipated that a lead agency (e.g., Port of Los Angeles, Port of Long Beach, or City of Long Beach) will work directly with the RWQCB to further assess risk and propose any necessary potential remedial actions in accordance with the processes listed in CSMPs, industry--standard approaches, and USEPA guidance (i.e., CERCLA).

³ Since 2013, any individual sampling event for SQO assessments has resulted in one to five stations being classified as Likely Impacted (there has never been a Clearly Impacted station assessment result), inclusive of stations located in Consolidated Slip and Fish Harbor. Because Consolidated Slip and Fish Harbor are already named hot spots in the Harbor Toxics TMDL, this proposal assumes additional investigative work is not required at these stations. Therefore, not considering Likely Impacted results from those two areas, between one and three stations have historically been identified as Likely Impacted during any one sampling event.

Once an addendum to the CCMRP has been approved, Anchor QEA will initiate the data analysis (i.e., Phase 1) and, if necessary, conduct additional field sampling activities.

Task 2 Deliverables

- Draft Addendum to the CCMRP (3 months after a Likely or Clearly Impacted result is determined)
- Final Draft Addendum to the CCMRP (6 months after a Likely or Clearly Impacted result is determined)
- Final Addendum to the CCMRP (1 year after a Likely or Clearly Impacted result is determined)

Task 2 Assumptions

- The RMC chairperson submits the Final Draft and Final Addendum to the CCMRP to the RWQCB on behalf of the RMC.
- The RWQCB requires 6 months to review the Final Draft Addendum to the CCMRP, provide comments, and approve the Final Addendum to the CCMRP.
- Only Harbor Toxics TMDL-required sampling stations (i.e., the 22 sediment monitoring stations named in the Harbor Toxics TMDL) are evaluated for further investigation. SCCWRP's Bight Program typically includes additional stations within the Greater Harbor Waters that are sampled and analyzed by third parties. These results are typically not available for public use until 3.5 to 4 years after the sampling event.

Task 3. Annual Reporting and Data Management

The Proposed Basin Plan Amendment requires implementation of the Human Health SQO once every 5 years (in coordination with the Bight Program). The sediment linkage is a component of a Tier III site-specific model, as defined in the Sediment Quality Provisions. The Ports independently developed a Tier III model to evaluate how certain management actions may result in declines in fish tissue. The existing model would be the basis for developing updates consisting of updating sediment and water column exposure concentrations, the sediment and contaminant transport component of the model (i.e., the Water Resource Action Plan model), and the bioaccumulation component of the model; recalculating the sediment linkage and fish exposure concentrations; conducting the Human Health SQO compliance assessment; and preparing a report of the findings.

Deliverables

- Draft Human Health SQO Technical Memorandum for RMC (September 1)
- Final Human Health SQO Technical Memorandum for RMC (December 1)

Assumptions

- Fish movement patterns will not be updated in the model. The Ports completed an extensive fish tracking study (conducted by Dr. Lowe at California State University, Long Beach). Additional tracking studies are not required.
- Fish diet and consumption information will not be updated. During development of the Tier III site-specific model, extensive literature reviews were conducted to determine fish diet and consumption rates. Additional reviews of scientific literature are not required to update fish diet and consumption rates.

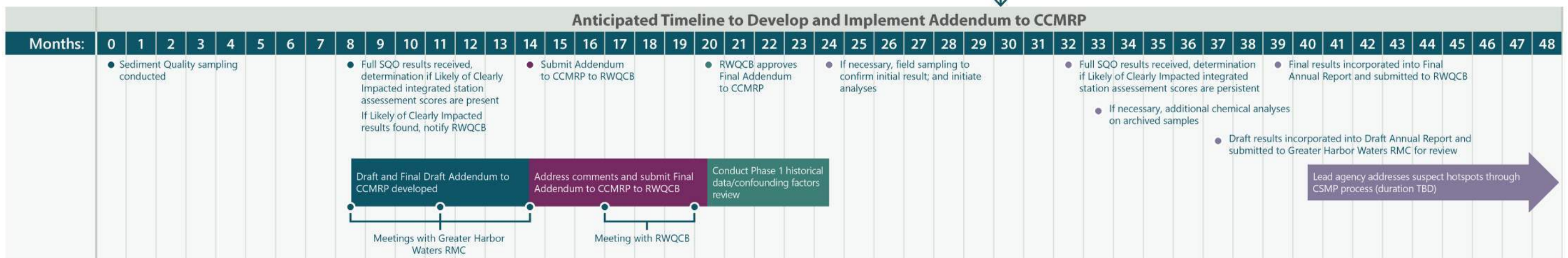
Project Schedule

The RMC requires compliance monitoring and reporting activities beginning in July 2024 and continuing through December 2029. As discussed previously, the following Base Program components will be required, irrespective of the RWQCB's schedule to approve the Proposed Basin Plan Amendment:

- Water quality monitoring consisting of one dry weather and two wet weather events will be conducted annually.
- Sediment quality monitoring consisting of one event will be conducted every 2 to 3 years (i.e., twice in a 5-year period) to assess sediment quality per the State of California's Benthic Community SQO. Per technical guidance for the Benthic Community SQO assessment process, sediment samples for chemistry, benthic infauna community analysis, and toxicity should be collected between June 1 and September 30.
- Fish tissue monitoring consisting of one event will be conducted every 2 to 3 years (i.e., twice in a 5-year period, and concurrent with sediment quality monitoring).
- Compliance monitoring reports will be submitted annually beginning in 2025 for the 2024/2025 monitoring year. Annual reporting for the 2023/2024 monitoring year will be developed as part of Anchor QEA's existing supplemental contract authorization administered by the Gateway Water Management Authority. Draft reports will be submitted to the RMC for review on September 1. Final reports will be submitted to the RMC on December 1 for submittal to the RWQCB by the RMC chairperson.
- Quarterly status update meetings will occur with the RMC beginning in September 2024.

The schedule for additional scope items associated with the Proposed Basin Plan Amendment Additional Scope is less defined in some cases. The following approach is recommended:

- The schedule for high-resolution PCB analyses of water quality samples would be the same as for the Base Program.
- The schedule for development and implementation of an addendum to the CCMRP is dependent on when initial Benthic Community SQO results are received and on aligning follow-up investigations with recommended seasonal requirements for sample collection. Typically, Benthic Community SQO results are received approximately 6 to 8 months post-sampling. The following chart outlines the sequence and timing of activities associated with these additional investigations.
- The schedule for additional meeting support associated with development of an addendum to the CCMRP assumes three meetings during the 6-month period prior to submittal of the addendum to the RWQCB for review and two additional meetings with the RWQCB during the 6-month period following submittal of the addendum for their review.



- Activities to be conducted under a previous contract cycle
- Monitoring activities to be conducted under a subsequent contract cycle
- Dry weather water quality monitoring
- Wet weather water quality monitoring
- Sediment Quality/Fish Tissue Monitoring
- Draft Annual Report submitted to Greater Harbor Waters RMC for review
- Final Annual Report and CEDEN-formatted data files submitted to RWQCB
- Quarterly Status Update Meetings

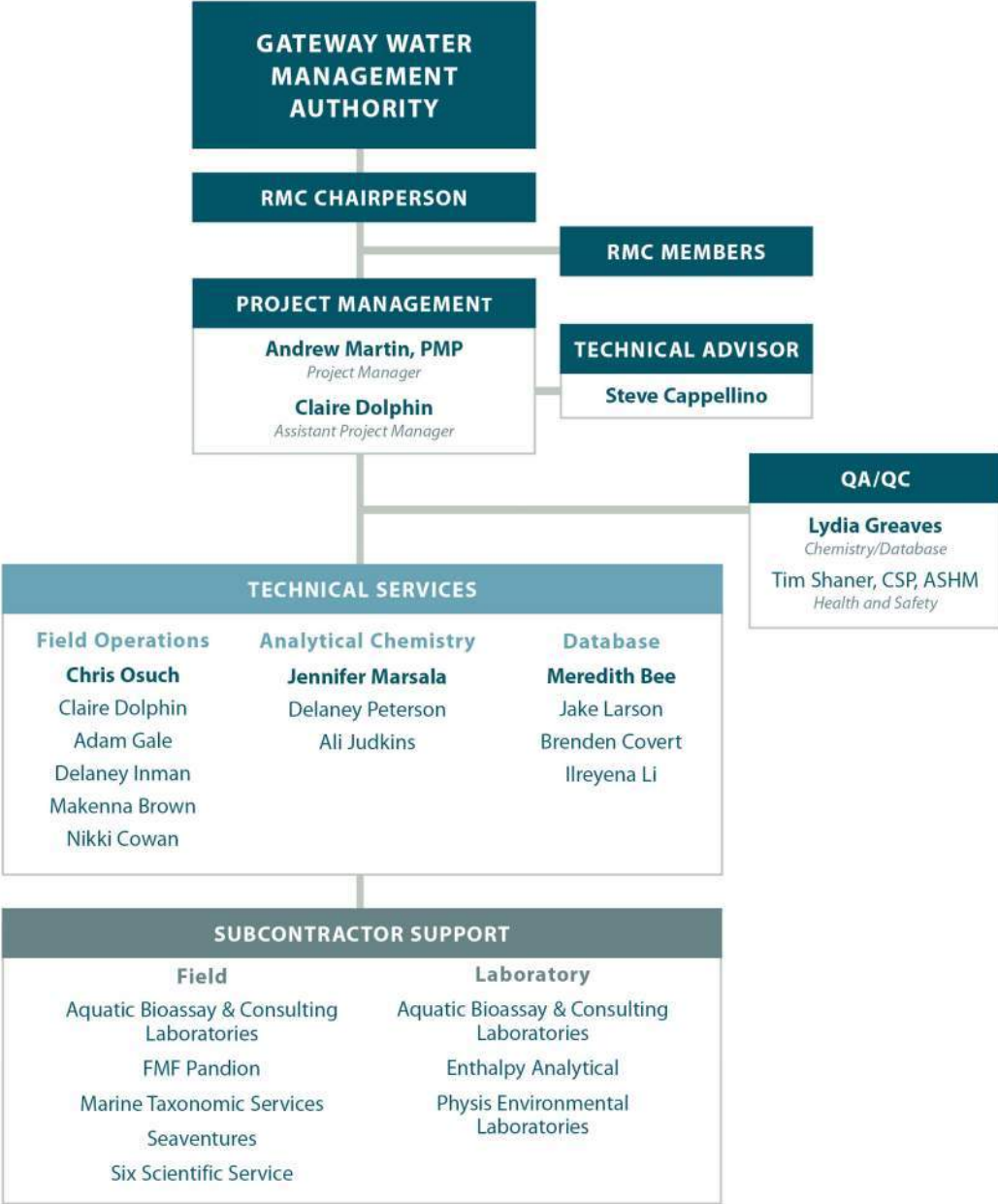
- A** Anchor QEA participation in 2023 Southern California Bight Regional Monitoring Program (Bight '23) meetings to submit and review results on behalf of the Greater Harbor Waters RMC
- B** Anchor QEA participation in 2028 Southern California Bight Regional Monitoring Program (Bight '28) planning meetings on behalf of the Greater Harbor Waters RMC
- C** Anchor QEA participation in 2028 Southern California Bight Regional Monitoring Program (Bight '28) meetings to submit and review results on behalf of the Greater Harbor Waters RMC

1. The two wet weather receiving water events are shown to occur in October and January; however, depending on actual weather conditions, these events may occur at any time during the wet weather season (October 1 - April 30). The first flush of the wet weather season will be monitored, and, depending on the 3-month seasonal outlook provided by the National Weather Service, one event after January 1 will be monitored (during dry seasons, the second wet weather event may occur before January 1).
2. In 2028, sediment sampling for chemistry, benthic infauna analysis, and toxicity will be coordinated with the 2028 Southern California Bight Regional Monitoring Program.
3. The Harbor Toxics TMDL specifies sediment sampling be conducted twice in a 5-year period. For consistency with other regional programs and to be representative of greatest biological activity, sediment samples for benthic infauna analyses should be conducted between June 1 and September 30. Anchor QEA proposes to sample in August.
4. Conducted in conjunction with sediment sampling events.

PROJECT TEAM

Our team will continue to be led by Andrew Martin. Andrew will work closely with the RMC members to manage monitoring and administrative tasks efficiently, ensuring compliance monitoring and reporting schedules are met. Andrew has managed every aspect of the Harbor Toxics TMDL program for the past 9 years and understands the commitment and detail necessary to complete this project.

Andrew, with the support of Claire Dolphin and Steve Cappellino, will manage the team presented in the organizational chart below. This same team has supported the RMC since the inception of this program and will continue to provide the level of service the RMC expects, on time and within budget.



Note:
Bold indicates key personnel.

QUALITY ASSURANCE/QUALITY CONTROL

The technical nature of this work and the regulatory compliance needs of the resulting work products require a comprehensive QA/QC program. Andrew Martin and the QA/QC manager (Lydia Greaves) will review critical information with all members of the project team, such as the overall project objectives, schedule and budget, data quality objectives, deliverable objectives, audience of the final deliverable, and potential uses for the work product(s).

Deliverable QA/QC

The work product package will be reviewed with the RMC throughout the process and includes preparing deliverable outlines, interim submittals, and progress updates and setting schedule milestones. We will establish regular team meetings, and document action items will be discussed at each meeting to ensure accountability for our technical leads. We ensure high-quality work by double-checking every element of our work, performing senior review of data and technical approaches, documenting and keeping records of our work and calculations so that they can be repeated in the future, and implementing good communication practices across the entire project team.

Anchor QEA also has a dedicated production staff that consists of technical editors, CAD designers, GIS specialists, graphic designers, and project coordinators, who work closely with the project team to deliver high-quality products. To ensure the quality of our deliverables, we will develop a production checklist and schedule to identify internal due dates that allow sufficient time for internal review, revisions, and technical editing prior to submitting a deliverable to the client or agency. In addition, all data compiled, summarized, and analyzed as part of each deliverable will be reviewed for accuracy and quality during our internal QC process. No work product will be submitted to the RMC without a final review by Andrew and Steve.

Data QA/QC

After each field event, field data collected using FieldScribe will be imported to Anchor QEA's Environmental Quality Information System (EQiS) database. Station coordinates will be verified by GIS either through post-processing the raw GPS data with Trimble software to improve location accuracy or plotting the locations for a spatial QC review.

Laboratory data will be submitted to Anchor QEA in specified PDF reports and EDD formats. The EDDs will be submitted by the laboratory to the EQiS Enterprise system, which involves an automated process that requires the laboratory to submit EDDs that conform to specific file-naming, formatting, and valid-value conventions to ensure data quality and efficiency. The laboratory data will then undergo in-house data validation, and any qualifiers will be applied after validation has been peer reviewed and finalized. After the validated data have been reviewed for accuracy and quality, data will be exported from EQiS into summary tables for inclusion in the annual report. Data will also be exported annually from EQiS in custom formats to meet CEDEN requirements.

ATTACHMENT "B"
RATE SHEET

PROPOSAL FEE

The following three tables include costs for the Base Program and the Proposed Basin Plan Amendment Additional Scope items as well as a combined cost. Because it is uncertain when the Proposed Basin Plan Amendment will be approved, these cost sheets list the minimum and maximum costs that could be incurred.

The Base Program cost estimate reflects the compliance monitoring and reporting requirements as specified in the approved Harbor Toxics TMDL, with adjustments requested by the RMC and approved by the RWQCB in 2019. Anchor QEA and our team members have developed the most cost-efficient solution with the highest quality for this program.

The Base Program's annual costs are summarized in the table below, which shows a breakdown of costs for each monitoring element (water, sediment, and fish tissue). The specific scope of services and schedule for each element is presented in previous sections. At a minimum, the Base Program costs are required for monitoring years covered by this proposal (i.e., from 2023/2024 to 2028/2029). The Base Program costs are consistent with the current 5-year monitoring costs (i.e., from 2019/20 to 2023/24) but generally reflect a 3% annual escalation across most components of the program.

The Proposed Basin Plan Amendment Additional Scope cost estimate illustrates the compliance monitoring and reporting activities that would only be required once the Proposed Basin Plan Amendment is approved (assuming no substantial changes are made prior to approval). Some of the Proposed Basin Plan Amendment Additional Scope costs were relatively straightforward to estimate (e.g., including high-resolution PCB congener analyses for all water samples), whereas other costs were more uncertain to estimate (e.g., how many total stations may be categorized as Likely or Clearly Impacted and when would those assessments occur). For the less uncertain components of the program, Anchor QEA developed a sound estimate given historical monitoring results and using our expertise in conducting initial follow-up investigations. In some cases, more robust program costs were included to account for some of these uncertainties (e.g., TIE studies to identify the contaminant[s] likely causing toxicity, if present, included Phase I and Phase II tests when, in many cases, Phase I may be sufficient and Phase III tests are rarely required). Anchor QEA is committed to conducting this program cost effectively and will identify opportunities for cost savings, pending actual results.

The combined cost estimate adds the Base Program and Proposed Basin Plan Amendment Additional Scope cost estimates together to illustrate the maximum anticipated costs for monitoring years covered by this proposal.

Base Program Fee

	2024/25	2025/26	2026/27	2027/28	2028/29
Task	Year 11	Year 12	Year 13	Year 14	Year 15
Task 1: Meeting Management and Support					
Quarterly Meeting Support and Coordination	\$14,500	\$19,000	\$15,500	\$16,000	\$16,000
Bight Program Planning and Field Committee Meetings	\$3,500	\$2,500	\$2,500	\$19,000	\$5,500
Task 2: Compliance Monitoring Field Activities					
Water					
Field Activities	\$46,000	\$47,500	\$50,000	\$51,500	\$52,500
Analytical Chemistry	\$44,000	\$47,500	\$47,500	\$51,000	\$51,000
Sediment					
Field Activities	--	--	\$84,500	--	\$88,500
Analytical Chemistry	--	--	\$25,500	--	\$29,000
Benthic Community Composition	--	--	\$71,500	--	\$78,500
Toxicity Testing	--	--	\$53,500	--	\$56,500
Tissue					
Field Activities	--	--	\$67,000	--	\$70,000
Analytical Chemistry	--	--	\$18,500	--	\$20,000
Task 3: Annual Reporting and Data Management					
Laboratory Analytical Data Validation and Data Management	\$26,000	\$27,000	\$53,000	\$28,500	\$56,500
Reporting	\$28,500	\$29,000	\$38,000	\$31,000	\$40,500
Project Management	\$18,000	\$18,500	\$24,000	\$19,000	\$26,000
Total Per Year	\$180,500	\$191,000	\$551,000	\$216,000	\$590,500
Contract Total					\$1,729,000

Note: Year designations are relative to the initiation of compliance monitoring and reporting activities beginning in 2014/15.

Proposed Basin Plan Amendment Additional Scope Fee

	2024/25	2025/26	2026/27	2027/28	2028/29
Task	Year 11	Year 12	Year 13	Year 14	Year 15
Task 1: Meeting Management and Support					
Quarterly Meeting Support and Coordination	--	--	--	--	--
Bight Program Planning and Field Committee Meetings	--	--	--	--	--
Addendum to CCMRP Coordination and RWQCB Review Meetings	\$14,000	--	--	\$14,000	--
Task 2: Compliance Monitoring Field Activities					
Water					
Field Activities	\$3,500	--	--	--	--
Analytical Chemistry	\$45,500	\$47,500	\$47,500	\$53,000	\$53,000
Sediment					
Field Activities	--	--	--	--	--
Analytical Chemistry	--	--	--	--	--
Benthic Community Composition	--	--	--	--	--
Toxicity Testing	--	--	--	--	--
Tissue					
Field Activities	--	--	--	--	--
Analytical Chemistry	--	--	--	--	--
Develop and Implement Addendum to CCMRP					
Develop Addendum to CCMRP	\$20,000	--	--	\$10,000	--
Historical Data/Confounding Factors Review (Phase 1)	\$70,500	--	--	\$50,500	--
Field Activities (Phase 2)	--	\$146,500	--	--	\$96,500
SQO Analyses (Phase 3)	--	\$35,000	--	--	\$21,000
Additional Analyses (Phase 4a)	--	\$67,500	--	--	\$35,000
Additional Analyses (Phase 4b)	--	\$62,500	--	--	\$22,500
Task 3: Annual Reporting and Data Management					
Laboratory Analytical Data Validation and Data Management	\$5,500	\$43,500	\$6,000	\$6,000	\$32,500
Reporting (Human Health SQO)	\$70,000	--	--	--	\$75,500
Reporting (Addendum to CCMRP Activities)	--	--	\$39,000	--	--
Project Management	8,000	\$10,000	\$8,000	\$8,000	\$10,000
Total Additional Costs Per Year	\$237,000	\$412,500	\$100,500	\$181,500	\$346,000

Note: Year designations are relative to the initiation of compliance monitoring and reporting activities beginning in 2014/15.

Base Program + Proposed Basin Plan Amendment Additional Scope Fee

	2024/25	2025/26	2026/27	2027/28	2028/29
Task	Year 11	Year 12	Year 13	Year 14	Year 15
Task 1: Meeting Management and Support					
Quarterly Meeting Support and Coordination	\$14,500	\$19,000	\$15,500	\$16,000	\$16,000
Bight Program Planning and Field Committee Meetings	\$3,500	\$2,500	\$2,500	\$19,000	\$5,500
Addendum to CCMRP Coordination and RWQCB Review Meetings	\$14,000	--	--	\$14,000	--
Task 2: Compliance Monitoring Field Activities					
Water					
Field Activities	\$49,500	\$47,500	\$50,000	\$51,500	\$52,500
Analytical Chemistry	\$89,500	\$95,000	\$95,000	\$104,000	\$104,000
Sediment					
Field Activities	--	--	\$84,500	--	\$88,500
Analytical Chemistry	--	--	\$25,500	--	\$29,000
Benthic Community Composition	--	--	\$71,500	--	\$78,500
Toxicity Testing	--	--	\$53,500	--	\$56,500
Tissue					
Field Activities	--	--	\$67,000	--	\$70,000
Analytical Chemistry	--	--	\$18,500	--	\$20,000
Develop and Implement Addendum to CCMRP					
Develop Addendum to CCMRP	\$20,000	--	--	\$10,000	--
Historical Data/Confounding Factors Review (Phase 1)	\$70,500	--	--	\$50,500	--
Field Activities (Phase 2)	--	\$146,500	--	--	\$96,500
SQO Analyses (Phase 3)	--	\$35,000	--	--	\$21,000
Additional Analyses (Phase 4a)	--	\$67,500	--	--	\$35,000
Additional Analyses (Phase 4b)	--	\$62,500	--	--	\$22,500
Task 3: Annual Reporting and Data Management					
Laboratory Analytical Data Validation and Data Management	\$31,500	\$70,500	\$59,000	\$35,000	\$89,000
Reporting	\$98,500	\$29,000	\$77,000	\$31,000	\$116,000
Project Management	\$26,000	\$28,500	\$32,000	\$27,000	\$36,000
Total Per Year	\$417,500	\$603,500	\$651,500	\$358,000	\$936,500
Contract Total					\$2,967,000

Note: Year designations are relative to the initiation of compliance monitoring and reporting activities beginning in 2014/15.

Fee Assumptions

Water Quality Sampling Assumptions

- Base Program
 - Two wet weather events and one dry weather event will be performed per monitoring year.
 - Wet weather sampling events will be sampled within 12 to 36 hours after the start of the qualifying rain event. In the event of health and safety hazards (e.g., small craft advisory) preventing safe vessel operations, the sampling event may be delayed until conditions are deemed safe.
 - The RWQCB-approved alternate sampling approach (2019) that reduced the monitoring from 22 to 12 stations continues to be applicable.
 - Field equipment blanks will be analyzed for only metals, PCBs, DDTs, and constituents detected at less than one order of magnitude above the analytical practical quantitation limit. Field equipment blanks will be collected after data from the first storm have been evaluated.
 - Field duplicates will be collected at a frequency of one duplicate per year for wet weather events and one duplicate per year for dry weather events (for a total of two field duplicates per year).
 - Source control investigative work, such as TIEs or additional monitoring “upstream” of TMDL -specified monitoring locations, will not be conducted.
- Proposed Basin Plan Amendment Additional Scope
 - High-resolution methods are only required for PCB congeners (in addition to low -resolution methods for PCB congeners)
 - The RWQCB-approved alternate sampling approach (2019) that reduced the monitoring from 22 to 12 stations continues to be applicable.

Sediment Sampling Assumptions

- Two events within a 5-year period will be conducted.
- Field equipment blanks will be analyzed for only metals, PCBs, DDTs, and constituents detected at less than one order of magnitude above the analytical practical quantitation limit. Field equipment blanks will be collected after data from the first storm have been evaluated.
- Source control investigative work, such as TIEs or additional monitoring “upstream” of TMDL-specified monitoring locations, will not be conducted.

Fish Tissue Sampling Assumptions

- Two events within a 5-year period, aligned with sediment quality sampling, will be conducted.
- Good-faith efforts to collect all target or approved alternate species will be conducted. On occasion, fish may not be present due to unforeseen environmental factors (e.g., food availability, water quality, water temperature, or predators). Fish trawling at the specified four locations will be limited to 3 full days and full day of hook and line. If the number of fish collected does not meet requirements, and if other regional fish surveys are occurring during the same period, Anchor QEA will make every effort to coordinate acquisition of fish from other entities if they are able to successfully capture target or alternate species.

Development and Implementation of Addendum to CCMRP

- Two separate investigative events will be conducted. During the first event, up to four stations will be revisited. During the second event, up to two stations will be revisited. The number of stations is based on historical results, and it is assumed that no substantive changes in environmental conditions will occur within the Greater Harbor Waters that may result in widespread impacts—such as from a

chemical or oil spill—that would result in a much greater number of stations being categorized as Likely or Clearly Impacted.

- During both events, and at each station, surface sediment will be collected at up to nine locations (at the original station to confirm pervasiveness of initial categorical scores and at up to eight locations surrounding the original station). Sediment cores will also be collected at up to eight locations surrounding the original station to a depth no greater than 6 feet below the mudline, and subsampled in 2-foot intervals.
- Initially, only surface sediment will be analyzed to confirm whether the station continues to be categorized as Likely or Clearly Impacted.
- Additional analytical tests may be conducted, including TIEs, if toxicity is observed. During the first event, only two stations will be assumed to have toxicity, and during the second event, only one station will be assumed to have toxicity. TIEs are assumed to include Phase I and Phase II tests to identify and confirm contaminants causing toxicity. Phase III tests are not included in this proposal and would incur additional costs if required.
- Additional analytical tests may be conducted, including sediment chemistry of surface and core sediment samples. The costs presented assume that only 50% of archived sediment samples are analyzed for all Harbor Toxics TMDL-associated contaminants pending initial investigative results. If the TIE confirms a single contaminant group is causing toxicity, then only that contaminant group—in addition to physical characteristics such as grain size, total solids, and TOC—will be analyzed. Only Harbor Toxics TMDL-associated contaminants are analyzed. If a TIE identifies a non-Harbor Toxics TMDL-associated contaminant as causing toxicity, additional sediment chemistry will not be conducted.
- Reporting requirements associated with a second investigation event will be incurred during a subsequent 5-year monitoring contract and are not included in this proposal. Additional costs will be incurred if the anticipated schedule is accelerated.

Human Health SQO Assessment

- It is assumed that Human Health SQO assessment will occur twice during the 5-year period between July 2024 and June 2029.
- Fish movement patterns will not be updated in the model.
- Additional tracking studies are not required.
- Fish diet and consumption information will not be updated.

General Assumptions

- No substantive changes in environmental conditions will occur within the Greater Harbor Waters that may result in widespread impacts, such as from a chemical or oil spill.
- Coordination with other monitoring programs (e.g., MS4 permit monitoring requirements) other than the Bight Program will not occur. Although some data collected as part of this program may be used by each RMC member to satisfy requirements of other programs, additional monitoring activities to satisfy all monitoring requirements of other programs would incur additional costs. Each RMC member can determine how data generated through the Harbor Toxics TMDL compliance monitoring program may be used for other purposes.
- The Harbor Toxics TMDL requires coordination with the Bight Program. Anchor QEA personnel will participate in additional planning committee and field committee meetings associated with the 2023 Bight Program and the 2028 Bight Program.
- RMC meetings will be held quarterly.
- Reports will be submitted annually, including data from July 1 to June 30.

- CEDEN data submittals are required annually with report submittal for all matrices sampled.
- The RWQCB does not require any additional monitoring events, monitoring stations, or analytical parameters other than those already specified in the Harbor Toxics TMDL. Additional monitoring, as directed by the RWQCB, would incur additional costs.
- The Proposed Basin Plan Amendment to revise the Harbor Toxics TMDL has not yet been approved. Therefore, the schedule of activities and costs associated with the potential additional compliance monitoring and reporting activities is theoretical. For example, costs associated with initiating development and implementation of an Addendum to the CCMRP are included in Year 1. If the Proposed Basin Plan Amendment to revise the Harbor Toxics TMDL has not been approved and become effective by the end of Year 1, then those funds will not be expended. However, it is assumed that those funds will be “banked” for use in a subsequent monitoring year.

Anchor QEA

BILLING RATES

Labor Category	Year 11	Year 12	Year 13	Year 14	Year 15
	July 1, 2024, to June 30, 2025	July 1, 2025, to June 30, 2026	July 1, 2026, to June 30, 2027	July 1, 2027, to June 30, 2028	July 1, 2028, to June 30, 2029
Principal	\$321	\$331	\$341	\$351	\$362
Senior Manager	\$282	\$291	\$299	\$308	\$318
Manager	\$264	\$272	\$280	\$288	\$297
Senior Staff	\$234	\$241	\$248	\$255	\$263
Staff 3	\$205	\$211	\$217	\$224	\$231
Staff 2	\$184	\$190	\$196	\$201	\$208
Staff 1	\$156	\$160	\$165	\$170	\$175
Senior CAD Designer	\$162	\$167	\$172	\$177	\$182
CAD Designer	\$136	\$140	\$144	\$149	\$153
Technician	\$131	\$135	\$139	\$143	\$147
Senior Technical Editor	\$160	\$164	\$169	\$174	\$180
Technical Editor	\$136	\$140	\$144	\$149	\$153
Senior Project Coordinator	\$153	\$158	\$163	\$168	\$173
Project Coordinator	\$127	\$130	\$134	\$138	\$142

EXPENSE RATES

Computer Modeling (CAD, GIS/per hour)	\$10
Graphic Plots (varies with plot size)	\$3-\$6/sf
Mileage (per mile)	Current Federal Standard

MAJOR EQUIPMENT RATES

Vehicle	\$100/day
Survey Boat	\$300/day
Wide-Area Augmentation System (WAAS)-Enable Handheld GPS	\$20/day
Digital Camera	\$5/day
Multiparameter Water Quality Sonde	\$150/day
Water Sampler (Niskin or Van Dorn type)	\$50/day
Health and Safety Equipment	\$20/day/person
Fish Processing Equipment	\$35/day
Field Kit - Water Quality Monitoring	\$75/day
Field Kit - Surface Sediment	\$115/day

Assumptions:

1. Aquatic Bioassay follows Bight 18 and Southern California Association of Marine Invertebrate Taxonomist (SCAMIT) guidelines for infauna sorting and identification.
 2. Infauna Taxonomy and QC pricing based on 22 samples per survey (2026 and 2028). If different, pricing is based on sub-contractor cost + 5% markup. Subcontract invoice will be submitted.
- 46tfgb
4. Numbers of voucher specimens is estimated based on the 2021 sample effort. Assumes 22 samples.
 5. The SQO Index report includes calculation of the IBI, RBI, BRI, RIVPAC.
 6. Support for the Benthic Community investigations is outlined in the attached scopes of work for both Aquatic Bioassay and DCE.
4. Fiscal Year July 1st to June 30th.

Task	Subtask	2024 to 2025		2025 to 2026		2026 to 2027		2027 to 2028		2028 to 2029	
		Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey
1. Benthic Community Analysis											
	a. Sample Sorting of Benthic Infauna	\$660		\$693		\$728		\$764		\$802	
	b. Taxonomic Identification of Benthic Infauna¹										
	Taxonomic Identification	\$1,197		\$1,257		\$1,320		\$1,386		\$1,455	
	c. QAQC samples (non-Bight Samples; only upon request)¹										
	QC re-identification, taxonomic reconciliation, report (n = 3 samples)	\$3,171		\$3,330		\$3,496		\$3,671		\$3,854	
	d. Voucher Specimens (cost per sample; n = 22)	\$252		\$265		\$278		\$292		\$306	
	e. Reporting										
	Benthic Infauna SQO Indices (IBI, RBI, BRI, RIVPAC)		\$750		\$773		\$796		\$820		\$844
	Project/Data Management Management		\$3,936		\$4,133		\$4,339		\$4,556		\$4,784
	f. Courier (if requested)		\$320		\$336		\$353		\$370		\$389
2. Sediment Toxicity²											
	10 day Eohaustorius estuaries	\$900		\$900		\$945		\$945		\$995	
	Mytilus Sediment Water Interface	\$1,300		\$1,300		\$1,365		\$1,365		\$1,435	
3. Fish Tissue Sampling (Estimated)³											
	Professional Services: Senior Biologist; 3 days x 8 hour days		\$3,936		\$4,152		\$4,344		\$4,560		\$4,728
	Expenses include: mileage, hotel, food		\$800		\$832		\$865		\$900		\$936

Project: GWMA Harbor Toxics TMDL
 Client: Anchor, QEA, LLC
 July 1 2024 to June 30 2029

Aquatic Bioassay and
 Consulting Laboratories, Inc.

Task	Subtask	2024 to 2025		2025 to 2026		2026 to 2027		2027 to 2028		2028 to 2029	
		Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey	Price per Sample	Price/Survey
4. Benthic Community Investigations⁴											
a. Biological Investigations⁵											
	ABCL Senior Scientist & Senior Biologists		\$14,160		\$14,585		\$15,022		\$15,473		\$15,937
	DCE Biologists		\$16,450		\$17,273		\$18,136		\$19,043		\$19,995
b. Sediment Toxicity Identification (TIE) and Evaluation⁵											
	Phase I - Eohaustorius TIE	\$6,550		\$6,747		\$6,949		\$7,157		\$7,372	
	Phase I - Mytilus SWI TIE	\$7,475		\$7,699		\$7,930		\$8,168		\$8,413	
	Phase II - Eohaustorius TIE	\$6,550		\$6,747		\$6,949		\$7,157		\$7,372	
	Phase II - Mytilus SWI TIE	\$7,475		\$7,699		\$7,930		\$8,168		\$8,413	
	Phase III - Eohaustorius TIE	\$4,550		\$4,687		\$4,827		\$4,972		\$5,121	
	Phase III - Mytilus SWI TIE	\$5,475		\$5,639		\$5,808		\$5,983		\$6,162	

- Best estimates, subcontracted taxonomy & QA/QC; Prices are at Cost + 5% markup
- Pricing based on 22 samples/survey and includes concurrent reference toxicant, negative controls, all required QA/QC, sample containers, and coolers
- Based on time and materials at professional hourly rate + expenses
- See attached technical discussions
- Costs reflect resources to investigate up to 2 TMDL stations. Each additional station will cost 50% more. For example, in 2024 to 2025 ABCL will cost \$14,160 for up to two stations. Each additional station will cost \$7,080. Therefore to evaluate three stations, ABCL will cost \$21,240; and, to evaluate four stations, ABCL will cost \$28,320; and, so on for each additional station added. Similar increases in costs for DCE will be incurred for more than two stations.
- Pricing represents a TIE at one station. Each TIE requires 20 L sediment.



Quality Counts

<http://dancingcoyoteenvironmental.com>

OUTLINE OF POTENTIAL HARBOR TOXICS TMDL FOR GWMA LA/LB, 2024-2029

Evaluation Objective of Benthic Community Investigations

To gain a comprehensive understanding of benthic environmental conditions, we will investigate relevant lines of evidence to analyze benthic community stressors and attempt to identify factors that may have caused ecological impact at a given station.

Specifically, this evaluation:

- Review the physical and biological factors that could impact the environmental health of the station. These factors include sediment organic content, water quality, sediment grain size, geographical location, and likelihood of physical disturbance putatively due to recreational activities.
- Review relevant literature to understand the current best practices for benthic station characterizations and to qualify Sediment Quality Objectives (SQO) results based on published caveats and considerations.
- Re-analyze station data to verify the SQO results and compare those values to expert review for validation and qualification.
- Characterize the current and historical benthic infaunal community data at the site and surrounding area, if available, using multivariate analyses. The goal is to provide a more comprehensive view of the benthic community typical of the ecosystem and to provide context for the "Possibly Impacted," "Likely Impacted," or "Impacted" designations.

Potential Methods

- Use best professional judgment (BPJ) of experts to assess benthic community impairment.
- Apply multivariate analyses (e.g., agglomerative hierarchical cluster analysis and non-Metric Multidimensional Scaling (nMDS), as appropriate, to evaluate gradients or patterns of ecological impact.
- Evaluate the position of the impacted site(s) relative to potential external influences (runoff, tidal influence, etc.).
- Compare community (i.e., abundance, diversity, SR) with physical parameters (e.g., sediment grain size, TOC, measured chemical constituents).
- Review relevant literature to enhance our understanding of what the SQO model represents, including any potential limitations or caveats.
- Employ the most relevant biological community indexes (e.g., Multivariate AZTI Marine Biotic Index, M-AMBI) to evaluate benthic habitat condition.

Aquatic Bioassay & Consulting Laboratories, Inc.

GWMA Harbor Toxics TMDL – Benthic Community Investigations

The purpose of a marine/estuarine sediment TIE analysis is to determine the class of contaminant(s) contributing to toxicity present in a sample. Initial phases of the TIE analysis begin with toxicity testing, then a baseline test to determine if toxicity is persistent across time. Once toxicity persistence is confirmed samples are subjected to a series of treatments to reduce toxicity by given compounds. Algae and Zeolites are used as a treatment to address ammonia. Toxicity exhibited by cationic metals can be reduced with addition of sulfide or cation exchange resin addition. Organic toxicants are addressed using carbonaceous resin or coconut charcoal. Blanks are included and more forms of carbon addition may be required.

Interstitial water is extracted from sediments using a large volume centrifuge. Once baseline testing confirms persistent toxicity the TIE treatments are initiated. Typical Phase I interstitial water treatments include; reverse-phase solid-phase chromatography (organic compounds), aeration (volatile compounds), EDTA addition (cationic metals), graduated pH (using CO₂, closed cup, or buffer), Ulva algae, Zeolite (ammonia). If further verification of toxicant is required, Phase II or III TIE analysis is available.

Phase II TIE treatments include:

- Cationic Metals
- Direct Chemical Analysis
- Zero Valent Magnesium Test
- Species Sensitivity
- Complementary Phase I Manipulations
- Sodium Thiosulfate Test
- Cation Exchange Treatment of Interstitial Water
- Cation Resin Elution

Organic Compounds

- SPMD Method for Solid-Phase Sediments
- Alternate Phase II Solid-phase Methods for Organic Compounds
- C18 Solid Phase Chromatography and Fractionation for Interstitial Water
- C18 Fractionation Considerations
- Sulfide
- Toxicity Caused by Major Cations and Anions
- Manipulations Addressing Selected Anionic Metals: Chromium and Arsenic
- Manipulations Under Acidic and Basic Conditions
- Aeration
- C18 Reverse-phase Solid-phase Chromatography

Phase III TIE Analysis for Sediments is further confirming the validity of Phase I and II TIE results by spiking samples with toxicants relevant in Phase I and II analyses.



FMF Pandion

SCHEDULE OF FEES Effective June 19, 2023

Functional Title	Level Classification	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate	2028 Hourly Rate	2029 Hourly Rate
Principal	303	\$292	\$300	\$310	\$319	\$328
Associate	301	\$241	\$248	\$255	\$263	\$271
Senior	205	\$190	\$195	\$201	\$207	\$213
Staff	203	\$139	\$143	\$147	\$151	\$156
Technician	201	\$88	\$90	\$93	\$96	\$99
Controller	103	\$146	\$150	\$155	\$159	\$164
Administrative	101	\$102	\$105	\$108	\$112	\$115

Notes:

1. An employee's degree and career path determine their technical track (e.g. Scientist, Engineer, Geologist, Technician, etc.). Thus, complete Functional Titles are determined by the above level classification and their degree and career track combined (e.g. Principal Scientist, Senior Engineer, Staff Geologist, etc.).
2. Mileage will be billed based on the current IRS rate.
3. Per diem will be billed based on the current GSA rate.
4. Equipment purchases and rental, consumable equipment purchase, vendor and subcontractor services, and other direct costs incurred in the completion of a project will be charged at cost plus 10% unless otherwise negotiated.
5. Invoices will be issued monthly and are payable within fourteen (14) calendar days, unless otherwise negotiated.



SCHEDULE OF FEES
Effective January 2023

CONSULTING AND LABOR RATES

PRINCIPAL CONSULTANT	\$195 / hour
PROJECT MANAGING SCIENTIST	\$155 / hour
SENIOR SCIENTIST/SENIOR PROJECT MANAGER	\$132 / hour
ASSOCIATE SCIENTIST/ASSOCIATE PROJECT MANAGER	\$106 / hour
LEAD TECHNICIAN	\$101 / hour
TECHNICIAN II	\$84 / hour
TECHNICIAN I	\$65 / hour
SENIOR SCIENTIST DIVER	\$149 / hour
ASSOCIATE SCIENTIST DIVER	\$126 / hour
LEAD TECHNICIAN DIVER	\$118 / hour
TECHNICIAN II DIVER	\$101 / hour
GIS TECHNICIAN	\$101 / hour
ADMINISTRATIVE SUPPORT	\$71 / hour

VEHICLES AND VESSELS

VEHICLE MILEAGE (2022 IRS rate)	\$0.625 / mile
TOW VEHICLE	\$65 / day + mileage
HEAVY TRUCK + FLATBED TRAILER	\$590 / day
VIBRACORE VESSEL	\$887 / day
SEDIMENT SAMPLING / LARGE VESSEL (25-30 ft)	\$601 / day



SURVEY / DIVE VESSEL (20-25 ft) \$487 / day

SMALL SURVEY VESSEL (<20 ft) \$366 / day

MARINE SURVEY EQUIPMENT

REMOTELY OPERATED VEHICLE (ROV) \$487 / day

TOWED VIDEO CAMERA \$183 / day

SIDE-SCAN SONAR \$424 / day

SINGLE-BEAM SONAR \$366 / day

MULTI-BEAM SONAR \$2656 / day

BENTHIC SAMPLING EQUIPMENT

VIBRACORE SEDIMENT SAMPLER \$590 / day

VIBRACORE OPERATIONAL SUPPLIES \$590 / day

VAN VEEN BENTHIC SEDIMENT SAMPLER \$240 / day

DIVER OPERATED SEDIMENT SAMPLER \$60 / day

SIEVE STAND RENTAL ---- Price per Project \$355

WATER MONITORING EQUIPMENT

MULTI-PARAMETER WATER QUALITY SONDE \$183 / day

TRANSMISSOMETER \$243 / day

VAN DORN WATER SAMPLER \$65 / day

FISHERIES SAMPLING EQUIPMENT

OTTER TRAWL \$366 / day

BEACH SEINE \$126 / day

LONG LINE \$126 / day

STREAM ASSESSMENT BUNDLE \$126 / day



ELECTRO-FISHING EQUIPMENT \$904 / day

GENERAL FIELD EQUIPMENT

DIFFERENTIAL GPS \$95 / day

TERRESTRIAL & FORESTRY BUNDLE (includes GPS) \$126 / day

SPECIALIZED DIVE SUPPORT EQUIPMENT

SCUBA DIVE GEAR Included with diver

REBREATHER DIVE GEAR (to 200 ft) \$303 / day

CAMERA & UNDERWATER HOUSING \$65 / day

CATHODIC PROTECTION METER \$126 / day

UNDERWATER METAL DETECTOR \$424 / day

SALVAGE EQUIPMENT (assorted lift bags and rigging) \$601 / day

DIVER COMMUNICATIONS EQUIPMENT \$126 / day

DIVER OPERATED SUCTION DREDGE \$601 / day

LABORATORY*

TRANSFER OF SAMPLES TO ISOPROPYL ALCOHOL \$30 / sample

TRANSFER OF SAMPLES TO DENATURED ETHANOL \$54 / sample

TRANSFER OF SAMPLES TO PURE ETHANOL \$77 / sample

BENTHOS ARCHIVING \$13 / sample per year

STANDARD BENTHIC SORTING & TAXONOMY PNW \$945 / sample

STANDARD BENTHIC SORTING & TAXONOMY CALIF. \$1179 / sample

TAXONOMY TO SO. CAL. SCCWRP STANDARDS \$1717-\$4580 / sample

*Discount for larger sample set

PHYSIS - ANCHOR GWMA Compliance Monitoring Scope of Work 7/24-6/29 - by Mark D. Baker 6/29/23

Point of Contact:	cdolphin@anchorgea.com
Report Package To:	amartin@anchorgea.com
Invoice To:	amartin@anchorgea.com
Data Quality Objectives (DQO):	Standard Physis
QC Level:	Level II (Normal)
EDD Format:	EQulS
Estimated Turnaround Time Needed:	Standard Physis
Purchase Order #:	TBD
Scope Of Services (SOS) #:	2002002

cc: LabDataAttachments@anchorgea.com;
cc: LabDataAttachments@anchorgea.com;

AQUEOUS					PHYSIS PRICES				
Constituent	Performance-Based Method	Units	MDL	RL	7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28	7/28-6/29
Total Suspended Solids	SM 2540 D	mg/L	0.5	0.5	\$ 25	\$ 30	\$ 30	\$ 35	\$ 35
Total & Dissolved Metals (SW)					\$ 440	\$ 460	\$ 460	\$ 475	\$ 475
Cadmium (Cd)	EPA 1640	µg/L	0.0025	0.005	inc.	inc.	inc.	inc.	inc.
Chromium (Cr)	EPA 1640	µg/L	0.0125	0.025	inc.	inc.	inc.	inc.	inc.
Copper (Cu)	EPA 1640	µg/L	0.005	0.01	inc.	inc.	inc.	inc.	inc.
Lead (Pb)	EPA 1640	µg/L	0.0025	0.005	inc.	inc.	inc.	inc.	inc.
Zinc (Zn)	EPA 1640	µg/L	0.0025	0.005	inc.	inc.	inc.	inc.	inc.
Total & Dissolved Mercury	EPA 1631E	µg/L	0.00001	0.00002	\$ 95	\$ 105	\$ 105	\$ 115	\$ 115
Organochlorine Pesticides					\$ 185	\$ 205	\$ 205	\$ 225	\$ 225
2,4'-DDD	EPA 625.1	ng/L	1.068	2	inc.	inc.	inc.	inc.	inc.
2,4'-DDE	EPA 625.1	ng/L	0.8	2	inc.	inc.	inc.	inc.	inc.
2,4'-DDT	EPA 625.1	ng/L	0.776	2	inc.	inc.	inc.	inc.	inc.
4,4'-DDD	EPA 625.1	ng/L	0.792	2	inc.	inc.	inc.	inc.	inc.
4,4'-DDE	EPA 625.1	ng/L	0.772	2	inc.	inc.	inc.	inc.	inc.
4,4'-DDT	EPA 625.1	ng/L	0.512	2	inc.	inc.	inc.	inc.	inc.
Chlordane-alpha	EPA 625.1	ng/L	0.748	2	inc.	inc.	inc.	inc.	inc.
Chlordane-gamma	EPA 625.1	ng/L	0.716	2	inc.	inc.	inc.	inc.	inc.
cis-Nonachlor	EPA 625.1	ng/L	0.768	2	inc.	inc.	inc.	inc.	inc.
Dieldrin	EPA 625.1	ng/L	1	2	inc.	inc.	inc.	inc.	inc.
Oxychlordane	EPA 625.1	ng/L	1	2	inc.	inc.	inc.	inc.	inc.
trans-Nonachlor	EPA 625.1	ng/L	0.744	2	inc.	inc.	inc.	inc.	inc.
Toxaphene	EPA 8270E-NCI	ng/dry g	10	20	\$ 40	\$ 50	\$ 50	\$ 60	\$ 60
PCB Congeners		ng/dry g			inc.	inc.	inc.	inc.	inc.
PCB 008	EPA 625.1	ng/L	0.068	2	inc.	inc.	inc.	inc.	inc.
PCB 018	EPA 625.1	ng/L	0.116	2	inc.	inc.	inc.	inc.	inc.
PCB 028	EPA 625.1	ng/L	0.092	2	inc.	inc.	inc.	inc.	inc.
PCB 037	EPA 625.1	ng/L	0.24	2	inc.	inc.	inc.	inc.	inc.
PCB 044	EPA 625.1	ng/L	0.112	2	inc.	inc.	inc.	inc.	inc.
PCB 049	EPA 625.1	ng/L	0.144	2	inc.	inc.	inc.	inc.	inc.
PCB 052	EPA 625.1	ng/L	0.048	2	inc.	inc.	inc.	inc.	inc.
PCB 056/60	EPA 625.1	ng/L	1	2	inc.	inc.	inc.	inc.	inc.
PCB 066	EPA 625.1	ng/L	0.108	2	inc.	inc.	inc.	inc.	inc.
PCB 070	EPA 625.1	ng/L	0.092	2	inc.	inc.	inc.	inc.	inc.
PCB 074	EPA 625.1	ng/L	0.084	2	inc.	inc.	inc.	inc.	inc.
PCB 077	EPA 625.1	ng/L	0.072	2	inc.	inc.	inc.	inc.	inc.
PCB 081	EPA 625.1	ng/L	0.336	2	inc.	inc.	inc.	inc.	inc.
PCB 087	EPA 625.1	ng/L	0.324	2	inc.	inc.	inc.	inc.	inc.
PCB 099	EPA 625.1	ng/L	0.112	2	inc.	inc.	inc.	inc.	inc.
PCB 101	EPA 625.1	ng/L	0.108	2	inc.	inc.	inc.	inc.	inc.

includes PCBs

chlordane-gamma, cis-nonachlor-cis, trans-nonachlor, and oxychlordane.

when done w/OCPs

when done w/OCPs

PCB 105	EPA 625.1	ng/L	0.188	2	inc.	inc.	inc.	inc.	inc.
PCB 110	EPA 625.1	ng/L	0.296	2	inc.	inc.	inc.	inc.	inc.
PCB 114	EPA 625.1	ng/L	0.288	2	inc.	inc.	inc.	inc.	inc.
PCB 118	EPA 625.1	ng/L	0.276	2	inc.	inc.	inc.	inc.	inc.
PCB 119	EPA 625.1	ng/L	0.284	2	inc.	inc.	inc.	inc.	inc.
PCB 123	EPA 625.1	ng/L	0.072	2	inc.	inc.	inc.	inc.	inc.
PCB 126	EPA 625.1	ng/L	0.344	2	inc.	inc.	inc.	inc.	inc.
PCB 128	EPA 625.1	ng/L	0.324	2	inc.	inc.	inc.	inc.	inc.
PCB 138	EPA 625.1	ng/L	0.228	2	inc.	inc.	inc.	inc.	inc.
PCB 149	EPA 625.1	ng/L	0.368	2	inc.	inc.	inc.	inc.	inc.
PCB 151	EPA 625.1	ng/L	0.292	2	inc.	inc.	inc.	inc.	inc.
PCB 153	EPA 625.1	ng/L	0.26	2	inc.	inc.	inc.	inc.	inc.
PCB 156	EPA 625.1	ng/L	0.356	2	inc.	inc.	inc.	inc.	inc.
PCB 157	EPA 625.1	ng/L	0.412	2	inc.	inc.	inc.	inc.	inc.
PCB 158	EPA 625.1	ng/L	0.296	2	inc.	inc.	inc.	inc.	inc.
PCB 167	EPA 625.1	ng/L	0.196	2	inc.	inc.	inc.	inc.	inc.
PCB 132/168	EPA 625.1	ng/L	0.376	2	inc.	inc.	inc.	inc.	inc.
PCB 169	EPA 625.1	ng/L	0.464	2	inc.	inc.	inc.	inc.	inc.
PCB 170	EPA 625.1	ng/L	0.472	2	inc.	inc.	inc.	inc.	inc.
PCB 177	EPA 625.1	ng/L	0.34	2	inc.	inc.	inc.	inc.	inc.
PCB 180	EPA 625.1	ng/L	0.616	2	inc.	inc.	inc.	inc.	inc.
PCB 183	EPA 625.1	ng/L	0.224	2	inc.	inc.	inc.	inc.	inc.
PCB 187	EPA 625.1	ng/L	0.672	2	inc.	inc.	inc.	inc.	inc.
PCB 189	EPA 625.1	ng/L	0.436	2	inc.	inc.	inc.	inc.	inc.
PCB 194	EPA 625.1	ng/L	0.656	2	inc.	inc.	inc.	inc.	inc.
PCB 195	EPA 625.1	ng/L	0.372	2	inc.	inc.	inc.	inc.	inc.
PCB 201	EPA 625.1	ng/L	0.416	2	inc.	inc.	inc.	inc.	inc.
PCB 206	EPA 625.1	ng/L	0.62	2	inc.	inc.	inc.	inc.	inc.
PCB 209	EPA 625.1	ng/L	0.464	2	inc.	inc.	inc.	inc.	inc.

\$ 785 \$ 850 \$ 850 \$ 910 \$ 910

Organochlorine Pesticides by HRGC/	EPA 1699	pg/L			\$ 950	\$ 1,000	\$ 1,000	\$ 1,050	\$ 1,050	subcontract
PCB Congeners (209) by HRGC/HRM	EPA 1668	pg/L			\$ 950	\$ 1,000	\$ 1,000	\$ 1,050	\$ 1,050	subcontract

SEDIMENT	Reported on a Dry Weight basis Performance-Based Method	Units	MDL	RL	PHYSIS PRICES					
					7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28	7/28-6/29	
Constituent										
Percent Solids	SM 2540 B	%	0.1	0.1	\$ 25	\$ 30	\$ 30	\$ 35	\$ 35	
Particle Size Distribution					\$ 75	\$ 95	\$ 95	\$ 110	\$ 110	
Clay <0.0039 mm	SM 2560 D	%	0.05	0.05	inc.	inc.	inc.	inc.	inc.	
Granule 2.0<4.0 mm	SM 2560 D	%	0.05	0.05	inc.	inc.	inc.	inc.	inc.	
Sand 0.0625 to<2.0 mm	SM 2560 D	%	0.05	0.05	inc.	inc.	inc.	inc.	inc.	
Silt 0.0039 to <0.0625 mm	SM 2560 D	%	0.05	0.05	inc.	inc.	inc.	inc.	inc.	
Total Organic Carbon	EPA 9060	%	0.01	0.01	\$ 60	\$ 75	\$ 75	\$ 90	\$ 90	
Total Metals (Cd, Cr, Cu, Pb, Zn)					\$ 185	\$ 200	\$ 200	\$ 225	\$ 225	
Cadmium (Cd)	EPA 6020	µg/dry g	0.0025	0.005	inc.	inc.	inc.	inc.	inc.	
Chromium (Cr)	EPA 6020	µg/dry g	0.0025	0.005	inc.	inc.	inc.	inc.	inc.	
Copper (Cu)	EPA 6020	µg/dry g	0.0025	0.005	inc.	inc.	inc.	inc.	inc.	
Lead (Pb)	EPA 6020	µg/dry g	0.0025	0.005	inc.	inc.	inc.	inc.	inc.	
Zinc (Zn)	EPA 6020	µg/dry g	0.025	0.05	inc.	inc.	inc.	inc.	inc.	
Total Mercury	EPA 245.7	µg/ dry g	0.00001	0.00002	\$ 40	\$ 50	\$ 50	\$ 60	\$ 60	
PAHs					\$ 185	\$ 205	\$ 205	\$ 225	\$ 225	
1-Methylnaphthalene	EPA 8270E	ng/dry g	0.084	0.5	inc.	inc.	inc.	inc.	inc.	
1-Methylphenanthrene	EPA 8270E	ng/dry g	0.076	0.5	inc.	inc.	inc.	inc.	inc.	
2,6-Dimethylnaphthalene	EPA 8270E	ng/dry g	0.065	0.5	inc.	inc.	inc.	inc.	inc.	

2-Methylnaphthalene	EPA 8270E	ng/dry g	0.106	0.5	inc.	inc.	inc.	inc.	inc.
Acenaphthene	EPA 8270E	ng/dry g	0.078	0.5	inc.	inc.	inc.	inc.	inc.
Anthracene	EPA 8270E	ng/dry g	0.046	0.5	inc.	inc.	inc.	inc.	inc.
Benz[a]anthracene	EPA 8270E	ng/dry g	0.107	0.5	inc.	inc.	inc.	inc.	inc.
Benzo[a]pyrene	EPA 8270E	ng/dry g	0.106	0.5	inc.	inc.	inc.	inc.	inc.
Benzo[e]pyrene	EPA 8270E	ng/dry g	0.098	0.5	inc.	inc.	inc.	inc.	inc.
Biphenyl	EPA 8270E	ng/dry g	0.092	0.5	inc.	inc.	inc.	inc.	inc.
Chrysene	EPA 8270E	ng/dry g	0.067	0.5	inc.	inc.	inc.	inc.	inc.
Dibenz[a,h]anthracene	EPA 8270E	ng/dry g	0.106	0.5	inc.	inc.	inc.	inc.	inc.
Fluoranthene	EPA 8270E	ng/dry g	0.035	0.5	inc.	inc.	inc.	inc.	inc.
Fluorene	EPA 8270E	ng/dry g	0.068	0.5	inc.	inc.	inc.	inc.	inc.
Naphthalene	EPA 8270E	ng/dry g	0.187	0.5	inc.	inc.	inc.	inc.	inc.
Perylene	EPA 8270E	ng/dry g	0.114	0.5	inc.	inc.	inc.	inc.	inc.
Phenanthrene	EPA 8270E	ng/dry g	0.074	0.5	inc.	inc.	inc.	inc.	inc.
Pyrene	EPA 8270E	ng/dry g	0.048	0.5	inc.	inc.	inc.	inc.	inc.
Organochlorine Pesticides					\$ 185	\$ 205	\$ 205	\$ 225	\$ 225
2,4'-DDD	EPA 8270E	ng/dry g	0.267	0.5	inc.	inc.	inc.	inc.	inc.
2,4'-DDE	EPA 8270E	ng/dry g	0.2	0.5	inc.	inc.	inc.	inc.	inc.
2,4'-DDT	EPA 8270E	ng/dry g	0.194	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDD	EPA 8270E	ng/dry g	0.198	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDE	EPA 8270E	ng/dry g	0.193	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDT	EPA 8270E	ng/dry g	0.128	0.5	inc.	inc.	inc.	inc.	inc.
Chlordane-alpha	EPA 8270E	ng/dry g	0.187	0.5	inc.	inc.	inc.	inc.	inc.
Chlordane-gamma	EPA 8270E	ng/dry g	0.179	0.5	inc.	inc.	inc.	inc.	inc.
cis-Nonachlor	EPA 8270E	ng/dry g	0.192	0.5	inc.	inc.	inc.	inc.	inc.
Dieldrin	EPA 8270E	ng/dry g	0.1	0.2	inc.	inc.	inc.	inc.	inc.
Oxychlordane	EPA 8270E	ng/dry g	0.25	0.5	inc.	inc.	inc.	inc.	inc.
trans-Nonachlor	EPA 8270E	ng/dry g	0.186	0.5	inc.	inc.	inc.	inc.	inc.
Toxaphene	EPA 8270E-NCI	ng/dry g	10	20	\$ 40	\$ 50	\$ 50	\$ 60	\$ 60
PCB Congeners		ng/dry g			inc.	inc.	inc.	inc.	inc.
					\$ 795	\$ 910	\$ 910	\$ 1,030	\$ 1,030

includes PCBs

chlordane-gamma, cis-nonachlor-cis, trans-nonachlor, and oxychlordane.

when done w/OCPs

when done w/OCPs

TISSUE	Reported on a Wet Weight basis	PHYSIS PRICES							
		Performance-Based Method	Units	MDL	RL	7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28
Percent Solids	SM 2540 B	%	0.1	0.1	\$ 25	\$ 30	\$ 30	\$ 35	\$ 35
Percent Lipids	Gravimetric	% wet weight	0.01	0.05	\$ 30	\$ 35	\$ 35	\$ 40	\$ 40
Organochlorine Pesticides					\$ 185	\$ 205	\$ 205	\$ 225	\$ 225
2,4'-DDD	EPA 8270E	ng/wet g	0.267	0.5	inc.	inc.	inc.	inc.	inc.
2,4'-DDE	EPA 8270E	ng/wet g	0.2	0.5	inc.	inc.	inc.	inc.	inc.
2,4'-DDT	EPA 8270E	ng/wet g	0.194	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDD	EPA 8270E	ng/wet g	0.198	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDE	EPA 8270E	ng/wet g	0.193	0.5	inc.	inc.	inc.	inc.	inc.
4,4'-DDT	EPA 8270E	ng/wet g	0.128	0.5	inc.	inc.	inc.	inc.	inc.
Chlordane-alpha	EPA 8270E	ng/wet g	0.187	0.5	inc.	inc.	inc.	inc.	inc.
Chlordane-gamma	EPA 8270E	ng/wet g	0.179	0.5	inc.	inc.	inc.	inc.	inc.
cis-Nonachlor	EPA 8270E	ng/wet g	0.192	0.5	inc.	inc.	inc.	inc.	inc.
Dieldrin	EPA 8270E	ng/wet g	0.1	0.2	inc.	inc.	inc.	inc.	inc.
Oxychlordane	EPA 8270E	ng/wet g	0.25	0.5	inc.	inc.	inc.	inc.	inc.
trans-Nonachlor	EPA 8270E	ng/wet g	0.186	0.5	inc.	inc.	inc.	inc.	inc.
Toxaphene	EPA 8270E-NCI	ng/wet g	10	20	\$ 40	\$ 50	\$ 50	\$ 60	\$ 60
PCB Congeners					inc.	inc.	inc.	inc.	inc.
PCB 018	EPA 8270E	ng/wet g	0.029	0.5	inc.	inc.	inc.	inc.	inc.

includes PCBs

chlordane-gamma, cis-nonachlor-cis, trans-nonachlor, and oxychlordane.

when done w/OCPs

when done w/OCPs

PCB 028	EPA 8270E	ng/wet g	0.023	0.5	inc.	inc.	inc.	inc.	inc.
PCB 037	EPA 8270E	ng/wet g	0.06	0.5	inc.	inc.	inc.	inc.	inc.
PCB 044	EPA 8270E	ng/wet g	0.028	0.5	inc.	inc.	inc.	inc.	inc.
PCB 049	EPA 8270E	ng/wet g	0.036	0.5	inc.	inc.	inc.	inc.	inc.
PCB 052	EPA 8270E	ng/wet g	0.012	0.5	inc.	inc.	inc.	inc.	inc.
PCB 066	EPA 8270E	ng/wet g	0.027	0.5	inc.	inc.	inc.	inc.	inc.
PCB 070	EPA 8270E	ng/wet g	0.023	0.5	inc.	inc.	inc.	inc.	inc.
PCB 074	EPA 8270E	ng/wet g	0.021	0.5	inc.	inc.	inc.	inc.	inc.
PCB 077	EPA 8270E	ng/wet g	0.018	0.5	inc.	inc.	inc.	inc.	inc.
PCB 081	EPA 8270E	ng/wet g	0.084	0.5	inc.	inc.	inc.	inc.	inc.
PCB 087	EPA 8270E	ng/wet g	0.081	0.5	inc.	inc.	inc.	inc.	inc.
PCB 099	EPA 8270E	ng/wet g	0.028	0.5	inc.	inc.	inc.	inc.	inc.
PCB 101	EPA 8270E	ng/wet g	0.027	0.5	inc.	inc.	inc.	inc.	inc.
PCB 105	EPA 8270E	ng/wet g	0.047	0.5	inc.	inc.	inc.	inc.	inc.
PCB 110	EPA 8270E	ng/wet g	0.074	0.5	inc.	inc.	inc.	inc.	inc.
PCB 114	EPA 8270E	ng/wet g	0.072	0.5	inc.	inc.	inc.	inc.	inc.
PCB 118	EPA 8270E	ng/wet g	0.069	0.5	inc.	inc.	inc.	inc.	inc.
PCB 119	EPA 8270E	ng/wet g	0.071	0.5	inc.	inc.	inc.	inc.	inc.
PCB 123	EPA 8270E	ng/wet g	0.018	0.5	inc.	inc.	inc.	inc.	inc.
PCB 126	EPA 8270E	ng/wet g	0.086	0.5	inc.	inc.	inc.	inc.	inc.
PCB 128	EPA 8270E	ng/wet g	0.081	0.5	inc.	inc.	inc.	inc.	inc.
PCB 138	EPA 8270E	ng/wet g	0.057	0.5	inc.	inc.	inc.	inc.	inc.
PCB 149	EPA 8270E	ng/wet g	0.092	0.5	inc.	inc.	inc.	inc.	inc.
PCB 151	EPA 8270E	ng/wet g	0.073	0.5	inc.	inc.	inc.	inc.	inc.
PCB 153	EPA 8270E	ng/wet g	0.065	0.5	inc.	inc.	inc.	inc.	inc.
PCB 156	EPA 8270E	ng/wet g	0.089	0.5	inc.	inc.	inc.	inc.	inc.
PCB 157	EPA 8270E	ng/wet g	0.103	0.5	inc.	inc.	inc.	inc.	inc.
PCB 158	EPA 8270E	ng/wet g	0.074	0.5	inc.	inc.	inc.	inc.	inc.
PCB 167	EPA 8270E	ng/wet g	0.049	0.5	inc.	inc.	inc.	inc.	inc.
PCB 132/168	EPA 8270E	ng/wet g	0.094	0.5	inc.	inc.	inc.	inc.	inc.
PCB 169	EPA 8270E	ng/wet g	0.116	0.5	inc.	inc.	inc.	inc.	inc.
PCB 170	EPA 8270E	ng/wet g	0.118	0.5	inc.	inc.	inc.	inc.	inc.
PCB 177	EPA 8270E	ng/wet g	0.085	0.5	inc.	inc.	inc.	inc.	inc.
PCB 180	EPA 8270E	ng/wet g	0.154	0.5	inc.	inc.	inc.	inc.	inc.
PCB 183	EPA 8270E	ng/wet g	0.056	0.5	inc.	inc.	inc.	inc.	inc.
PCB 187	EPA 8270E	ng/wet g	0.168	0.5	inc.	inc.	inc.	inc.	inc.
PCB 189	EPA 8270E	ng/wet g	0.109	0.5	inc.	inc.	inc.	inc.	inc.
PCB 194	EPA 8270E	ng/wet g	0.164	0.5	inc.	inc.	inc.	inc.	inc.
PCB 201	EPA 8270E	ng/wet g	0.104	0.5	inc.	inc.	inc.	inc.	inc.
PCB 206	EPA 8270E	ng/wet g	0.155	0.5	inc.	inc.	inc.	inc.	inc.

\$ 280 \$ 320 \$ 320 \$ 360 \$ 360

		PHYSIS PRICES				
Support Services	Unit	7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28	7/28-6/29
Sediment Compositing - inc. Percent/Ratio (per composite sample)	Per Sample	\$ 80	\$ 90	\$ 90	\$ 95	\$ 95
Tissue Sample Processing - inc. Homogenization/Composite Sample Creation (per sample)	Per Sample	\$ 50	\$ 60	\$ 60	\$ 65	\$ 65
Fish Sample Processing - inc. Fileting/Homogenization/Composite Sample Creation (per fish or sample)	Per Sample	\$ 75	\$ 85	\$ 85	\$ 90	\$ 90
RODI Water - inc. Water and Sediment Equipment Blanks, but not Field Blank provision	Per Liter	\$ 5	\$ 7	\$ 7	\$ 9	\$ 9
Custom Electronic Data Deliverable in Anchor EQUiS Format (per report)	Per Report	\$ 60	\$ 65	\$ 65	\$ 70	\$ 70
Courier Services (per hour roundtrip)	M-F 8am-5pm Per Hour R	\$ 60	\$ 65	\$ 65	\$ 70	\$ 70
After Hours Courier Services (per hour roundtrip)	M-F 5pm-8am, w.e., Holidays Per Hour R	\$ 90	\$ 95	\$ 95	\$ 100	\$ 100

		PHYSIS SURCHARGE				
PHYSIS Rush Reporting Services		7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28	7/28-6/29

Surcharge for Same Day Turnaround Time (400%)	400%	400%	400%	400%	400%	not offered for all analyses
Surcharge for Turnaround Time of 1 Full Business Day (300%)	300%	300%	300%	300%	300%	not offered for all analyses
Surcharge for Turnaround Time of 2 Full Business Days (200%)	200%	200%	200%	200%	200%	not offered for all analyses
Surcharge for Turnaround Time of 3 Full Business Days (100%)	100%	100%	100%	100%	100%	not offered for all analyses
Surcharge for Turnaround Time of 4 Full Business Day (90%)	90%	90%	90%	90%	90%	not offered for all analyses
Surcharge for Turnaround Time of 5 Full Business Days (80%)	80%	80%	80%	80%	80%	
Surcharge for Turnaround Time of 6 Full Business Day (60%)	60%	60%	60%	60%	60%	
Surcharge for Turnaround Time of 7 Full Business Days (50%)	50%	50%	50%	50%	50%	
Surcharge for Turnaround Time of 8 Full Business Days (40%)	40%	40%	40%	40%	40%	
Surcharge for Turnaround Time of 9 Full Business Day (30%)	30%	30%	30%	30%	30%	
Surcharge for Turnaround Time of 10 Full Business Days (20%)	20%	20%	20%	20%	20%	
Surcharge for Turnaround Time of 11 to 12 Full Business Days (10%)	10%	10%	10%	10%	10%	

Please Note, if no Sample QA/QC (e.g., R2, MS1/MS2) is noted anywhere on your COC, None may be provided.

Please Note, if you require/request us to provide Sample-Specific QA/QC (R2, MS1, MS2) on your Project/any Iteration:

1. Project Sample-specific QA/QC from < 6 native samples provided by Client may incur individual QA/QC costs; i.e., Lab Duplicate, Matrix Spike or Matrix Spike Duplicate samples may incur same charge(s) as native sample analyses.
2. Another option is you approve us to provide you with other Client Project Sample-specific QA/QC run with your Project's analyses in same like batch to the extent that QA/QC matches your SOW to best available and at Physis' sole discretion; this provided free-of-charge.*

Please Note on your COC:

1. "Please Only Use My Project Sample for R2, MS1/MS2 at cost."
2. "Please Provide My Project or Non-Project Sample R1, MS1/MS2 free of charge."

SEA VENTURES INC. PRICE LIST

Seaventures Schedule of Fees 2024-2029						
Title	2024 Rates	2025 Rates	2026 Rates	2027 Rates	2028 Rates	2029 Rates
Early Bird II charter is ten-hour day, plus fuel, and other direct costs	\$4,305	\$4,435	\$4,568	\$4,705	\$4,846	\$4,992
Weather or stand-by rate plus other direct costs.	\$3,225	\$3,322	\$3,420	\$3,523	\$3,628	\$3,737
Vessel and crew overtime rate after 10 hours	\$520	\$535	\$551	\$568	\$585	\$602
Project Management	\$146	\$150	\$155	\$160	\$164	\$169
Benthic Processing Wash Table and Screen (1-Hour Project Management to Mob/Demob)	\$78	\$80	\$82	\$84	\$87	\$90
Framed, stainless steel double Van Veen grab or 0.1 m2 box core (1-Hour Project Management to Mob/Demob)	\$281	\$290	\$299	\$308	\$317	\$327
Pipe dredge 20 Gallon	\$140	\$144	\$148	\$152	\$157	\$162
Otter Trawl nets. Does not include cost to repair any damage or replacement. Trawl net replacement cost is \$1,060.00 for the net and \$264.00 for the doors. (1-Hour Project Management to Mob/Demob)	\$140	\$144	\$148	\$152	\$157	\$162
Lampara net. Does not include cost to repair any damage or replacement. Net replacement is \$10,000.00 (Lampara net tender and deployment expert \$800/day) (18-Hour Project Management to Mob/Demob)	\$655	\$675	\$695	\$716	\$737	\$759
Skiff (14-foot Carolina with 25 Yamaha four cycle outboard) (2-Hour Project Management to Mob/Demob)	\$235	\$242	\$250	\$258	\$265	\$273
Multi-beam bracket mob/demob	\$273	\$281	\$290	\$299	\$308	\$317

- Vessel guest slip fees per receipt amount.
- Fuel is estimated and charged at market rate
- Per Diem is commensurate with GSA rates for specific location.
- Note: Prices to increase 3% per calendar

CONTACT INFORMATION:

The individuals authorized to negotiate, represent, and contractually bind Seaventures are listed below with contact information.

Bob Lohrman
 Ph: (949)-500-1615
 E-mail: lohrmanline@cox.net
 Stephen M. LaMothe
 Ph. (925) 381-5813
 E-mail:
Stephen.lamothe@leviathan.environmental.com
 Christopher B. Clark
 Ph: (760) 908-5753
 E-mail: [cclark\(a\).sixscientificservice.com](mailto:cclark(a).sixscientificservice.com)



RV Early Bird II heading out for a day of surveys



SIX SCIENTIFIC SERVICE
2024 to 2029 Rates

Six Scientific Service Schedule of Fees 2024-2029						
Staff	2024 Hourly Rates	2025 Hourly Rates	2026 Hourly Rates	2027 Hourly Rates	2028 Hourly Rates	2029 Hourly Rates
Senior Marine Scientist/Captain	\$110.00	\$112.00	\$115.00	\$118.00	\$122.00	\$125.00
Marine Scientist	\$88.00	\$90.00	\$92.00	\$94.00	\$97.00	\$100.00
Administrative	\$77.00	\$80.00	\$82.00	\$85.00	\$88.00	\$91.00
Equipment	2024 Daily Rates	2025 Daily Rates	2026 Daily Rates	2027 Daily Rates	2028 Daily Rates	2029 Daily Rates
28 ft Vessel w/A-Frame Landing Craft	\$1,550.00	\$1,600.00	\$1,650.00	\$1,750.00	\$2,000.00	\$2,250.00
24 ft Vessel w/small A-frame	\$1,250.00	\$1,300.00	\$1,350.00	\$1,450.00	\$1,550.00	\$1,650.00
20 ft Vessel w/lifting davit & Sidescan Sonar	\$875.00	\$900.00	\$925.00	\$1,000.00	\$1,150.00	\$1,250.00
16 ft inflatable pontoon w/tripod	\$675.00	\$700.00	\$725.00	\$775.00	\$850.00	\$925.00
8 ft Inflatable w/lifting davit	\$525.00	\$550.00	\$575.00	\$525.00	\$550.00	\$575.00
Single Van Veen	\$300.00	\$325.00	\$325.00	\$375.00	\$400.00	\$425.00
Vibracore (P-3, SDI, Gravity)	\$650.00	\$650.00	\$675.00	\$700.00	\$725.00	\$750.00
Piston Core + Poly Pipe	\$257.00/Day plus cost	\$257.00/Day plus cost per	\$257.00/Day plus cost	\$257.00/Day plus cost per foot of	\$257.00/Day plus cost per foot of	\$257.00/Day plus cost per foot of
BoxCore 9 inch x 48 inch Stainless	\$300.00	\$300.00	\$300.00	\$325.00	\$350.00	\$400.00
Benthic Processing (Sieves and Pump)	\$300.00	\$300.00	\$300.00	\$350.00	\$375.00	\$400.00
Standard Niskin Water Sampler (2.5L & 10L)	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
YSI 6290 v2 or Similar	\$550.00	\$600.00	\$600.00	\$700.00	\$750.00	\$800.00

Vessel Day Assumes 10-hour

*Mileage & Per Diem will be charged Federal Rate

**Tow miles will be charged at \$0.40/mile additional to federal rate

***Consumables will be charged at \$100/day

Should you need any additional information with regards to our rates, please feel free to contact me at any time.

Respectfully,

Chris Clark
Senior Marine Scientist
Cell: 760-908-5753
cclark@sixscientificservice.com