



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

AGENDA

**Regular Meeting of the Board of Directors
Thursday, April 10, 2025 at 12:00 PM**

Progress Park Plaza, 15500 Downey Avenue, Paramount, CA

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

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.
- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of January 2024 (Enclosure).
 - b. Ratify the Warrant Register for February and March 2025 and Approve the Warrant Register for April 2025 (Enclosures).
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Discussion/Action Regarding GWMA Audit for FY 2023-2024 (Enclosures)**
 - a. Receive and File the Annual Audited Financial Statement for FY 2023-2024, as presented.
- 7. Discussion/Action Regarding Direct and Indirect Administrative Fees for Fiscal Year (FY) 2025-2026 (Enclosures)**
 - a. Approve FY 2025-2026 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 2025-2026 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 2025-2026 GWMA Non-Member Indirect Cost Administrative Fees at a rate of 3.76% of the Non-member's cost share allocation for the particular watershed, and its grant, program or other activities.

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- 8. Discussion/Action Regarding GWMA FY 2025-2026 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 2025-2026 Operating Budget, as presented, contingent upon approval of reduced membership dues.

- 9. Discussion/Action Regarding Proposed Amended and Restated Joint Exercise of Powers (JPA) Agreement for the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA) (Enclosure)**
 - a. Approve the Amended and Restated JPA Agreement with selected option regarding the definition of a super majority, contingent upon legal counsel's final approval.
 - b. Direct staff to send out the Amended and Restated JPA to all GWMA Members for execution.

- 10. General Legislative Oral Update by Nicholas Ghirelli, Richards Watson & Gershon**
 - a. Legal Counsel Memo Summarizing AB 794 (Gabriel), SB 454 (McNerney), HR 1267 (Perez)

- 11. Discussion/Action Regarding On-Call Consultants for GWMA Regional Grant Writing Projects**
 - a. Approve the following consultant(s) and proposals to provide regional project development and grant writing services:
 1. Stormwater Capture/Reuse: Geosyntec Consultants – Not to Exceed \$50k
 2. Groundwater Contamination Treatment: Geosyntec Consultants - Not to Exceed \$50k
 - b. Authorize the Executive Officer to issue a Notice to Proceed to each approved consultant using the On-Call Consultant Professional Services Agreements on file.

- 12. Executive Officer's Oral Report**
 - a. RFP Project Management for Regional Pathogen Scientific Study – Oral Update

- 13. Directors' Oral Comments/Reports**

- 14. Adjournment to Regular Board Meeting on July 10, 2025 at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA**

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY BOARD
THURSDAY, JANUARY 9, 2025**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on January 9, 2025, at 12:00 p.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Chair Adriana Figueroa called the meeting to order at 12:22 p.m. Roll was called by Ms. Madeline Anderson and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Veronica Sanchez (alternate)	Bell Gardens
Len Gorecki	Bellflower
Madeline Chen	Central Basin MWD
Alvin Papa	Cerritos
Dan Mueller (alternate)	Downey
Mark Rounds (alternate)	La Mirada
Konya Vivanti	Lakewood
Keith Hoey	Long Beach
Diana Tang	Long Beach Utilities
Pamela Torres (alternate)	Lynwood
Jerry Gomez	Maywood
Jeremy Melendez (alternate)	Montebello
Adriana Figueroa	Paramount
Sarina Morales Choate (alternate)	Santa Fe Springs
Gladis Deras	South Gate
Daniel Wall	Vernon
Esther Rojas	Water Replenishment District
Vicki Smith	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Koa Consulting
Madeline Anderson	Koa Consulting
Michelle Tse	City of Paramount
Sofia Taylor	City of Cerritos
Tom West	BKF Engineers
Richard Watson	Richard Watson & Associates
Frank Sanchez	City of Santa Fe Springs

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director Torres moved to approve the consent calendar.

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

AYES: Sanchez, Gorecki, Papa, Mueller, Hoey, Torres, Gomez, Melendez, Figueroa, Morales Choate, Rojas, Smith

NOES: None

ABSTAIN: Deras, Rounds, Chen, Wall, Vivanti (from minutes only)

ITEM 6 - PRESENTATION REGARDING CII, RICH WATSON

Mr. Rich Watson began by providing a general background on the CII Permit and its complicated history. He noted that EPA can use its residual designation to require NPDES permits for other stormwater discharges. In July of 2013, environmental NGOs petitioned US EPA Region 9 (which includes California), noting that commercial and industrial sites violated quality standards. However, EPA declined their request due to not having enough information and noting that there were other factors at play. NGOs again submitted petitions in 2015, arguing that water quality standards were not met due to commercial, industrial companies.

In 2016, the EPA responded at length, acknowledging that industries were contributing to water quality impairments in the watershed but ultimately denying the requests. The EPA stated that permits must be issued, or discharges must be prohibited. As a result, the draft Regional Water Board CII Permit established three options: (1) an agreement with a local Watershed Management Group to fund a regional project, (2) facility-specific design standards to reduce stormwater runoff, or (3) direct demonstration of compliance with effluent limitations or in other words, prove they were compliant already. The primary focus was on the first option which would involve GWMA as the fiduciary for the Los Cerritos Channel Watershed Group.

On November 2, 2023, EPA Region 9 issued a revised Preliminary Designation, and the Regional Water Board issued a Revised Draft CII Permit. Subsequently, on November 20, 2024, EPA Region 9 issued a Final Designation, with one key revision: ports would now be treated similarly to airports under the permit. This issue has generated widespread interest, leading to a special meeting by an ad-hoc subgroup of the LA Permit Group and a dedicated panel discussion at the 2024 CASQA Conference. Mall owners and port authorities have shown significant interest. A key point of discussion has been whether the transition of malls into residential developments could serve as a basis for terminating permit coverage.

Based on the final Residual Designation, Mr. Watson noted that he anticipates a third version of the permit to be released in early March, followed by a workshop or Board Meeting without a vote. The next version of the permit is expected to include an additional year in its timeline to allow more time for compliance. Mr. Watson mentioned that his team had suggested releasing a working draft for review before formal public review, but this request was denied.

Both Watershed Groups involved have requested more flexibility in working with Permittees, particularly regarding fee payments. They have advocated for a system that allows fees to apply to a network of projects rather than just individual ones. Mr. Watson emphasized that the key unresolved issues are the fee structure and associated costs for the Watershed Groups, though the situation is progressing toward an acceptable resolution.

Director Figueroa inquired if there were legal ramifications of handling permit holder funds. Mr. Watson responded that legal review had not yet occurred because they were still working through various iterations of the permit. Another meeting is planned before finalization. Director Figueroa also asked whether, if funds were accepted, they would be processed through GWMA and allocated to the project. Mr. Watson confirmed that GWMA would act as the fiduciary agent, managing the funds, while the Watershed Group would handle contracts. However, he noted that legal confirmation would be necessary.

Director Vivanti raised concerns about cost and liability, comparing the situation to harbor toxic issues, which involve minimal liability. She mentioned that mall owners were particularly worried, as they are already affected by the Safe Clean Water tax. They are seeking clarification on whether a new mall development incorporating low-impact development for an MS4 permit could count as credit toward compliance, but this remains uncertain.

Director Mueller asked about the role of assessors in the process. Mr. Watson clarified that land use designation codes are determined by assessors. He also noted that he could provide a copy of the relevant handbook for distribution.

ITEM 7 – PRESENTATION “SUMMARY OF PROPOSED AMENDMENTS TO GWMA’S JPA AGREEMENT” BY CANDICE LEE, RICHARDS WATSON & GERSHON

Director Figueroa began this item by noting that Ms. Candice Lee of Richards Watson and Gershon was unfortunately unable to attend the meeting due to the current Los Angeles fires, and thus, Ms. Grace Kast will be giving this presentation. She noted that staff and legal counsel have been working closely together on the proposed amendments to the current Joint Powers Agreement “JPA”.

Ms. Kast began the presentation by noting that the process is to present the summary of proposed JPA changes, go over it at a high level, and then send a redline and a clean version of the draft via email to Gateway Water Management Authority “GWMA” Members requesting their review as well as their respective legal counsels. After collecting comments, the last step will be to work with GWMA’s legal counsel to prepare a final draft for the Board’s consideration.

She noted That staff and legal counsel have been working on this for the past several months and went on to provide a summary of the suggested changes. The general updates include adding an official recognition of using “Gateway Water Management Authority”, revising the threshold for establishing a quorum to approve the annual budget, increasing the number of alternate Board Members while allowing for temporary proxies under limited conditions, acknowledging GWMA’s role in implementing the Regional MS4 Permit, and clarifying that GWMA no longer utilizes a lead agency. Additionally, a key recommendation is to remove term limits for Governing Board appointees to improve efficiency.

Regarding organizational updates, Ms. Kast noted that since GWMA has brought all operations in-house, certain organizational changes were necessary. Previously, the Governing Board had to elect a Treasurer due to the presence of a lead agency. Since a lead agency is no longer needed, it is now recommended that the Governing Board elect a qualified Treasurer and appoint either a qualified Secretary or a qualified Auditor.

Another key update concerns withdrawal procedures. The change would require a withdrawing member for any approved budget(s) or board-approved expenditures and dues in effect 120 days prior to withdrawal. This was changed from the previous 30-day requirement due to the fact that meetings are now held quarterly. In conclusion, she commented on a new term that states future amendments to the JPA would go into effect once approval and execution was received from three-fourths of the members' legislative bodies rather than 100% of the members' legislative bodies.

Ms. Kast stated that all pertinent documents would be emailed to the GWMA members requesting comments before staff collaborates with legal counsel to present a revised version to the GWMA Board. Director Figueroa suggested creating a templated agenda report to facilitate approval by legal counsel and make things easier for each city.

Ms. Kast closed the conversation by encouraging all members to provide comments and ask questions. Ideally, the revised version incorporating feedback will be brought back for consideration in April, although the timeline will depend on the volume and nature of the comments received.

Director Tang entered the room at 12:45pm.

**ITEM 8 - DISCUSSION/ACTION REGARDING SAFE CLEAN WATER PROGRAM
SCIENTIFIC STUDY APPLICATION FOR MAXIMIZING IMPACT OF
MINIMUM CONTROL MEASURES**

Ms. Kast began by providing context regarding the scientific study application that is being considered in this current round. The Safe Clean Water Program ("SCWP") was soliciting project applications for the FY 2025-2026 funding year to be paid from its Regional Program funds (50% of SCWP funds). The deadline for applications was July 31, 2024. As part of the Regional Program, 5% is available for Scientific Studies, as set forth in each watershed area's Stormwater Investment Plan ("SIP"). GWMA was approached by three (3) Gateway Region Watershed Management Program Groups (Los Cerritos Channel, Lower Los Angeles River and Lower San Gabriel River) to consider serving as the Applicant (Lead Agency) for the Maximizing Impact of Minimum Control Measures ("MCM") Scientific Study.

The Grant Funding Request is \$630,000. If funding is awarded through the SCWP, GWMA staff and legal time will be needed to review and develop the funding agreement between GWMA and Los Angeles County Flood Control District for the GWMA Board to consider at a future Board Meeting. In accordance with GWMA Board Policy, once the legal agreements are executed, GWMA's administrative costs of 5% will be covered by SCWP funds.

Director Vivanti moved to approve the following action:

- a. Approve GWMA's role as Lead Agency for The Maximizing Impact of Minimum Control Measures Safe, Clean Water Regional Program Scientific Study Application and authorize GWMA's name to be added to the funding application for the proposed study. If awarded, GWMA's official role as the study's Lead Agency is contingent upon Board Approval of a Transfer Agreement between Los Angeles County Flood Control District and GWMA that sets forth each agency's role and funding obligation.

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

AYES: Sanchez, Gorecki, Papa, Mueller, Hoey, Torres, Gomez, Melendez, Figueroa, Morales Choate, Rojas, Smith, Deras, Rounds, Chen, Wall, Vivanti

NOES: None

ABSTAIN: Tang

ITEM 9 – SAFE CLEAN WATER PROGRAM – ORAL REPORT

a. Lower San Gabriel River (LSGR) WASC Chair – Dan Mueller

Director Mueller gave a report on LSGR, noting that the last meeting was November 12, and during that meeting, they started receiving scientific studies. He noted that there is another meeting next week and encouraged anyone to join. The SCWP Regional Oversight Committee “ROC” meeting was scheduled, but was postponed due to the local fires.

b. Lower Los Angeles River (LLAR) WASC Chair – Madeline Chen

Director Chen, gave a report and noted that November 2 was the last meeting and that this year, they will be accepting scientific studies. She noted that they completed Phase One of the watershed planning process. She also noted that the funding is low, so they will be meeting less often. Director Chen mentioned that the Watershed Coordinator had 80 meetings, so in the past quarter, she has been really active in engaging students and communities. Similar to the LSGR, she noted that the ROC meeting was postponed

ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT

Ms. Kast provided an update on the RFP for Regional Grants, noting that the Board’s top two priorities for regional project development and corresponding grant opportunities were Groundwater Contamination/Cleanup Projects and Stormwater Projects. She mentioned that staff recently released an RFP to pre-approved on-call consultants. She then suggested that an ad-hoc committee be created to help evaluate the proposals after they are received. Directors Wall, Melendez, and Smith volunteered to sit on the ad-hoc committee.

Ms. Kast updated the Board regarding a Scientific Study crossing all 9 watershed areas of the Safe Clean Water Program “SCWP”. She reminded the Board that GWMA was the lead agency, and that the County agreed with GWMA staff to issue a single Transfer Agreement “TA” instead of 9 separate TAs which would minimize transactional costs and makes things much more efficient. She indicated that staff was developing and would be releasing an RFP for project management of this scientific study once the TA was issued to GWMA for execution. She indicated that project management costs would be funded through the grant

She concluded her report by stating that the Port of Long Beach submitted a formal request to withdraw from GWMA membership which would go into effect July 1st. Thereafter, the Port of Long Beach would be obligated to pay non-membership administrative fees for watershed management group projects.

ITEM 11 – DIRECTORS’ ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 1:21 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, April 10, 2025 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 10, 2025

AGENDA ITEM 5b – Ratify the Warrant Register for February and March 2025 and Approve the Warrant Register for April 2025

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 and March 2025 in the amounts of \$404,644.00 and \$168,575.07, respectively, are submitted for ratification by the Board, and the Warrant Register for expenditures dated January 2025 in the amount of \$365,912.32 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 2025 total \$939,131.39. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION

Ratify the Warrant Registers for February and March 2025 and Approve the Warrant Register for April 2025.

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WARRANT REGISTER
DISBURSEMENT JOURNAL
February 2025

Invoice Date	Vendor	Invoice Number	Description	Amount
1/20/2025	Anchor QEA	30377	RMC Compliance FY 23/24 (Services through 12/31/2024)	\$ 796.41
1/20/2025	Anchor QEA	30378	RMC Compliance FY 24/25 (Services through 12/31/2024)	\$ 9,669.75
1/1/2025	City of Paramount	5278	Office Lease (Jan 2025)	\$ 424.43
2/1/2025	City of Paramount	5283	Office Lease (Feb 2025)	\$ 424.43
10/11/2022	Civiltec	47108	Meter Replacment	\$ 3,927.50
1/31/2025	CJ Brown & Company CPAs	1-31-25	FY 23-24 Audit	\$ 625.00
2/10/2025	Craftwater Engineering	22-046-2	Targeted Human Waste Reduction Scientific Study (Jan 2025)	\$ 2,850.00
12/10/2024	CWE	F24670	LARUR2 (Nov 2024)	\$ 16,335.85
1/20/2025	CWE	F25735	LARUR2 (Dec 2024)	\$ 18,061.64
2/3/2025	Fairview Web Design	304	Website Support	\$ 275.00
1/31/2025	Gateway Cities Council of Governments	1-31-25	Office Supplies (Jan 2025)	\$ 100.00
12/31/2024	John L Hunter & Associates	GHM1GHR12411	HTU (Nov 2024)	\$ 80.00
12/31/2024	John L Hunter & Associates	GWM1GHR12412	HTU (Dec 2024)	\$ 24,957.87
12/31/2024	John L Hunter & Associates	GWM1LLA12411	LLAR (Nov 2024)	\$ 12,032.50
12/31/2024	John L Hunter & Associates	GWM1LLA12412	LLAR (Dec 2024)	\$ 61,423.21
12/31/2024	John L Hunter & Associates	GWM1LSG12411	LSGR (Nov 2024)	\$ 8,135.00
12/31/2024	John L Hunter & Associates	GWM1LSG12412	LSGR (Dec 2024)	\$ 50,918.39
11/5/2024	John L Hunter & Associates	GWM1OM12409	O&M RFP (Sept 2024)	\$ 878.75
2/10/2025	Koa Consulting	K114-01-88	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Jan 2025)	\$ 40,764.30
12/26/2024	Richard Watson & Associates	24-192-003-012	LCC (Nov 2024)	\$ 111,552.03
1/16/2025	Richard Watson & Associates	25-192-003-001	LCC (Dec 2024)	\$ 38,617.74
1/24/2025	Richards Watson Gershon	251420	Legal Services - General (service through 12/31/24)	\$ 1,794.20

Total \$ 404,644.00

APPROVED
By Thomas Bekele at 12:19 pm, Feb 14, 2025

Reviewed and Approved by:

Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
March 2025

Invoice Date	Vendor	Invoice Number	Description	Amount
2/19/2025	Anchor QEA	31014	RMC Compliance FY 24/25 (Services through 1/31/2025)	\$ 13,032.24
3/1/2025	City of Paramount	5290	Office Lease (Mar 2025)	\$ 424.43
2/19/2025	Civiltec	52469	Meter Replacment Closeout	\$ 1,275.00
2/28/2025	CJ Brown & Company CPAs	2-28-25	FY 23-24 Audit	\$ 7,595.00
2/24/2025	CWE	F25069	LARUR2 (Jan 2025)	\$ 9,351.16
2/28/2025	Gateway Cities Council of Governments	2-28-25	Office Supplies (Feb 2025)	\$ 100.00
2/20/2025	John L Hunter & Associates	GWM1LLA12501	LLAR (Jan 2025)	\$ 47,176.42
3/9/2025	Koa Consulting	K114-01-89	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Feb2025)	\$ 39,788.52
2/20/2025	Richard Watson & Associates	25-192-003-002	LCC (Jan 2025)	\$ 45,095.89
2/24/2025	Richards Watson Gershon	251846	Legal Services - General (service through 1/31/25)	\$ 4,736.41
Total				\$ 168,575.07

APPROVED
By Thomas Bekele at 1:28 pm, Mar 17, 2025

Reviewed and Approved by:

Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
April 2025

Invoice Date	Vendor	Invoice Number	Description	Amount
3/19/2025	Anchor QEA	31623	RMC Compliance FY 24/25 (Services through 2/28/2025)	\$ 14,396.98
3/13/2025	Civiltec	52574	Meter Replacment Closeout	\$ 780.00
3/7/2025	Craftwater	22-046-3	SCWP Targeted Human Waste Source Reduction (Feb 2025)	\$ 4,370.00
3/24/2025	CWE	F25107	LARUR2 (Feb 2025)	\$ 33,080.24
3/31/2025	Gateway Cities Council of Governments	3-31-25	Office Supplies (Mar 2025)	\$ 100.00
2/20/2025	John L Hunter & Associates	GWM1GHR12501	HTU (Jan 2025)	\$ 11,892.38
3/18/2025	John L Hunter & Associates	GWM1GHR12502	HTU (Feb 2025)	\$ 42,973.49
3/18/2025	John L Hunter & Associates	GWMA1LLA12502	LLAR (Feb 2025)	\$ 50,942.45
2/20/2025	John L Hunter & Associates	GWM1LSG12501	LSGR (Jan 2025)	\$ 23,423.63
3/18/2025	John L Hunter & Associates	GWM1LSG12502	LSGR (Feb 2025)	\$ 50,765.14
3/28/2025	Koa Consulting	K114-01-90	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Mar 2025)	\$ 39,788.52
3/19/2025	Richard Watson & Associates	25-192-003-003	LCC (Feb 2025)	\$ 93,234.49
3/24/2025	Richards Watson Gershon	252275	Legal Services - General (service through 2/28/25)	\$ 165.00

Total \$ 365,912.32

APPROVED
By Thomas Bekele at 9:55 am, Apr 07, 2025

Reviewed and Approved by:

Thomas Bekele, Signal Hill



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April 10, 2025

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2024-2025

SUMMARY

At the Board meeting in April 2024, the Board approved the budget for legal counsel services of \$30,000 for Fiscal Year (FY) 2024-2025 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 30,000.00	FY 2024-2025 Budget amount for Legal Counsel services
<u>\$ 12,365.91</u>	Expenditures for Legal Counsel services through February 28, 2025
\$ 17,634.09	Remaining budget amount available through June 30, 2025

FISCAL IMPACT

The total expenditures for Legal Counsel services for FY 2024-2025 through February 28, 2025 total \$12,365.91. It is projected there are sufficient funds remaining in the GWMA FY 2024-2025 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.

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April 10, 2025

AGENDA ITEM 6 – GWMA Audit for Fiscal Year 2023-2024

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 2023-2024 was that the financial statements were presented fairly, in all material respects, as of June 30, 2024. 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 two audit adjustments and one reclassification entry noted by the auditors for Fiscal Year 2023-2024.

RECOMMENDATION:

- a. Receive and file the Annual Audited Financial Statement for Fiscal Year 2023-2024, as presented.

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

Management Report

June 30, 2024

**Los Angeles Gateway Region
Integrated Regional Water Management
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Management Report

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

Dear Members of the Board:

In planning and performing our audit of the financial statements of Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) as of and for the year ended June 30, 2024, 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, the Board of Directors, and others within the Authority, and is not intended to be, and should not be, used by anyone other than these specified parties. This restriction is not intended to limit the distribution of this letter, which is a matter of public record.

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 10, 2025

DRAFT

APPENDIX

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

Audit/Finance Committee Letter

June 30, 2024

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

We have audited the financial statements of the governmental-type activities of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) for the year ended June 30, 2024, and have issued our report thereon dated April 10, 2025.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated March 22, 2024, 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 10, 2025.

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 2024. 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 4 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 10, 2025.

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.

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 10, 2025

**Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority
Schedule of Audit Adjusting Journal Entries
June 30, 2024**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To adjust revenue that should have been posted after year-end.			
40030	Sales	\$ 44,097.36	
11000	Accounts Receivable		44,097.36
Adjusting Journal Entries JE # 2			
To accrue expenses incurred at year-end.			
60225	General Consulting Services	182,767.60	
20000	Accounts Payable		182,767.60
Adjusting Journal Entries JE # 3			
To reclassify DWR grant revenues to its proper account at year-end.			
40030	Sales	76,941.54	
40015	Income-Grants	\$	76,941.54



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

April 10, 2025

AGENDA ITEM 7 - Direct and Indirect Administrative Fees for Fiscal Year 2025-2026

SUMMARY AND 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.

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 2025-2026 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 2025-2026 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 2025-2026 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
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With Technical Support From The Sanitation Districts Of Los Angeles County



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

April 10, 2025

AGENDA ITEM 8 - GWMA Fiscal Year 2025-2026 Operating Budget

SUMMARY AND 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.

The Fiscal Year (FY) 2024-2025 Ending Fund Balance of \$761,451 reflects actual costs and projections for the remainder of the current fiscal year. This estimated amount is reflected in the proposed budget for FY 2025-2026. Dues from member agencies are expected to be \$397,500 in FY 2025-2026 which includes anticipated approval of 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, \$237,143 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 2025-2026 Operating Budget, as presented.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
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With Technical Support From The Sanitation Districts Of Los Angeles County

FISCAL
YEAR

2025-2026

**OPERATING
BUDGET**

ADOPTED: TBD





Introduction and Background

The Gateway Water Management Authority (GWMA) budget has evolved over the years, reflecting the growth in membership and responsibilities. This operating budget report has evolved from a one-half page budget in 2009 to a multi-page document that highlights GWMA's accomplishments and supports GWMA's future projects and activities.

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 increased to 28 member agencies. 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	Completed
\$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	On-going
\$3.37M	California Department of Water Resources	Prop 1 Round 2 IRWM	On-going



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
 - Two 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 (Past and Present)

- 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 procurement process to solicit competitive proposals 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.
- 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 four 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
- Continued efforts to identify additional coordinated, regional project priorities and to seek grant funding.
- Coordinated with the Board approved web-developer to customize and modernize GWMA's website which will go live in FY 2025-2026.
- Assisted GWMA members by releasing a Request for Qualifications "RFQ" for Operations, Maintenance, and Evaluation of Five (5) Regional Stormwater Capture and Treatment Projects. The solicitation was reviewed and shared with the project owners so that they could contract directly with their preferred consultants/contractors.

LOOKING AHEAD

Several critical activities are planned for FY 2025-2026. These activities include:

- Coordinate the execution of MOU Amendments with the LLAR, LSGR and LCC Watershed Groups.
- Issue a new RFP to solicit competitive proposals for catch basin cleaning on behalf of all Gateway region cities. The procurement process is not a low bid solicitation and each individual municipality may decide to enter into a contract with one or more of the Companies and can negotiate prices with any Company or chose another Company altogether.
- Potentially serve as the fiduciary agency with Commercial and Industrial Permittees on behalf of the Los Cerritos Channel Watershed Management Group;
- Continue to support and manage awarded grants for regional programs from various granting agencies.
- Develop and coordinate with the selected grant writing consultant from the pre-approved On-Call consultants list a GWMA Round 2 Regional Project(s) Grant Program for a regional Stormwater Capture and Reuse Project, and a regional Groundwater Treatment Project.



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, (F2) points to \$397,500 which is the FY 2025-2026 Total Dues from Members Agencies.



The FY 2025-2026 budget shows an operating revenue needed to support its annual operations in the amount of \$631,688 (F7). The operating expense budget is estimated to be \$474,286 (F21) which leaves \$157,402 (F22) in reserves before special projects. Special projects in the amount of \$210,343 (H29) 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 2025-2026, the Beginning Funding Balance of \$761,451 (F31), the Administrative Ending Fund Balance for FY 2025-2026 is \$708,510 (F32). 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 \$474,286 (H21). One-half of the anticipated operating expense for FY 2024-2054 is equal to \$237,143. Staff has determined that with \$708,510 (F32) in the Ending Fund Balance, there are sufficient funds in reserves per the policy.

FY 2024-2025 Operating Expenses:	\$474,286	(F21)
6-months (one-half of year) minimum required to be held in reserve:	\$237,143	
Reserves after all Operating Expenses and Special Projects:	\$708,510	(F32)
6-month operating reserve:	- \$237,143	
Remaining in General Reserve for future programs	\$471,367	

For the 2024-2025 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 2025-2026, 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 2025-2026.



FY 2025-2026 Operating Budget					
A	B	C	D	E	F
DESCRIPTION	FY 23/24 Actuals	FY 24/25 Budget	FY 24/25 Year-End Projections	Budget to Actual Variance	FY 25/26 Budget
1 REVENUES					
2 Dues from Member Agencies	\$ 397,500	\$ 412,500	\$ 412,500	\$ -	\$ 397,500
3 GWMA Administrative/Legal Direct Charges from Watersheds Including Use of Watershed Reserves	\$ 92,553	\$ 105,600	\$ 102,224	\$ 3,376	\$ 103,500
4 GWMA Administrative/Legal Direct Charges for GWMA Watershed Grants and Regional Grants	\$ 12,962	\$ 59,094	\$ 52,355	\$ 6,739	\$ 107,194
5 DACIP Proposal/Application Development (Grant Reimbursement)	\$ 7,000	\$ -	\$ -	\$ -	\$ -
6 GWMA Indirect Fees from Non-members	\$ 16,214	\$ 33,600	\$ 23,690	\$ 9,910	\$ 23,495
7 TOTAL REVENUES	\$ 526,229	\$ 610,794	\$ 590,769		\$ 631,688
8 OPERATING EXPENSES					
9 Professional Mgmt, Admin & Accounting Services - General GWMA Operations	\$ 274,603	\$ 290,691	\$ 289,668	\$ 1,024	\$ 300,220
10 Professional Mgmt, Admin & Accounting Services - Allocated to Watershed Operations	\$ 89,221	\$ 94,600	\$ 95,624	\$ (1,024)	\$ 97,000
11 General Counsel - General GWMA Operations	\$ 7,400	\$ 19,000	\$ 13,668	\$ 5,332	\$ 23,400
12 General Counsel - Allocated to Watershed	\$ 3,333	\$ 11,000	\$ 6,600	\$ 4,400	\$ 6,600
13 Meeting Expenses	\$ 2,980	\$ 3,900	\$ 1,392	\$ 2,508	\$ 3,900
14 Office Supplies, Postage, Notices, Misc.	\$ 3,677	\$ 4,500	\$ 3,207	\$ 1,293	\$ 4,500
15 Office Rent	\$ 4,928	\$ 5,100	\$ 5,123	\$ (23)	\$ 5,355
16 Website Services	\$ 450	\$ 16,000	\$ 13,575	\$ 2,425	\$ 500
17 Insurance	\$ 16,396	\$ 18,000	\$ 17,792	\$ 208	\$ 20,000
18 Authorized Conferences, Travel & Sponsorships	\$ -	\$ 500	\$ -	\$ 500	\$ 500
19 Organization Memberships	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -
20 Audit	\$ 8,800	\$ 11,725	\$ 11,725	\$ -	\$ 12,311
21 TOTAL OPERATING EXPENSES	\$ 412,787	\$ 476,016	\$ 458,374		\$ 474,286
22 NET INCOME BEFORE SPECIAL PROJECTS	\$ 113,442	\$ 134,778	\$ 132,395		\$ 157,402
23 SPECIAL PROJECT EXPENSES					
24 Prop 84 2015 - AMR Project Management Services (Civiltec) **Board approved budget amendment of \$6920 in 23/24**	\$ -	\$ 6,920	\$ 6,920	\$ -	
25 Consultants Support for Regional Grant Program Development and Applications - Round 2 **Board approved budget of \$100k for Round 2 in 23/24**		\$ 100,000	\$ 10,000	\$ 90,000	\$ 90,000
26 Grant Funding Strategy Services -General Operations	\$ 57,504	\$ 19,493	\$ 35,688	\$ (16,195)	\$ 18,863
27 Awarded Regional Grant Administration and Legal Charges and Reimbursable Watershed Grants	\$ 21,672	\$ 67,850	\$ 46,655	\$ 21,195	\$ 70,950
28 Disadvantaged Community Involvement Program	\$ 28,500	\$ 29,640	\$ 29,640	\$ -	\$ 30,529
29 TOTAL SPECIAL PROJECT EXPENSES	\$ 107,676	\$ 223,903	\$ 128,903		\$ 210,343
30 NET INCOME AFTER ALL OPERATING EXPENSES AND SPECIAL PROJECTS EXPENSE	\$ 5,766	\$ (89,125)	\$ 3,492		\$ (52,941)
31 BEGINNING FUND BALANCE	\$ 752,193	\$ 757,959	\$ 757,959		\$ 761,451
32 ADMINISTRATIVE ENDING FUND BALANCE	\$ 757,959	\$ 668,834	\$ 761,451		\$ 708,510
33 All Watershed Groups Admin Fee Cumulative Ending Fund Balance					\$ 276,507
34 Watershed Groups Cumulative Earned and Projected Interest Income through FY 25/26					\$ 506,829
35 ADMINISTRATIVE ENDING FUND BALANCE WITH WATERSHED ADMIN FEE BALANCE + INTEREST INCOME					\$ 1,491,846



**Los Angeles River Upper Reach 2
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2026**

Description	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	\$9,459	\$21,544	\$10,198	\$10,198
REVENUE				
GWMA Administrative Fee	\$8,291	\$9,244	\$9,288	\$9,289
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)				
Other (Indirect Admin)	\$ -	\$ -	\$ 563	\$ 563
Other (approved line item transfer from MOU)	\$ 24,715	\$ -	\$ 6,805	\$ 8,148
TOTAL ANNUAL REVENUES	\$33,006	\$9,244	\$16,656	\$18,000
OPERATING EXPENSE				
Administrative - Direct Charges	\$9,128	\$13,740	\$13,820	\$12,000
General Counsel - Direct Charges	\$100	\$495	\$0	\$500
Indirect Operating Expenses	-	-	-	-
Funding Strategy - Expense	2,000	2,202	\$0	\$0
Administrative - Grant Direct Charges	\$9,593	\$4,154	\$6,655	\$6,500
General Counsel - Grant Direct Charges	100	-	-	\$250
TOTAL ANNUAL OPERATING EXPENSES	\$20,921	\$20,591	\$20,475	\$19,250
TOTAL ANNUAL NET VARIANCE	\$12,085	(\$11,346)	(\$3,819)	(\$1,250)
CUMULATIVE ENDING FUND BALANCE	\$21,544	\$10,198	\$6,379	\$8,948
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Los Cerritos Channel
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2026

Description	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	\$41,653	\$47,348	\$51,299	\$51,445
REVENUE				
GWMA Administrative Fee	\$22,430	\$23,945	\$24,215	\$24,215
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)				
Other (Indirect Admin)	\$2,139	\$2,295	\$2,298	\$2,298
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$24,569	\$26,240	\$26,513	\$26,513
OPERATING EXPENSE				
Administrative - Direct Charges	\$14,185	\$17,792	\$17,569	\$18,500
General Counsel - Direct Charges	\$50	\$0	\$2,000	\$2,500
Indirect Operating Expenses	\$2,139	\$2,295	\$2,298	\$2,298
Funding Strategy - Expense	\$2,500	\$2,202	\$4,500	\$2,500
General Counsel - Grant Direct Charges	-	-	-	\$250
TOTAL ANNUAL OPERATING EXPENSES	\$18,874	\$22,288	\$26,367	\$26,048
TOTAL ANNUAL NET VARIANCE	\$5,695	\$3,951	\$146	\$465
CUMULATIVE ENDING FUND BALANCE	\$47,348	\$51,299	\$51,445	\$51,910
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, 2026**

Description	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	\$58,691	\$58,648	\$60,706	\$61,644
REVENUE				
GWMA Administrative Fee	\$18,852	\$23,062	\$25,193	\$24,850
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)			\$615	\$615
Other (Indirect Admin)	\$1,094	\$1,709	\$1,174	\$1,291
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$19,946	\$24,770	\$26,982	\$26,755
OPERATING EXPENSE				
Administrative - Direct Charges	\$16,541	\$17,730	\$18,754	\$18,500
General Counsel - Direct Charges	\$555	\$1,073	\$2,000	\$1,000
Indirect Operating Expenses	\$1,094	\$1,709	\$1,789	\$1,906
Funding Strategy - Expense	\$1,800	\$2,202	\$3,500	\$3,450
General Counsel - Grant Direct Charges	-	-	-	\$250
TOTAL ANNUAL OPERATING EXPENSES	\$19,989	\$22,713	\$26,043	\$25,106
TOTAL ANNUAL NET VARIANCE	(\$43)	\$2,058	\$938	\$1,650
CUMULATIVE ENDING FUND BALANCE	\$58,648	\$60,706	\$61,644	\$63,294
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



**Lower San Gabriel River
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2026**

Description	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	\$81,435	\$89,655	\$96,938	\$96,952
REVENUE				
GWMA Administrative Fee	\$23,701	\$24,577	\$21,706	\$24,345
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)				
Other (Indirect Admin)	\$5,150	\$5,347	\$4,700	\$5,292
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$28,851	\$29,924	\$26,406	\$29,637
OPERATING EXPENSE				
Administrative - Direct Charges	\$13,351	\$15,092	\$17,692	\$18,500
General Counsel - Direct Charges	\$330	\$0	\$2,000	\$1,000
Indirect Operating Expenses	\$5,150	\$5,347	\$4,700	\$5,292
Funding Strategy - Expense	\$1,800	\$2,202	\$2,000	\$2,950
General Counsel - Grant Direct Charges	-	-	-	\$250
TOTAL ANNUAL OPERATING EXPENSES	\$20,631	\$22,641	\$26,392	\$27,992
TOTAL ANNUAL NET VARIANCE	\$8,220	\$7,283	\$14	\$1,645
CUMULATIVE ENDING FUND BALANCE	\$89,655	\$96,938	\$96,952	\$98,597
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



**Harbor Toxics Upstream
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2026**

Description	FY 22/23 Actual	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	-\$9,888	\$17,044	\$9,926	\$10,755
REVENUE				
GWMA Administrative Fee	\$4,748	\$5,456	\$5,480	\$5,456
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)				
Other (Indirect Admin)	\$2,641	\$3,037	\$3,050	\$3,037
Other (line item transfer from MOU)	36,706.00		\$7,117	\$7,117
TOTAL ANNUAL REVENUES	\$44,095	\$8,493	\$15,647	\$15,610
OPERATING EXPENSE				
Administrative - Direct Charges	\$10,922	\$12,074	\$11,768	\$12,000
General Counsel - Direct Charges	\$3,600	\$500	\$0	\$1,000
Indirect Operating Expenses	\$2,641	\$3,037	\$3,050	\$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	\$17,163	\$15,611	\$14,818	\$16,037
TOTAL ANNUAL NET VARIANCE	\$26,932	(\$7,118)	\$829	(\$427)
CUMULATIVE ENDING FUND BALANCE	\$17,044	\$9,926	\$10,755	\$10,329
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



Harbor Toxics Downstream
Administrative and Legal Costs Budget
FISCAL YEAR ENDING JUNE 30, 2026

Description	FY 22/23 Actual	FY 23/24 Actuals	FY 24/25 Projected	FY 25/26 Budget
RESERVES FROM PREVIOUS YEAR	\$26,734	\$31,824	\$36,534	\$46,467
REVENUE				
GWMA Administrative Fee	\$16,923	\$15,693	\$22,549	\$26,241
Grants Administrative Fee	-	-	-	-
Other (Data Sharing Individuals)	\$3,690	\$3,075	\$5,954	\$5,954
Other (Indirect Admin)	\$3,827	\$3,827	\$11,853	\$10,962
Other (approved line item transfer from MOU)	-	-	-	-
TOTAL ANNUAL REVENUES	\$24,440	\$22,595	\$40,356	\$43,157
OPERATING EXPENSE				
Administrative - Direct Charges	\$13,024	\$12,793	\$16,020	\$17,500
General Counsel - Direct Charges	\$0	\$1,265	\$600	\$500
Indirect Operating Expenses	\$3,827	\$3,827	\$11,853	\$10,962
Funding Strategy - Expense	2,500	-	\$1,950	\$1,950
TOTAL ANNUAL OPERATING EXPENSES	\$19,351	\$17,885	\$30,423	\$30,912
TOTAL ANNUAL NET VARIANCE	\$5,089	\$4,710	\$9,933	\$12,245
CUMULATIVE ENDING FUND BALANCE	\$31,824	\$36,534	\$46,467	\$58,711
MINIMUM GWMA ADMIN RESERVE BALANCE	\$10,000	\$10,000	\$10,000	\$10,000



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

April 10, 2025

AGENDA ITEM 9 - GWMA Joint Powers Authority Agreement Amendment

SUMMARY:

The original Joint Powers Authority Agreement (“JPA Agreement”) was executed in 2007 and has not been updated since then. After staff, legal counsel and member agencies provided input, staff is now requesting approval of the Amended and Restated Agreement.

BACKGROUND:

Last year, staff and legal counsel working on updating the JPA Agreement to better reflect current and future activities. At its inception, GWMA had 10 members which has grown considerably to its current membership of 28 members as of FY 2025-2026. Additionally, the agency was formed to focus on the state’s newly introduced concept of integrated planning and projects. The original formation and provisions was loosely based on the Southeast Water Coalition’s Joint Powers Authority in which one of the members would function as the Lead Agency. GWMA continues to be heavily involved in the State’s Integrated Regional Watershed Management (“IRWM”) Plans and Programs and is a voting member on the Greater LA IRWM Leadership Committee. Additionally, GWMA’s Executive Officer is the Chair for the Greater LA IRWM Disadvantaged Community Committee.

Later, as the NPDES Stormwater Permit with the L.A. Regional Water Board changed from L.A. County to individual cities, GWMA was asked to assist by supporting the Gateway Region’s Regional Watershed Management Groups’ administrative, fiduciary and contractual needs. Thus began the need to transfer Lead Agency responsibilities to in-house as activities and responsibilities grew due to additional grants, projects and programs.

With this growth, the Board determined that updating the JPA Agreement to better align with GWMA’s current activities, membership, and responsibilities was desirable.

DISCUSSION:

On January 9, 2025, staff gave a presentation to the Board summarizing the proposed changes to the JPA Agreement. After general questions and support from the Board, staff emailed the draft JPA Agreement on January 14th to all members for their review as well as their respective legal counsels. Comments were requested by Friday, March 14, 2025.

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

Staff received several helpful comments that will improve the document. A vast majority of the comments received were editorial, stylistic or clarifying in nature and have been addressed.

The lone substantive comment was provided by the city of La Mirada regarding the super-majority threshold needed to for certain actions under the JPA Agreement, which most frequently occurs when the Board adopts the annual budget.

The original JPA Agreement required a Super-Majority of the Board Membership of 75% of all members to affirmatively adopt the budget. With 28 members as of FY 2025-2026, this would require a minimum of 22 members to be present and to vote yes on the budget. Due to difficulties in achieving a super-majority attendance in recent years, staff and legal counsel proposed a modification to the requirement. Instead of 75% of the entire membership, a super-majority vote under the JPA Agreement would be with 75% of the Board Members present. This approach ensured that the super-majority vote still required a high threshold to pass, while also addressing the practical reality that it can be difficult to achieve a quorum of $\frac{3}{4}$ of the entire membership at any given meeting.

La Mirada expressed that a super majority vote of 75% of the entire membership should be retained because of the importance attached to the adoption of the annual budget and other important actions requiring a super majority vote.

Three options to address the definition of a super majority are:

- 1) Keep the current super-majority (75%) of the entire membership;
- 2) Accept the proposed super-majority (75%) of the Board Members present; or
- 3) Lower the threshold from 75% to 51% or 2/3 of the entire membership.

Clean and redlined versions of the revised JPA Agreement are attached to this Board letter. Following Board direction, further changes can be made to the super majority vote threshold if desired by the Board.

FISCAL IMPACT:

Nominal legal and administrative costs which are included in the approved budget.

RECOMMENDATION:

- a. Approve the Amended and Restated JPA Agreement with selected option regarding the definition of a super majority, contingent upon legal counsel's final approval.
- b. Direct staff to send out the Amended and Restated JPA to all GWMA Members for execution.

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With Technical Support From The Sanitation Districts Of Los Angeles County

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of _____, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

(i) In 2007, the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Exercise of Powers Agreement (“Original Agreement”) and created the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”). Since its creation, additional Members, as listed above in the preamble, have been added to the GWMA pursuant to the provisions of the Original Agreement.

(ii) Each Member is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Agreement in order to exercise powers common to these public agencies.

(iii) This Agreement creates a public entity, separate from its Members, that is capable of carrying out the purposes of this Agreement.

(iv) Each Member is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(v) It remains the intent of the Members in entering into this Agreement to operate as a “regional water management group,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members’ jurisdictional areas (collectively, “Gateway Region”) and (b) perform other regional responsibilities for water development and management, as described herein.

(vi) All of the cities which are Members are permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

(vii) The Members desire to amend and restate the Original Agreement in order to further state their intent to cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality, as described herein.

(viii) The Members acknowledge that the GWMA may contract and cooperate with other regional water management groups and agencies to develop, administer, update, and implement, an Integrated Water Management Plan for the Greater Los Angeles County area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a “regional water management group,” to jointly prepare, contract for the preparation and implementation of, and/or adopt a “regional plan” for the management of water resources, and for implementation and operation of “qualified projects or programs,” and/or the preparation of “qualified reports and studies,” as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. In addition, the purpose of this Agreement is to implement and from time to time revise certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, that have been developed by the Members and to perform such other responsibilities to promote water quality within the Gateway Region. Notwithstanding the citation of specific legal authority for the foregoing, the Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water storage, water treatment, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies and MS4 operators.

3. Establishment. Pursuant to the Joint Exercise of Powers Act, the Original Agreement established a Joint Powers Authority which is a regional water management group and a public entity separate from the parties to this Agreement. The name of the entity is the “Los Angeles Gateway Region Integrated Regional Water Management Authority” and may be referred to as the “Gateway Water Management Authority.” The GWMA shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super majority (i.e., 3/4) of the Members, acting through their legislative bodies, adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the GWMA shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach ceases to be a Member, then the GWMA shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the GWMA is the Governing Board which is comprised of one representative from each Member, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the GWMA and shall act consistent with and in furtherance of the purposes of this Agreement and the GWMA.

(a) Appointment. The legislative body of each of the Member shall appoint one member of the Governing Board and may appoint up to three alternate Board members. If neither the Governing Board member nor the Member's alternate(s) can attend a scheduled meeting, one time per year the chief executive (e.g., city manager) or the assistant chief executive of such Member may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board serves until removed by the applicable Member's legislative body. Board members and alternates may be removed at any time by the appointing Member's legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Actions taken by the Governing Board shall require a majority or super-majority vote as provided below in Section (e).

(e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of three-quarters (3/4) of the Governing Board members present.

(f) Responsibilities. The Governing Board will:

- (1) Determine general policy for GWMA activities.

(2) Act on behalf of all Members in adopting strategies to pursue the purposes of the GWMA and implement such strategies.

(3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the GWMA, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.

(4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the GWMA.

(5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.

(6) Share costs equally among the Members, except as otherwise provided herein.

(7) Approve or deny applications from local public agencies for admission to the GWMA or expel a member from the GWMA.

(8) Adopt by-laws, rules and regulations governing operations of the GWMA.

(9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*).

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one (1) regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the GWMA and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with rules of procedure adopted by the Governing Board (the most current edition of "Roberts Rules of Order" as of the effective date of this Agreement). Except as specifically provided elsewhere in this Agreement, any rule of procedure affecting the order of business may be suspended with the approval of a majority of Board members then voting.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, treasurer and/or such other officers as the Board shall find appropriate. The Governing Board shall also appoint a secretary, who need not be a member of the Governing Board. Each officer shall serve at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the GWMA shall be executed by the Chair or the Executive Officer, and attested to by the Secretary and approved as to form by GWMA's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an Executive Officer, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the GWMA directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Governing Board shall appoint a qualified person to act as the Auditor, who need not be a member of the Governing Board. GWMA shall cause an independent annual audit of the GWMA's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the GWMA shall be the depositor and shall have custody of all money of the GWMA received from whatever source. The Auditor of the GWMA shall draw warrants to pay demands against the GWMA when the demands have been approved by the GWMA by its authorized representative pursuant to any delegation of authority by the GWMA. The Treasurer and Auditor shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act. The Governing Board may transfer the responsibilities of Treasurer and/or Auditor to any person or entity as may then be authorized by law.

(d) Consultants. The GWMA is authorized to enter into contracts and pay consultants pursuant to the GWMA's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including the provision of professional, financial, legal, administrative, technical or other services. A consultant may be designated as an officer, including the Executive Officer, of the GWMA.

(e) Lead Agency. The Governing Board may, but is not required to, select from the Members, a Lead Agency for the GWMA. In such case, the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the GWMA, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the GWMA and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. If a lead agency is selected, by majority vote the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the GWMA.

(f) Property of the GWMA. Pursuant to California Government Code Section 6505.6, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Treasurer, to receive, deposit, invest, and disburse the money of the GWMA pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the GWMA, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to implement the agreed upon provisions of the MS4 Permit on behalf of the Members and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the GWMA shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
- (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) To obtain insurance for the GWMA and contract for risk management services;
- (j) To invest money of the GWMA in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;
- (l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the GWMA; and
- (m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The GWMA shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the GWMA which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote of the Governing Board to approve. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member,

shall make the required contribution, provided that any Member not wishing to make such contribution may, in the alternative, withdraw from the GWMA within said period by adopting a resolution of withdrawal by its legislative body and otherwise complying with Section 15.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the GWMA pursuant to an action taken by the legislative body of such public agency and may become a Member upon a super-majority vote of the Governing Board and execution of this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a payment of any costs incurred by the GWMA to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the GWMA.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the GWMA and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The Auditor shall either prepare or contract with a certified public accountant to prepare an annual audit of the GWMA's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the GWMA, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein or by applicable law, no Member shall be individually responsible for any of the debts, liabilities or obligations of the GWMA, and all such debts, liabilities and obligations shall exclusively be those of the GWMA.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the GWMA and all other Members, and employees, officers and agents of the GWMA, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The GWMA shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation,

operation, functioning, decisions, or actions of the GWMA or the GWMA's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the GWMA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the GWMA, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the GWMA solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of GWMA funds to defend, indemnify and hold the GWMA, members of the Governing Board, and/or any employee or agent of the GWMA, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the GWMA.

(d) Self-Insure. The GWMA may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the GWMA by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than one hundred twenty (120) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the GWMA has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the GWMA, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the GWMA. This Agreement may not be terminated so long as the GWMA has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to that agency's Governing Board member;

To the GWMA at 16401 Paramount Boulevard, Paramount, California 90723. This address shall be the GWMA's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. Except for amendments that change the GWMA's powers, duties, indemnification requirements, or financial responsibilities, this Agreement may be amended by a super-majority vote of the Governing Board. Otherwise, this Agreement may be amended by a majority vote of the Governing Board and by a majority vote of the Members acting by resolution of their legislative bodies.

19. Legal Actions.

(a) Remedies. The GWMA is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the GWMA, service of process on the GWMA shall be made by personal service upon the Executive Officer or Secretary of the GWMA, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the GWMA of any agency of the GWMA, this Agreement shall be

liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the GWMA shall have any financial interest, direct or indirect, in the GWMA nor shall any such person participate in any decision relating to the GWMA which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the GWMA shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 7920.000, *et seq.*) shall be public records. This Section does not authorize the release of any confidential records which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the GWMA shall be that of the office of the Executive Officer or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Executive Officer of the Governing Board is directed to file with the office of the California Secretary of State and State Controller a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Sections 6503.5 and 6503.6 and shall file all other official notices as may be required by law.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

DATE: _____

CITY OF ARTESIA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELL

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELL GARDENS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELLFLOWER

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF CERRITOS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF COMMERCE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF COMPTON

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF CUDAHY

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF DOWNEY

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF HAWAIIAN GARDENS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF HUNTINGTON PARK

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LA MIRADA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LAKEWOOD

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LONG BEACH

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LYNWOOD

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF MAYWOOD

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF MONTEBELLO

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF NORWALK

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF PARAMOUNT

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF PICO RIVERA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SANTA FE SPRINGS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SIGNAL HILL

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SOUTH GATE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF VERNON

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF WHITTIER

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CENTRAL BASIN MUNICIPAL
WATER DISTRICT

ATTEST:

APPROVED AS TO FORM:

City Clerk

District Attorney

DATE: _____

LONG BEACH UTILITIES DEPARTMENT

ATTEST:

APPROVED AS TO FORM:

City Clerk

Attorney

DATE: _____

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

ATTEST:

APPROVED AS TO FORM:

City Clerk

District Attorney

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of _____, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

(i) In 2007, ~~this Agreement was initially entered into by~~ the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Exercise of Powers Agreement (“Original Agreement”) and created the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”). Since ~~then its creation~~, additional Members, as listed above in the preamble, have been added to the GWMA pursuant to Section 12 below the provisions of the Original Agreement.

(ii) Each Member is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(iii) This Agreement creates a public entity, separate from its Members, that is capable of carrying out the purposes of this Agreement.

(iv) Each Member is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(v) It remains the intent of the Members in entering into this Agreement to operate as a “regional water management group²,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members’¹ jurisdictional areas (collectively, “Gateway Region”) and ~~can also~~ (b) perform other regional responsibilities for water development and management, as described herein.

(vi) All of the cities ~~who~~ which are Members are permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

(vii) The Members desire to amend ~~this~~ and restate the Original Agreement in order to further state their intent to cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality, as described herein.

(viii) The Members acknowledge that the ~~Gateway Water Management Authority~~ GWMA may contract and cooperate with other regional water management groups and agencies to develop, administer, update, and implement, an Integrated Water Management Plan for the Greater Los Angeles County area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a “regional water management group”, to jointly prepare, contract for the preparation and implementation of, and/or adopt a “regional plan” for the management of water resources, and for implementation and operation of “qualified projects or programs”, and/or the preparation of “qualified reports and studies”, as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. In addition, the purpose of this Agreement is to implement and from time to time revise certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, that have been developed by the Members and to perform such other responsibilities to promote water quality within the Gateway Region. Notwithstanding the citation of specific legal authority for the foregoing, the Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water storage, water treatment, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies and MS4 operators.

3. Establishment. Pursuant to the Joint Exercise of Powers Act ~~(Government Code Sections 6500, et. seq.), there is hereby,~~ the Original Agreement established a Joint Powers Authority which ~~shall be~~ is a regional water management group and a public entity separate from the parties to this Agreement. The name of ~~such~~ the entity ~~shall be~~ is the “Los Angeles Gateway

Region Integrated Regional Water Management Authority” and may be referred to as the “Gateway Water Management Authority-~~(“GWMA”).~~” The GWMA shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super majority (i.e., 3/4) of the Members, acting through their legislative bodies, ~~have adopted~~adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the GWMA shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach ~~shall cease~~ceases to be a Member, then the GWMA shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory ~~GWMA~~authority over a water supply.

6. Governing Board. The governing body of the GWMA ~~shall be~~is the Governing Board which ~~shall be made up~~is comprised of one representative from each Member ~~public agency~~, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the GWMA and shall act consistent with and in furtherance of the purposes of this Agreement and the GWMA, ~~as specified in Section 2, above.~~

(a) Appointment. The legislative body of each of the Member ~~public agencies~~ shall appoint one member of the Governing Board and may appoint up to three alternate Board ~~member~~members. If neither the Governing Board member nor the Member’s alternate(s) can attend a scheduled meeting, one time per year the chief executive (e.g., city manager) or the assistant chief executive of ~~the~~such Member ~~public agency~~ may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board ~~shall serve~~serves until removed by the ~~appointment~~applicable Member’s legislative body. Board members and alternates may be removed at any time by the appointing Member’s legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members ~~shall~~ receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. ~~Voting~~Actions taken by the Governing Board shall require a majority or super-majority vote as provided below in Section (ge).

(e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of

those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of three-quarters (3/4) of the Governing Board members present.

(f) Responsibilities. ~~It shall be the responsibility of the~~The Governing Board ~~to~~will:

- (1) Determine general policy for GWMA activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the GWMA and implement such strategies, ~~as set forth in Section 2 of this Agreement.~~
- (3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the GWMA, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the GWMA.
- (5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.
- (6) Share costs equally among the Members, except as otherwise provided herein.
- (7) Approve or deny applications from local public agencies for admission to the GWMA or expel a member from the GWMA, ~~which shall require a super-majority vote of the Board and approval by the legislative bodies of the Members pursuant to Sections 12 and 15.~~
- (8) Adopt by-laws, rules and regulations governing operations of the GWMA.
- (9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*).

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one (1) regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings ~~hall~~shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the GWMA and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with rules of procedure adopted by the Governing Board (the most current edition of "Roberts Rules of Order" ~~unless otherwise provided by the Governing~~ as of the effective date of this Agreement). Except as specifically provided elsewhere in this Agreement, any rule of procedure affecting the order of business may be suspended with the approval of a majority of Board members then voting.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, treasurer and/or such other officers as the Board shall find appropriate. The Governing Board shall also appoint a secretary, who need not be a member of the Governing Board. Each officer shall serve at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the GWMA shall be executed by the Chair or the Executive Officer, and attested to by the Secretary and approved as to form by GWMA's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an Executive Officer, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the GWMA directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Governing Board shall appoint a qualified person to act as the Auditor, who need not be a member of the Governing Board. GWMA shall cause an independent annual audit of the GWMA's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the GWMA shall be the depositor and shall have custody of all money of the GWMA received from whatever source. The Auditor of the GWMA shall draw warrants to pay demands against the GWMA when the demands have been approved by the GWMA by its authorized representative pursuant to any delegation of authority by the GWMA. The Treasurer and Auditor shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act. The Governing Board may transfer the responsibilities of Treasurer and/or Auditor to any person or entity as may then be authorized by law.

(d) Consultants. The GWMA is authorized to enter into contracts and pay consultants pursuant to the GWMA's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including the provision of professional, financial, legal, administrative, technical or other services. A consultant may be designated as an officer, including the Executive Officer, of the GWMA.

(e) Lead Agency. The Governing Board may, but is not required to, select from the Members, a Lead Agency for the GWMA. In such case, the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the GWMA, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the GWMA and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. If a lead agency is selected, by majority vote the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the GWMA.

(f) ~~(f)~~ Property of the GWMA. Pursuant to California Government Code Section 6505.6, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Treasurer, to receive, deposit, invest, and disburse the money of the

GWMA pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the GWMA, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to implement the agreed upon provisions of the MS4 Permit on behalf of the Members and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the GWMA shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members ~~pursuant to Section 2 above;~~
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
- (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) ~~(j) Obtain~~ To obtain insurance for the GWMA and contract for risk management services ; ~~Invest~~
- (j) To invest money of the GWMA in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;
- (l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the GWMA; and
- (m) ~~(m) Exercise~~ To exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The GWMA shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the GWMA which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote of the Governing Board to approve. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member, shall make the required contribution, ~~providing~~provided that any Member not wishing to make such contribution may, in the alternative, withdraw from the GWMA within said period by adopting a resolution of withdrawal by its legislative body and otherwise complying with Section 15.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the GWMA pursuant to an action taken by the legislative body of such public agency and may become a Member upon a super-majority vote of the Governing Board and execution of this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a payment of any costs incurred by the GWMA to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the GWMA.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the GWMA and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The Auditor shall either prepare or contract with a certified public accountant to prepare an annual audit of the GWMA's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the GWMA, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein or by applicable law, no Member shall be individually responsible for any of the debts, liabilities or obligations of the GWMA, and all such debts, liabilities and obligations shall exclusively be those of the GWMA.

(a) ~~(a)~~ Indemnification.

(1) Each Member agrees to indemnify, defend and hold the GWMA and all other Members, and employees, officers and agents of the GWMA, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The GWMA shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation, operation, functioning, decisions, or actions of the GWMA or the GWMA's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the GWMA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) ~~(b)~~ Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the GWMA, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the GWMA solely by virtue of Government Code Section 895.2.

(c) ~~(c)~~ Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of GWMA funds to defend, indemnify and hold the GWMA, members of the Governing Board, and/or any employee or agent of the GWMA, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the GWMA.

(d) Self-Insure. The GWMA may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the GWMA by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than one hundred twenty (120) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. “Outstanding contractual obligations” includes the obligations for payments on contracts which the GWMA has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the GWMA, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the GWMA. This Agreement may not be terminated so long as the GWMA has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to ~~the~~ that agency's Governing Board member;

To the GWMA at 16401 Paramount Boulevard, Paramount, California 90723. This address shall be the GWMA's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. Except for amendments that change the GWMA's powers, duties, indemnification requirements, or financial responsibilities, this Agreement may be amended by a super-majority vote of the Governing Board. Otherwise, this Agreement may be amended by a majority vote of the Governing Board and by a majority vote of the Members acting by resolution of their legislative bodies.

19. Legal Actions.

(a) Remedies. The GWMA is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los

Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the GWMA, service of process on the GWMA shall be made by personal service upon the Executive Officer or Secretary of the GWMA, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the GWMA of any agency of the GWMA, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the GWMA shall have any financial interest, direct or indirect, in the GWMA nor shall any such person participate in any decision relating to the GWMA which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the GWMA shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 7920.000, *et seq.*) shall be public records. This Section does not authorize the release of any confidential records which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the GWMA shall be that of the office of the Executive Officer or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. ~~24.~~ Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. ~~25.~~ Filing with Secretary of State. The Executive Officer of the Governing Board is directed to file with the office of the California Secretary of State and State Controller a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Sections 6503.5 and 6503.6 and shall file all other official notices as may be required by law.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

DATE: _____

CITY OF ARTESIA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELL

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELL GARDENS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF BELLFLOWER

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF CERRITOS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF COMMERCE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF COMPTON

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF CUDAHY

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF DOWNEY

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF HAWAIIAN GARDENS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF HUNTINGTON PARK

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LA MIRADA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LAKEWOOD

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LONG BEACH

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF LYNWOOD

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City Clerk

City Attorney

DATE: _____

CITY OF MAYWOOD

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF MONTEBELLO

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF NORWALK

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF PARAMOUNT

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF PICO RIVERA

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SANTA FE SPRINGS

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SIGNAL HILL

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF SOUTH GATE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF VERNON

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CITY OF WHITTIER

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DATE: _____

CENTRAL BASIN MUNICIPAL
WATER DISTRICT

ATTEST:

APPROVED AS TO FORM:

City Clerk

District Attorney

DATE: _____

LONG BEACH UTILITIES DEPARTMENT

ATTEST:

APPROVED AS TO FORM:

City Clerk

Attorney

DATE: _____

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

ATTEST:

APPROVED AS TO FORM:

City Clerk

District Attorney

Document comparison by Workshare 10.0 on Wednesday, April 2, 2025 10:40:47 AM

Input:	
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Document 2 ID	iManage://RWGDM1/RWGIMAN1/3009909/5
Description	#3009909v5<RWGIMAN1> - Amended and Restated GWMA JPA Agreement
Rendering set	Standard

Legend:	
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Deletion	
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Moved deletion	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	95
Deletions	80
Moved from	2
Moved to	2
Style changes	0
Format changes	0
Total changes	179

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Brea, California 92822-1059
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MEMORANDUM

ATTORNEY WORK PRODUCT

TO: Gateway Water Management Authority Board

FROM: Nicholas R. Ghirelli
Arley Titzler

DATE: March 27, 2025

SUBJECT: Summaries of Proposed Legislation—AB-794, SB-454, and HR-1267

I. INTRODUCTION

We have been asked to provide an overview of three currently proposed bills (2 state and 1 federal), representing attempts to address contamination of water supplies with perfluoroalkyl and polyfluoroalkyl substances (“PFAS”), and associated liability for releases of PFAS.

Assembly Bill 794 (“AB-794”) would authorize the State Water Board to issue emergency regulations setting maximum contaminant levels (“MCL”) for primary and secondary drinking water standards and require the State Water Board to adopt an emergency regulation and initiate a primary drinking water standard for PFAS by January 1, 2026.

Senate Bill 454 (“SB-454”) would create the PFAS Mitigation Fund (“Fund”), to be managed by the State Water Board. The Fund’s contents would be used to assist local public entities like water suppliers and wastewater operators in covering the costs of treating PFAS contaminated water to remove the forever chemicals.

House of Representatives Bill 1267 (“HR-1267”) proposes the “Water Systems PFAS Liability Protection Act,” which would exempt certain entities from liability for release of PFAS substances under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”).

At the end of this overview, the full text of each bill, in its current form, is presented. AB-794 is Appendix A, SB-454 is Appendix B, and HR-1267 is Appendix C.

II. AB-794—California Safe Drinking Water Act: Emergency Regulations.

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A. PROCEDURAL STATUS

On February 18, 2025, Assembly Member Jesse Gabriel introduced AB-794.

On March 3, 2025, AB-794 was referred to the Assembly Committee on Environmental Safety & Toxic Materials.

On March 21, 2025, AB-794 became eligible to be heard in Committee.

B. SECTION 116365.03 AS CURRENTLY ENACTED

Section 116365.03 is a provision of the California SDWA (Chapter 4 of Part 12 of Division 104 of the California Health and Safety Code, §§ 116270 to 116755), which governs the State Water Board's authority to issue emergency regulations under the California SDWA. As currently enacted, § 116365.03 generally permits the State Water Board to issue emergency regulations that are "not more stringent" and "not materially different in substance and effect" than regulations issued under the Federal SDWA. However, the Water Board may **not** adopt emergency regulations establishing MCLs for primary and secondary drinking water standards.

The State Water Board has the authority to issue emergency regulations pursuant to California Government Code § 11346.1. An "emergency" is defined as "a situation that calls for immediate action to avoid serious harm to the public peace, health, safety, or general welfare."¹ Under Section 11346.1(a)(2), any agency adopting an emergency regulation must give notice—with exception for situations clearly posing a threat of immediate and serious harm—to any person who has filed a request for notice of regulatory action with the agency at least five working days prior to filing the regulation with the Office of Administrative Law. This notice must include: (A) the specific language to be adopted, and (B) a finding of emergency.

The finding of emergency must include information required by Gov. Code § 11346.5(a)(2)–(6), a description of facts showing the need for immediate action, a demonstration by substantial evidence of the need for the proposed regulation, and identification of any technical, theoretical, or empirical study, report, or similar document the agency is relying on.

Under Section 11346.1(e), emergency regulations may only remain in effect for 180 days, unless the agency complies with the provisions of Gov. Code §§ 11346.2 to 11347.3, inclusive, which provide the necessary procedure to engage stakeholders through public notice, discussion, comment, and hearings. Section 11346.1(h) allows extension of this time period no more than twice, each for a period of 90 days.

Subsection (d) of AB-794 would modify the general requirements for adopting an emergency regulation. The subsection would no longer require the State Water Board to describe facts

¹ Gov. Code § 11342.545.

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showing the need for immediate action. In addition, this subsection would declare that a State Water Board emergency regulation promulgated under the new § 116365.03 is “not subject to review by the Office of Administrative Law and shall remain in effect until revised by the state board or the implementation of a primary drinking water standard.”

C. IMPACT OF ENACTING AB-794

AB-794 proposes to eliminate the prohibition on issuing an emergency regulation containing MCLs. Subsection (a) would allow the State Water Board to issue emergency regulations containing MCLs that are “not more stringent” and “not materially different in substance or effect” than a regulation issued under the Federal SDWA.

Subsection (b) would provide that the State Water Board’s authority to issue an emergency regulation includes the authority to adopt requirements in a federal regulation in effect as of January 19, 2025, regardless of whether that regulation is subsequently repealed or amended to be less stringent. In a press release, Assembly member Gabriel cited as motivation for introducing AB-794, concerns that EPA may weaken or roll back the national drinking water standards for PFAS, set for the first time in 2024.²

Subsection (c) would provide that an emergency regulation *cannot* contain drinking water standards that are less stringent than federal ones. An emergency regulation *may*, however, contain more stringent requirements that are “not materially different in substance and effect” from the requirements of the California SDWA and its implementing regulations.

Subsection (e) would classify emergency regulations as agency actions categorically exempt from environmental review under the California Environmental Quality Act (“CEQA”).³

Subsection (f) would authorize the Office of Environmental Health Hazard Assessment to “initiate proceedings to establish a public health goal” for any contaminant in an emergency regulation without an established public health goal.⁴

Subsection (g) would require the State Water Board, for any contaminant that already has a public health goal,⁵ to “initiate proceedings to establish primary drinking water standards.”⁶ For a contaminant without an established public health goal, the State Water Board would be required to “initiate proceedings to establish a primary drinking water standard as soon as a public health goal is established” under § 116365.03(f).

² <https://a46.asmdc.org/press-releases/20250219-lawmakers-advocates-introduce-legislation-protect-californians-dangerous>

³ See Cal. Code Regs., tit. 14, § 15308.

⁴ See Health & Saf. Code § 116365(c).

⁵ See Health & Saf. Code § 116365(c).

⁶ See Health & Saf. Code § 116365(a).

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Subsection (h) would require the State Water Board, on or before January 1, 2026, to adopt an emergency regulation and “initiate a primary drinking water standard” for PFAS substances (89 Fed. Reg. 32532 (April 26, 2024)),⁷ that is consistent with the California SDWA.

III. SB 454—State Water Resources Control Board: PFAS Mitigation Program

D. PROCEDURAL STATUS

On February 19, 2025, California Senator Jerry McNerney introduced SB-454, which proposes the addition of a Chapter 4.9 (commencing with § 116774.20) to Part 12 of Division 104 of the California Health and Safety Code.

On February 26, 2025, SB-454 was referred to the Senate Committee on Environmental Quality.

On March 11, 2025, SB-454 was scheduled to be heard in committee on April 2, 2025.

On March 24, 2025, SB-454 was amended, read a second time, and re-referred to the Senate Committee on Environmental Quality for further review.

E. CONTENT

SB-454 would add a new chapter—Chapter 4.9. PFAS Mitigation Program (§ 116774.20 to § 116774.28)—to Part 12 of Division 104 of the California Health and Safety Code. The purpose of SB-454 is to help local agencies fund their efforts to clean up PFAS contamination without having to increase costs to ratepayers.⁸

Article 1 would outline the Legislature’s findings, declarations, and intent in enacting Chapter 4.9. Under Section 116774.20(a)(1)–(7), the Legislature would detail the rights of all Californians to safe water and water which does not harm the environment and the State’s intent to uphold or achieve such rights. The Legislature would also detail the ongoing pervasive use of PFAS substances in industrial processes and manufacturing products, as well as the deleterious effects of PFAS contamination, leaving water unsafe and creating cumulative health burdens for California’s communities.

Article 2 would contain the provisions governing creation of the “PFAS Mitigation Fund.” Section 116774.21 would provide all applicable definitions. Notably, PFAS would be defined, for the purposes of Chapter 4.9, as “a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.”

⁷ 89 Fed. Reg. 32532 amended 40 C.F.R. § 141.2 to include definitions for various PFAS substances. 89 Fed. Reg. 32532 is available at: <https://www.govinfo.gov/content/pkg/FR-2024-04-26/pdf/2024-07773.pdf>.

⁸ <https://sd05.senate.ca.gov/news/bay-area-legislator-introduces-bill-help-clean-forever-chemicals-water-supply>

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Section 116774.22(a) would create the PFAS Mitigation Fund (“Fund”) within the State Treasury,⁹ and provide that upon appropriation by the Legislature, the State Water Board would be able to use the Fund to accomplish the objectives of the PFAS Mitigation Program.

Section 116774.22(b) would allow the State Water Board to seek out and accept external funding from nonstate, federal, and private entities, but **would not require contributions from local agencies**. Any acquired external funding would be deposited into a “PFAS Reduction Account” (“Account”) and such funding would be made available continuously, as an appropriation to the State Water Board. However, the bill does not provide for any dedicated funding source into the Fund.

Section 116774.23(a) would allow the State Water Board to expend funding from the Fund “in the form of a grant, loan, or contract.” This section would also allow the State Water Board to use funds appropriated under Chapter 4.9 to assist water suppliers and sewer system providers¹⁰ by covering or reducing their costs incurred in connection with: (1) treating drinking water, including recycled water,¹¹ to meet applicable state advisory levels and federal maximum PFAS contaminant levels; (2) treating wastewater or recycled water, (3) properly disposing of PFAS contamination after treating drinking water, recycled water, or wastewater, and (4) any other costs claimed to be associated with removal of PFAS from drinking water, recycled water, or wastewater.

Section 116774.23(b) would detail a non-exhaustive list of eligible expenditures, including: (1) constructing a new or upgrading an existing treatment facility, (2) monitoring or pilot testing infrastructure for PFAS treatment alternatives, and (3) costs associated with planning, design, and infrastructure for eligible projects.

Section 116774.23(c) would require that the State Water Board allocate no more than 5% of the Fund to administrative costs.

Section 116774.24 would provide that to be eligible for funding, water suppliers and sewer system providers must “include a clear and definite purpose for how the funds will be used to provide benefits to their community related to safe drinking water, recycled water, or treated wastewater.”¹²

⁹ As originally proposed, SB-454 stated that the Fund would be created within the State’s General Fund.

¹⁰ As originally proposed, SB-454 referred to “wastewater operators” instead of “sewer system providers.” As currently proposed, the term “sewer system providers” would have the same meaning as in Water Code § 13288(n).

¹¹ As originally proposed, SB-454 did not include any references to “recycled water.” As currently proposed, the term “recycled water” would have the same meaning as in Water Code § 13050(n).

¹² As originally proposed, SB-454 conditioned funding eligibility on inclusion of “a clear and definite purpose for how the funds will be used to provide a public benefit related to safe drinking water or treated wastewater.”

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Section 116774.25(a) would require the State Water Board to develop and adopt guidelines implementing Chapter 4.9 on or before July 1, 2027.¹³

Section 116774.25(b) would require the State Water Board to address specific subjects in its guidelines, including: (1) “specific funding criteria for each funding source,” (2) “identification of minimum and maximum grant amounts, based on percentage of the total annual moneys available,” and (3) “opportunities for public comment, where the state board shall solicit stakeholder input” through (A) notifying the public when the draft guidelines are published online and (B) holding at least two public workshops before issuing final guidelines.

Article 3 would detail the interplay between Chapter 4.9, existing laws, and state obligations.

Section 116774.27 would provide that Chapter 4.9 does not function to expand any existing state obligations to provide resources for or require expenditure of additional resources beyond what goes into the Fund.

Section 116774.28 would assert that any public agency’s participation in a funded activity or contribution to the Fund “serves a public purpose and does not constitute a gift of public funds.”¹⁴

IV. HR-1267—Water Systems PFAS Liability Protection Act

A. PROCEDURAL STATUS

On February 12, 2025, Representative Marie Gluesenkamp Perez [D-WA-03] introduced HR-1267, with bipartisan support from Rep. Celeste Maloy [R-UT-02].¹⁵ HR-1267 proposes the “Water Systems PFAS Liability Protection Act,” which would exempt certain public and private water entities from liability for releases of PFAS under CERCLA.

Also on February 12, 2025, HR-1267 was referred to the House Committee on Energy and Commerce and the House Committee on Transportation and Infrastructure, in each case for consideration of the particular provisions of HR-1267 falling under that committee’s jurisdiction.

B. CONTENT

¹³ As originally proposed, SB-454 made the it permissive, not mandatory, for the State Water Board to adopt guidelines for implementing the provisions of Chapter 4.9.

¹⁴ See Cal. Const., art. XVI, § 6.

¹⁵ <https://gluesenkamppez.house.gov/posts/gluesenkamp-perez-maloy-introduce-bipartisan-legislation-to-shield-southwest-washington-ratepayers-from-pfas-cleanup-costs>

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HR-1267 would enact the “Water Systems PFAS Liability Protection Act,” a law meant to exempt certain water and wastewater treatment facilities from liability under CERCLA in connection with releases of PFAS.

Subsection 2(a)(1) would define a covered PFAS substance as a “non-polymeric perfluoroalkyl or polyfluoroalkyl substance that contains at least 2 sequential fully fluorinated carbon atoms, excluding gases and volatile liquids, that is a hazardous substance,” as defined by Section 101 of CERCLA.¹⁶

Subsection (2)(a)(3) would define “protected entities” as: (A) public water systems,¹⁷ (B) publicly and privately owned or operated treatment works,¹⁸ (C) municipalities with a stormwater discharge permit,¹⁹ (D) State political subdivisions and special districts acting as wholesale water agencies; and (E) contractors performing activities described in Subsection (c) for any of the entities in (A)–(D).

Subsection (2)(b), the exempting provision, would prohibit recovery by any entity—including the federal, any state, or any tribal government—under CERCLA for costs incurred resulting from a protected entity’s releases of PFAS substances.

Subsection (2)(c) would provide that a protected entity will only be exempt from CERCLA liability if it “transports, treats, disposes of, or arranges for transport, treatment, or disposal of” covered PFAS substances (1) “in a manner consistent with all applicable laws at the time the activity is carried out,” and (2) “during and following the conveyance or treatment of water under Federal or State law,” which includes: (A) “management or disposal of biosolids consistent with” Section 405 of the CWA,²⁰ (B) “discharge of effluent in accordance with” an NPDES permit issued under Section 402 of the CWA,²¹ (C) “release or disposal of water treatment residuals or any other byproduct of drinking water or wastewater treatment activities, such as granulated activated carbon, filter media, and processed waste streams,” or (D) “conveyance or storage of water for the purpose of conserving or reclaiming the water for water supply.”

Section (2)(d) would provide that liability under CERCLA for release of PFAS is still available where a protected entity acts with “gross negligence or willful misconduct in the discharge, disposal, management, conveyance, or storage” of PFAS substances.

¹⁶ Section 101 of CERCLA defines the term “hazardous substance.” 42 U.S.C. § 9601(14).

¹⁷ Section 1401 of the Federal SDWA defines the term “public water system.” 42 U.S.C. § 300f(4).

¹⁸ Section 212 of the Clean Water Act defines the term “treatment works.” 33 U.S.C. § 1292(2)(A)–(B).

¹⁹ Section 402 of the Clean Water Act governs NPDES permits issued for stormwater discharges. 33 U.S.C. § 1342(p).

²⁰ 33 U.S.C. § 1345.

²¹ 33 U.S.C. § 1342.

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HR-1267 was proposed in response to an EPA regulation adopted in 2024, which defined PFAS substances as hazardous substances for the purposes of liability under CERCLA.²² While the EPA declared it would use discretion in enforcing the rule, to primarily target those responsible for PFAS pollution, Rep. Gluesenkamp Perez and other supporters of HR-1267 have stated they do not think this is sufficient action to protect drinking water, wastewater, and stormwater utilities who merely receive PFAS contaminated water.²³ HR-1267 would provide a permanent solution in shielding these entities from CERCLA liability.

²² 89 Fed. Reg. 39124. Available at: <https://www.govinfo.gov/content/pkg/FR-2024-05-08/pdf/2024-08547.pdf>.

²³ <https://gluesenkamperez.house.gov/posts/gluesenkamp-perez-maloy-introduce-bipartisan-legislation-to-shield-southwest-washington-ratepayers-from-pfas-cleanup-costs>

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V. APPENDIX A

Below is the current text of § 116365.03, annotated with the changes proposed by AB-794 (as of March 27, 2025). Proposed text additions are displayed in blue italics; proposed deletions are displayed in red-strikeout.

116365.03.

- (a) The state board may adopt as an emergency regulation, a regulation, ~~except a regulation that establishes maximum contaminant levels for primary and secondary drinking water standards,~~ that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated pursuant to the federal Safe Drinking Water Act (42 U.S.C. Sec. 300f et seq.).
- (b) *The authority of the state board to adopt an emergency regulation under this section includes the authority to adopt requirements of a federal regulation promulgated pursuant to the federal Safe Drinking Water Act that is in effect when the state board adopts the emergency regulation and authority to adopt requirements of a federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent.*
- (c) *An emergency regulation adopted pursuant to this section shall not implement less stringent drinking water standards than the requirements of a federal regulation that was in effect on January 19, 2025, and may include requirements that are more stringent than the requirements of the federal regulation to the extent those more stringent requirements are not materially different in substance and effect from the requirements of this chapter or regulations implementing this chapter.*
- (d) The adoption of a regulation pursuant to this section is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare *for purposes of Sections 11346.1 and 11349.6 of the Government Code.* Notwithstanding Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, an emergency regulation adopted by the state board pursuant to this section *is hereby exempted from the requirement that it describe facts showing the need for immediate action and* is not subject to review by the Office of Administrative Law and shall remain in effect until revised by the state board *or the implementation of a primary drinking water standard.*
- (e) *The adoption of an emergency regulation pursuant to this section is a Class 8 action, within the meaning of Section 15308 of Title 14 of the California Code of Regulations.*

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- (f) Upon the adoption of an emergency regulation pursuant to subdivision (b), the Office of Environmental Health Hazard Assessment shall initiate proceedings to establish a public health goal pursuant to subdivision (c) of Section 116365 for any contaminant included in the emergency regulation that does not have a public health goal.*

- (g) Upon the adoption of an emergency regulation pursuant to subdivision (b), the state board shall initiate proceedings to establish primary drinking water standards pursuant to subdivision (a) of Section 116365 for all the contaminants included in the emergency regulation that have a public health goal pursuant to subdivision (c) of Section 116365. If a contaminant included in the emergency regulation does not have a public health goal, then the state board shall initiate proceedings to establish a primary drinking water standard as soon as a public health goal is established for the contaminant under paragraph (f).*

- (h) On or before January 1, 2026, the state board shall adopt an emergency regulation and shall initiate a primary drinking water standard for the perfluoroalkyl and polyfluoroalkyl substances covered by page 32532 in Number 82 of Volume 89 of the Federal Register in a manner that is consistent with this chapter.*

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VI. APPENDIX B

Below is the text of SB-454 as currently proposed (as of March 27, 2025), adding Chapter 4.9, "PFAS Mitigation Program," (commencing with Section 116774.20) to Part 12 of Division 104 of the Health and Safety Code.

Article 1. Findings and Declarations

116774.20.

(a) The Legislature finds and declares all of the following:

- (1) Every Californian should enjoy the same degree of protection from environmental and health hazards. No single group of people should bear a disproportionate share of the negative environmental consequences and adverse health impacts arising from industrial, governmental, or commercial operations or policies.
- (2) State law also declares that it is the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.
- (3) Perfluoroalkyl and polyfluoroalkyl substances (PFAS) continues to be used in a broad range of industrial processes and in manufacturing products because of their water and stain resistant, nonstick, surfactant, and other properties, including for making packaging, plastic food ware, cleaning products, ski waxes, menstrual products, metal products, propellants, coatings and paints, and much more, despite the growing body of evidence that these chemicals may leach into food, water supplies, and even the human body through exposures.
- (4) Concentrated PFAS contamination in the environment creates cumulative health burdens resulting in communities with greater health risks, such as cancer, reproductive health and fertility effects, and immune system disorders.
- (5) PFAS makes its way into community water supplies and wastewater. Water suppliers and wastewater treatment operators are not responsible for the introduction of PFAS into the environment, yet these local agencies are responsible for treating our water and wastewater.
- (6) Enhancing the long-term sustainability of drinking water systems and wastewater systems for all communities increases our communities' resilience and environmental safety.

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- (7) Funding for the infrastructure to treat PFAS in water supplies, including recycled water, and wastewater systems under this chapter promotes investments for communities, including disadvantaged communities, and important contributions to those communities in adapting to a cleaner climate and environment.
- (b) It is the intent of the Legislature that true environmental justice be brought to our state by addressing PFAS contamination, including the continuing disproportionate environmental burdens in the state and on passive receivers by creating a fund to provide for the treatment of PFAS in water, wastewater, and recycled water.
- (c) It is the intent of the Legislature that the state board, in managing the fund, strive to ensure all regions of the state receive an equitable level of consideration for funding pursuant to this chapter, to the extent practicable.

Article 2. PFAS Mitigation Fund

116774.21. For the purposes of this chapter, the follow definitions apply:

- (a) “Account” means the PFAS Reduction Account established pursuant to Section 116774.22.
- (b) “Fund” means the PFAS Mitigation Fund established pursuant to Section 116774.22.
- (c) “Perfluoroalkyl and polyfluoroalkyl substances” or “PFAS” means a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.
- (d) “Recycled water” has the same meaning as defined in subdivision (n) of Section 13050 of the Water Code.
- (e) “Sewer service provider” has the same meaning as defined in subdivision (n) Section 13288 of the Water Code.
- (f) “State board” means the State Water Resources Control Board.
- (g) “Water supplier” means a local public agency or private company supplying or storing water, or a mutual water company.

116774.22.

- (a) The PFAS Mitigation Fund is hereby created in the State Treasury. Upon appropriation by the Legislature, moneys deposited into the fund shall be available for the state board to expend consistent with the purposes of this chapter.

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- (b) The state board may seek out and accept nonstate, federal, and private funds for purposes of this chapter, and those funds shall be deposited into the PFAS Reduction Account, which is hereby created within the PFAS Mitigation Fund. Notwithstanding Section 13340 of the Government Code, moneys in the account shall be continuously appropriated without regard to fiscal years to the state board for purposes of this chapter.

116774.23.

- (a) The state board may expend moneys from the fund and account in the form of a grant, loan, or contract, or to provide technical assistance services to water suppliers and sewer system providers for one or more of the following purposes:
 - (1) Cover or reduce the costs for water suppliers associated with treating drinking water, including recycled water, to meet the applicable state advisory levels and applicable state and federal maximum PFAS contaminant levels.
 - (2) Cover or reduce the costs for sewer system providers associated with treating wastewater or recycled water to reduce or remove PFAS.
 - (3) Cover or reduce the costs for water suppliers or sewer system providers associated with proper disposal of PFAS contamination after treating drinking water supplies, recycled water, or wastewater.
 - (4) Any other costs an applicant claims are associated with the removal of PFAS in drinking water, recycled water, and wastewater.
- (b) Eligible expenditures made pursuant to subdivision (a) shall include, but not be limited to, all of the following:
 - (1) Construction of a new treatment facility or to upgrade an existing treatment facility that addresses PFAS contamination.
 - (2) Infrastructure related to monitoring or pilot testing for PFAS treatment alternatives.
 - (3) The costs associated with planning, design, and infrastructure for eligible projects.
- (c) The state board may expend no more than 5 percent of the total moneys available in the fund for the purposes of administering the fund.

116774.24. In order to be eligible for funds pursuant to this chapter, a water supplier or sewer system provider shall include a clear and definite purpose for how the funds will be used to

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provide benefits to their community related to safe drinking water, recycled water, or treated wastewater.

116774.25.

- (a) On or before July 1, 2027, the state board shall adopt guidelines to implement this chapter.
- (b) The development of the guidelines shall include, but not be limited to, all of the following:
 - (1) Specific funding criteria from each funding source.
 - (2) Identification of minimum and maximum grant amounts, based on percentage of the total annual moneys available.
 - (3) Opportunities for public comment, where the state board shall solicit stakeholder input by doing both of the following:
 - (A) Notify the public when draft guidelines are posted on the state board's internet website.
 - (B) Conduct two public workshops on the draft guidelines to receive and consider public comment prior to finalizing the guidelines.

Article 3. General Provisions

116774.26. Actions taken to implement, interpret, or make specific this chapter are not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

116774.27. This chapter does not expand any obligation of the state to provide resources for the provisions of this chapter or to require the expenditure of additional resources beyond the amount of moneys deposited in the fund.

116774.28. The Legislature finds and declares that participation in an activity authorized for funding from the fund or a contribution to the fund by a federal, state, or local agency serves a public purpose and does not constitute a gift of public funds within the meaning of Section 6 of Article XVI of the California Constitution.

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VII. APPENDIX C

Below is the text proposed by HR-1267 (as of March 27, 2025).

SECTION 1. Short title.

This Act may be cited as the “Water Systems PFAS Liability Protection Act”.

SECTION. 2. Exemption of water and wastewater treatment facilities from CERCLA liability for releases of PFAS.

(a) Definitions.—In this section:

- (1) COVERED PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCE.—The term “covered perfluoroalkyl or polyfluoroalkyl substance” means a non-polymeric perfluoroalkyl or polyfluoroalkyl substance that contains at least 2 sequential fully fluorinated carbon atoms, excluding gases and volatile liquids, that is a hazardous substance (as defined in section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601)).
- (2) INDIAN TRIBE.—The term “Indian Tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304).
- (3) PROTECTED ENTITY.—The term “protected entity” means—
 - (A) a public water system (as defined in section 1401 of the Safe Drinking Water Act (42 U.S.C. 300f));
 - (B) a publicly or privately owned or operated treatment works (as defined in section 212 of the Federal Water Pollution Control Act (33 U.S.C. 1292));
 - (C) a municipality to which a permit under section 402 of the Federal Water Pollution Control Act (33 U.S.C. 1342) is issued for stormwater discharges;
 - (D) a political subdivision of a State or a special district of a State acting as a wholesale water agency; and
 - (E) a contractor performing the management or disposal activities described in subsection (c) for an entity described in any of subparagraphs (A) through (D).

(b) Exemption.—Subject to subsection (c), no person (including the United States, any State, or an Indian Tribe) may recover costs or damages from a protected entity under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42

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U.S.C. 9601 et seq.) for costs arising from a release to the environment of a covered perfluoroalkyl or polyfluoroalkyl substance.

(c) Requirements.—Subsection (b) shall only apply if a protected entity transports, treats, disposes of, or arranges for the transport, treatment, or disposal of a covered perfluoroalkyl or polyfluoroalkyl substance—

(1) in a manner consistent with all applicable laws at the time the activity is carried out; and

(2) during and following the conveyance or treatment of water under Federal or State law, including through—

(A) the management or disposal of biosolids consistent with section 405 of the Federal Water Pollution Control Act (33 U.S.C. 1345);

(B) the discharge of effluent in accordance with a permit issued under section 402 of the Federal Water Pollution Control Act (33 U.S.C. 1342);

(C) the release or disposal of water treatment residuals or any other byproduct of drinking water or wastewater treatment activities, such as granulated activated carbon, filter media, and processed waste streams; or

(D) the conveyance or storage of water for the purpose of conserving or reclaiming the water for water supply.

(d) Savings provision.—Nothing in this section precludes liability for damages or costs associated with the release of a covered perfluoroalkyl or polyfluoroalkyl substance by a protected entity if that protected entity acted with gross negligence or willful misconduct in the discharge, disposal, management, conveyance, or storage of the covered perfluoroalkyl or polyfluoroalkyl substance.



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

April 10, 2025

AGENDA ITEM 11 – On-Call Consultants for GWMA Regional Grant Writing Projects

SUMMARY:

As a result of a survey conducted for Project Grant Priorities for FY 2024-2025, the Board identified two priority project categories: stormwater capture and groundwater treatment. A Request for Proposals solicitation process was conducted using GWMA's pre-approved on-call consultants.

Approval is now being requested from the Board to accept the ad-hoc committee's recommendations for selection of proposals.

BACKGROUND:

Last year, a survey was conducted to identify FY 2024-2025 Project Grant Priorities. At the October 2024 board meeting, the Board unanimously selected two priority project types. The top two project categories identified were stormwater capture and groundwater treatment.

Request for Proposals were issued to pre-approved GWMA On-Call Consultants for Regional Planning Grant and/or Opportunities (including development of associated documents, and Grant Writing and/or Grant Implementation Management. The deadline to submit proposals was February 21, 2025. GWMA received four proposals for stormwater capture, and three proposals for groundwater treatment.

DISCUSSION:

On January 6, 2025, staff sent a Request for Proposals (attached) to the approved On-Call Consultants for coordination and development of a regional project for Stormwater Capture and for Groundwater Contamination Treatment and to prepare and submit a regional grant application, including follow-up with granting agency throughout the application and agreement process. The deadline for submission of proposals was February 21, 2025. Consultants were not required to submit proposals for both project types. The Request for Proposal for each category was requested proposals to provide the services on a time and material basis with a not-to-exceed amount.

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GWMA received proposals from the following consultants. In summary, Geosyntec and Harris & Associates submitted proposals for all four regional project categories. CWE submitted for two regional project categories while John Hunter & Associates proposed on one regional project category.

Firm	Storm Water Capture	Groundwater Contamination Treatment
Craftwater Engineering	X	
CWE	X	X
Geosyntec Consultants	X	X
SA Associates	X	X

Staff sent the proposals to an ad-hoc committee, consisting of Directors Melendez, Smith and Wall, to review and rank each proposal. GWMA staff collected the scores received for each proposal, and calculated the average scores, as shown on the attached evaluation summary sheet.

Per Board policy (see excerpt below), the Executive Officer in consultation with staff members, reviewed and evaluated each proposal carefully to determine best fit per category based on a clear understanding of the work being requested, knowledge, experience and a clear description of how to best approach the work. After staff's initial selection under each category, the Executive Officer successfully negotiated costs.

Consulting Services between \$10k and \$75k

- a. *Based on a general scope of services, staff will request proposals from all consultants listed under the appropriate category(ies) on the approved On-Call Consultant List.*
- b. *The Executive Officer will evaluate, rank, and select the top ranked consultant upon negotiation until an agreement is met on the final fees. The Executive Officer will request authorization from the GWMA Board for award of contract to selected consultant. The request must include a brief description of the scope of work, background information regarding the amount being requested and the number of proposals sought and received. Upon approval, the Executive Officer will issue a Notice to Proceed (NTP) using the existing Professional Service Agreement (PSA) on file. If no agreement is on file, staff will utilize the pre-approved general PSA template and attach the proposal as an exhibit prior to execution.*

Based on the process described herein, the Geosyntec Consultants is being recommended for approval by the GWMA Board for both project categories totaling \$100,000.00. The amounts shown are not-to-exceed and are based on time and material.

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FISCAL IMPACT:

The FY 2024-2025 administrative budget included a budget line item of \$100,000 for regional grant projects consultant services.

RECOMMENDATION:

- a. Approve the following consultant(s) and proposals to provide regional project development and grant writing services:
 1. Stormwater Capture/Reuse: Geosyntec Consultants – Not to Exceed \$50k
 2. Groundwater Contamination Treatment: Geosyntec Consultants Not to Exceed \$50k
- b. Authorize the Executive Officer to issue a Notice to Proceed to each approved consultant using the On-Call Consultant Professional Services Agreements on file.

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