

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

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

FOR ADMINISTRATION AND COST SHARING FOR THE PREPARATION AND
IMPLEMENTATION OF A COORDINATED COMPLIANCE MONITORING AND
REPORTING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL
BOARD, LOS ANGELES REGION FOR THE DOMINGUEZ CHANNEL AND LOS
ANGELES AND LONG BEACH HARBORS WATERS TOXIC POLLUTANTS TOTAL
MAXIMUM DAILY LOADS

This Memorandum of Understanding ("MOU") is made and entered into as of May 1, 2014, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA"), the County of Los Angeles, the Los Angeles County Flood Control District ("LACFCD"), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners ("Port of Long Beach").

RECITALS

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

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

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

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

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

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by preparation and implementation of a Coordinated Compliance Monitoring and Reporting Plan ("CCMRP") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, POLA and the Port of Long Beach, on behalf of the Permittees, have retained a consultant, Anchor QEA, L.L.C. ("Consultant"), and have prepared and submitted the CCMRP to the Los Angeles Regional Water Quality Control Board ("Regional Board"); and

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA can provide; and

WHEREAS, the Permittees have collaborated to assist the GWMA in the implementation of the CCMRP; and

WHEREAS, the Permittees have determined that the costs of preparing and implementing the CCMRP and other related costs incurred by the GWMA in administering this MOU should be shared by the Permittees; and

WHEREAS, POLA and the Port of Long Beach have already paid the Consultant to prepare the CCMRP and the Permittees desire to reimburse POLA and the Port of Long Beach for the Permittees' share of the costs to prepare the CCMRP; and

WHEREAS, each Permittee shall pay its share of the costs of preparing and implementing the CCMRP, and any administrative costs related thereto ("Respective Costs") based on the Cost Sharing Tables contained in **Exhibit "A"**; and

WHEREAS, on behalf of the Permittees, the GWMA shall administer and enter into a contract for monitoring and implementing the CCMRP with the Consultant; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the ("Parties"); and

WHEREAS, the State of California, through its Department of Transportation ("Caltrans") is considering participating in the cost-sharing for the preparation and implementation of the CCMRP; and

WHEREAS, because it is unknown to the Parties and Caltrans when Caltrans will obtain approval to fund Caltrans's portion of the cost-sharing of the preparation and implementation of the CCMRP, the Parties authorize the GWMA to enter into a separate agreement with Caltrans for CCMRP cost sharing purposes only; and

WHEREAS, individual NPDES permit holders that are not Permittees may wish to participate in the CCMRP for individual permit compliance; and

WHEREAS, the Parties contemplate allowing other individual NPDES permit holders to participate in the CCMRP without being a party to this MOU, in order to minimize the costs of preparing and implementing the CCMRP to each of the Permittees; and

WHEREAS, the Parties authorize the GWMA to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CCMRP cost sharing purposes only; and

WHEREAS, if Caltrans or other individual NPDES permit holders participate in the cost sharing relating to the CCMRP, the Parties contemplate that the Cost Sharing Table in **Exhibit "A"** will be modified as appropriate and each Permittee's proportional payment obligation reduced accordingly to reflect Caltrans's and/or other individual NPDES permit holders' payments; and

WHEREAS, the Permittees have elected to implement the CCMRP to address the Harbor Toxic Pollutants TMDL requirements; and

WHEREAS, the Permittees have approved the Consultant's Scope of Work set forth in **Exhibit "B"**; and

WHEREAS, the Consultant shall conduct monitoring to implement the CCMRP and any other plans, as set forth in the Scope of Work in **Exhibit "B"**, or any amendments thereto that the Permittees have approved in advance; and

WHEREAS, the Parties have determined that authorizing the GWMA to retain the Consultant to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the role of the GWMA is to: (a) invoice and collect funds from each of the Permittees to cover the costs of preparing and implementing the CCMRP and paying the Consultant; (b) facilitate the reimbursement of the Permittees' share of the costs to prepare the CCMRP to POLA and the Port of Long Beach; (c) administer the Consultant's contract for implementation of the CCMRP; and (d) at the request of the Permittees, negotiate, enter into agreements with, and collect funds from Caltrans and individual NPDES permit holders for cost-sharing in the preparation and implementation of the CCMRP.

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

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

Section 2. Purpose. The purpose of this MOU is to reimburse the Port of Long Beach and POLA for their proportional share of the costs of preparing the CCMRP based on the Cost Sharing Tables in **Exhibit "A"**, to cost share in the implementation of the CCMRP, and to compensate the GWMA for costs associated with its role and duties under this MOU.

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

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

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect for five (5) years following the execution of this MOU, unless terminated earlier pursuant to this MOU.

Section 7. Permittee Representative.

(a) Each Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to attend meetings of the Permittees. Each Permittee shall have one vote on decisions to be made by the Permittees. Except as noted below, all decisions to be made by Permittees shall require a majority vote.

(b) The Permittees shall appoint a Chair ("Chair"), who shall have the authority to speak on behalf of the Permittees to the GWMA on decisions to be made by the Permittees. The Permittees may also appoint a Vice-Chair ("Vice-Chair"), who shall have the authority to speak on behalf of the Permittees in the event the Chair is unavailable. The Permittees shall inform the GWMA of the names of the Chair and Vice-Chair in writing. The GWMA may rely on written directions from the Chair, or the Vice-Chair, if the Chair is unavailable. In the event of conflicting directions from the Chair and the Vice-Chair, the GWMA shall rely on the Chair's direction.

(c) The Chair shall be the means of communication between the Permittees and the GWMA on the approval of: (i) the Consultant's scope of work and any amendments thereto; (ii) the payment of the Consultant's invoices; (iii) the payment of any other costs as the Permittees deem necessary; (iv) budget increases; or (v) the participation of Caltrans or individual NPDES permit holders in the cost-sharing relating to the CCMRP.

Section 8. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from each of the Permittees to cover the costs of preparing and implementing the CCMRP and paying the Consultant, according to the Cost Sharing Tables in **Exhibit "A"**;

(b) The GWMA shall facilitate the reimbursement of the Permittees' share of the costs to prepare the CCMRP to POLA and the Port of Long Beach; and

(c) The GWMA shall administer the Consultant's contract for implementation of the CCMRP by contracting with and paying the Consultant as approved by the Permittees; and

(d) At the request of the Permittees, the GWMA is authorized and shall negotiate, enter into agreements with, and collect funds from Caltrans and individual NPDES permit holders that are not Permittees for cost-sharing in the preparation and implementation of the CCMRP.

Section 9. Financial Terms.

(a) Each Permittee shall pay its proportional share of costs ("Respective Costs") based on the Cost Sharing Table contained in **Exhibit "A"**; for Consultant and any other related costs which the Chair informs the GWMA in writing that the Permittees have approved, provided, however, that the LACFCD's total costs shall not exceed ten percent (10%) of the sum total of all Respective Costs without the LACFCD's written agreement. In the event the Permittees approve an increase in the budget that would cause the LACFCD's Respective Costs to exceed ten percent (10%) of the total Respective Costs, the GWMA shall terminate this MOU if the LACFCD does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs unless the Permittees, through their Chair, inform the GWMA within that time that the other Permittees agree to absorb the LACFCD's additional Respective Costs.

(b) In addition to the Respective Costs, each Permittee shall also pay its proportional share of the GWMA's staff time for hiring the Consultant and invoicing the Permittees, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this MOU ("MOU Costs"). The GWMA shall add three percent (3%) to each invoice submitted to each Permittee to cover each Permittee's share of the MOU Costs.

(c) The GWMA shall submit the first invoice for the 2013-2014 fiscal year to each Permittee reflecting each Permittee's estimated Respective Costs and MOU Costs, as provided in **Table 2 of Exhibit "A"** no later than June 30, 2014. For each successive year commencing with the 2014-2015 fiscal year, the GWMA shall submit invoices to the Permittees per the Cost Share Table in **Table 2 of Exhibit "A"** no later than April 15th annually. The GWMA shall not make any payment to the Consultant without the approval of the Permittees as expressed in writing by the Chair.

(d) The GWMA shall not be required to incur obligations for any fiscal year in excess of the costs reflected in **Exhibit "A"** or in excess of any budget approved by the GWMA and the Permittees unless the Permittees authorize the GWMA to expend the additional funds. The GWMA may suspend the work of the Consultant as necessary to avoid incurring additional financial obligation

(e) Upon receiving an invoice from the GWMA, each Permittee shall pay their invoices to the GWMA within sixty (60) days of the invoice's date.

(f) The costs for the 2013-2014 fiscal year shall be as provided in **Table 2 of Exhibit "A."** For each successive year commencing with the 2014-2015 fiscal year, any increase above the recommended costs listed in **Table 2 of Exhibit "A"** will require an amendment to this MOU. The GWMA shall not expend funds nor incur obligations in excess of the projected costs without prior notification to and approval by the Permittees.

(g) A Permittee will be delinquent if its invoiced payment is not received by the GWMA within sixty (60) days after the invoice's date. The GWMA will follow the procedure listed below, or such other procedure that the Permittees direct to effectuate payment: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 13 of the MOU. If payment is not received within ninety (90) days of the invoice date, the GWMA may terminate this MOU unless the City Managers/Administrators/Chief Executive Officers for those non-delinquent Permittees inform the GWMA in writing that they agree to adjust their Respective Cost allocations in accordance with the Cost Sharing Tables in **Exhibit "A"** to account for the delinquent Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Permittees with sixty (60) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Permittee's participation in this MOU will be terminated and the Cost Sharing Tables in **Exhibit "A"** or such other formula to which the Permittees shall direct will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

(h) The GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA whenever any Permittee has not paid its invoice within ninety (90) days of the invoice date unless the City Managers/Administrators/Chief Executive Officers of those non-delinquent Permittees inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

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

(j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then-remaining non-delinquent Permittees and in accordance with the Cost Sharing Table in **Exhibit "A"**.

Section 10. Independent Contractor.

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

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

Section 11. Indemnification and Insurance.

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

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

(c) The GWMA shall defend, indemnify and hold harmless the Permittees, their officers, employees, and other representatives and agents of the Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the

Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

(d) Consultant's Insurance. The GWMA shall require the Consultant to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

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

Section 12. Termination.

(a) A Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Parties prior written notice thereof. The withdrawing Permittee shall be responsible for its Respective Costs and MOU Costs through the end of the current fiscal year during which said Permittee withdraws. Moreover, unless the withdrawing Permittee provides written notice of withdrawal to the other Parties by the March 1st immediately prior to the new fiscal year, the withdrawing Permittee shall also be responsible for its Respective Costs and MOU Costs through the end of the new fiscal year (e.g., If a permittee withdraws on March 2, 2015, said permittee is responsible for its share of costs for both FY 2015-2016 and FY 2014-2015. If the same permittee withdraws on February 25, 2015, said permittee is responsible for costs only for FY 2014-2015, not for FY 2015-2016). Such Respective Costs and MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the end of the new fiscal year. Should any Permittee withdraw from the MOU, the remaining Permittees' Respective Cost allocation shall be adjusted in accordance with

the Cost Sharing Table in **Table 2 of Exhibit "A"**. A withdrawing Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Policy Board, terminate this MOU upon not less than thirty (30) days written notice to the Parties. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Permittees in accordance with the Cost Sharing Table set forth in **Table 2 of Exhibit "A"**.

Section 13. Miscellaneous.

(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually twelve thousand three hundred dollars (\$12,300) ("Annual Payment Amount") for participant status.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA and shall send a letter of acceptance to the NPDES permit holder stating the date by which its first Annual Payment Amount must be made. Failure to pay the Annual Payment Amount by the date set forth in the letter of acceptance shall result in termination of the NPDES permit holder's participant status.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount.

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

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittees:

Mr. Jeffrey L. Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Ms. Lisa A. Rapp,
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. A.J. Moro
Acting Executive Director
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802

Mr. Chris Cannon
Director of Environmental Management
Port of Los Angeles on behalf of the City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90713

Mr. Christopher S. Cash
Director of Public Works
City of Paramount
16400 Paramount Blvd.
Paramount, CA 90723

Ms.Carolynn Petru
Acting City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Mr. Raymond R. Cruz
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

Mr. Greg Grammer
Assistant City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Mr. Kenneth C. Farfsing
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Ms. Gail Farber
Director of Public Works
County of Los Angeles Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works Watershed
Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, CA 91803-1331

(c) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Permittees. Any Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Permittees annual financial statements and audits, after review and approval by the Permittees.

(d) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

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

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

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

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

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

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

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

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

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Christopher S. Cash
GWMA Chair

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

DATE: _____

CITY OF BELLFLOWER

Jeffrey L. Stewart, City Manager
City Manager

ATTEST:

APPROVED AS TO FORM:

Debra Bauchop
City Clerk

Joseph W. Pannone
City Attorney

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

DATE: _____

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

_____, 2014

A.J. Moro
Acting Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Charles Parkin, City Attorney

_____, 2014

Barbara McTigue
Deputy City Attorney

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

DATE: _____

CITY OF LAKEWOOD

Todd Rogers
Mayor

ATTEST:

APPROVED AS TO FORM:

Denise Hayward
City Clerk

Steve Skolnick
City Attorney

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

DATE: _____ CITY OF LONG BEACH

Patrick H. West
City Manager

ATTEST:

Larry Herrera
City Clerk

The foregoing document is hereby approved as to form.

Charles Parkin, City Attorney

_____, 2014

Barbara McTigue
Deputy City Attorney

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

DATE: _____

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

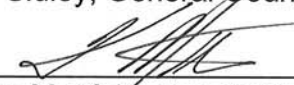
GARY LEE MOORE
Interim Executive Director

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

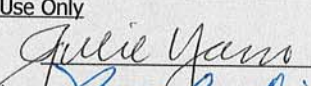
Amber M. Klesges
Acting Board Secretary

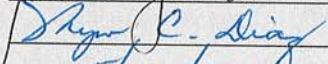
 _____, 2014
Michael N. Feuer, City Attorney
Janna B. Sidley, General Counsel

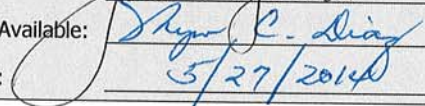
By:  _____
Ken Mattfeld, Deputy City Attorney

Account#	21995	W.O. #	78132
Ctr/Div#	7000	Job Fac.#	637-00
Proj/Prog#	000		
Budget FY:		Amount:	
2013-14		\$	53,704
2014-15		\$	53,704
2015-16		\$	53,704
2016-17		\$	53,704
2017-18		\$	53,705
TOTAL		\$	268,521

For Acct/Budget Div. Use Only

Verified by: 

Verified Funds Available: 

Date Approved:  5/27/2014

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

DATE: _____

CITY OF PARAMOUNT

Diane J. Martinez
Mayor

ATTEST:

APPROVED AS TO FORM:

Lana Chikami
City Clerk

John E. Cavanaugh
City Attorney

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

DATE: _____

CITY OF RANCHO PALOS VERDES

Jerry Duhovic
Mayor

ATTEST:

APPROVED AS TO FORM:

Carla Morreale
City Clerk

Carol W. Lynch
City Attorney

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

DATE: _____

CITY OF ROLLING HILLS

B. Allen Lay
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Luce
City Clerk

Michael Jenkins
City Attorney

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

DATE: _____

CITY OF ROLLING HILLS ESTATES

Judith M. Mitchell
Mayor

ATTEST:

APPROVED AS TO FORM:

Douglas R. Prichard
City Clerk

Donald M. Davis
City Attorney

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

DATE: _____

CITY OF SIGNAL HILL

Ken Farfsing
City Manager

ATTEST:

APPROVED AS TO FORM:

Kathee Pacheco
City Clerk

David J. Aleshire
City Attorney

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

DATE: _____

COUNTY OF LOS ANGELES

Gail Farber
Director of Public Works

APPROVED AS TO FORM:

John F. Krattli
County Counsel

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

DATE: _____

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

By:

Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

Associate

EXHIBIT "A"
Cost Share Tables and Formula

Tables 1 and 2

Exhibit A, Table 1 - Cost Share Summary

Cost Share 2014-2018 (5 years)							Average Annual Cost*
RMC Member	Area (mi ²)	Area Cost	Base Cost	Costs Paid to Date	Total Cost		
LACFCD Contribution (flat 10%)	--	--	\$266,491	\$0	\$266,491		\$53,298
Bellflower	4.39	\$76,622	\$66,623	\$0	\$143,245		\$28,649
Lakewood	7.53	\$131,427	\$66,623	\$0	\$198,050		\$39,610
Long Beach	39.46	\$688,728	\$66,623	\$0	\$755,350		\$151,070
Port of Long Beach	11.35	\$198,101	\$66,623	(\$219,909)	\$44,814		\$8,963
Los Angeles and Port of Los Angeles	20.35	\$355,185	\$133,245	(\$219,909)	\$268,521		\$53,704
Paramount	1.72	\$30,021	\$66,623	\$0	\$96,643		\$19,329
Rancho Palos Verdes	3.00	\$52,361	\$66,623	\$0	\$118,984		\$23,797
Rolling Hills	0.92	\$16,058	\$66,623	\$0	\$82,680		\$16,536
Rolling Hills Estate	0.35	\$6,109	\$66,623	\$0	\$72,732		\$14,546
Signal Hill	2.18	\$38,049	\$66,623	\$0	\$104,672		\$20,934
Unincorporated	0.36	\$6,283	\$66,623	\$0	\$72,906		\$14,581
Totals	91.61	\$1,598,945	\$1,065,963	(\$439,819)	\$2,225,089		\$445,018

*Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program.

The average amount will be invoiced yearly.

Exhibit A, Table 2 - Greater LA Harbor Toxics TMDL Estimated Cost Share Formula

RMC Member	Cost Share 2014-2018 (5 years)				Average Annual Cost
	Area (mi ²)	Area Cost	Base Cost	Costs Paid to Date	
LACFCD Contribution (flat 10%)					
Bellflower	4.39	\$76,622	\$66,623	\$0	\$53,298
Lakewood	7.53	\$131,427	\$66,623	\$0	\$28,649
Long Beach	39.46	\$688,728	\$66,623	\$0	\$39,610
Port of Long Beach	11.35	\$198,101	\$66,623	(\$219,909)	\$151,070
Los Angeles and Port of Los Angeles	20.35	\$355,185	\$133,245	(\$219,909)	\$5,963
Paramount	1.72	\$30,021	\$66,623	\$0	\$53,704
Rancho Palms Verdes	3.00	\$52,361	\$66,623	\$0	\$19,329
Rolling Hills	0.92	\$16,058	\$66,623	\$0	\$23,797
Rolling Hills Estate	0.35	\$6,109	\$66,623	\$0	\$16,536
Signal Hill	2.18	\$38,049	\$66,623	\$0	\$14,546
Unincorporated	0.36	\$6,283	\$66,623	\$0	\$20,934
Totals	91.61	\$1,598,945	\$1,065,963	(\$439,819)	\$445,018
Individual NPDES Permits	Area (mi²)	Area Cost	Facility Fees	Paid to Date	Average Annual
0 permits		\$0	\$61,500	\$0	\$0
			<i>Per Permit:</i>		<i>Per Permit:</i>
					\$12,300

RMC Members	
Agencies (30/50 split)	12
LACFCD (10% split)	1
Individual NPDES Permits	0
Total	13

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

**Development costs Cost Breakdown	
Blight work	\$242,000
RMC-Related***	\$271,122
Total	\$513,122

***RMC-Related	
CCMRP Development	\$70,000
POAPP Development	\$60,000
MS4 Integration	\$20,000
Meeting Facilitation	\$78,958
Estimated CCMRP Finalization	\$20,000
Estimated Meeting Facilitation: 9/2013 through 6/2014	\$22,166

Rates	
Number of Years	5
Admin Yearly Rate Increase**	6%
GWMA Administration	3%

Activity	Costs Per Activity					Total Cost	Paid	Total to 2018***	Average Annual Cost
	Prior to 2014****	2014	2015	2016	2017				
Monitoring	\$0	\$262,000	\$229,000	\$372,000	\$257,000	\$0	\$1,926,320	\$365,264	
RMC Administration**	\$0	\$28,500	\$30,210	\$32,023	\$33,944	\$0	\$160,657	\$32,131	
Development costs** - Blight work	\$439,819	\$4,418	\$4,418	\$4,418	\$4,418	(\$439,819)	\$513,122	\$14,661	
Development costs** - RMC Related	\$0	\$10,243	\$10,243	\$10,243	\$10,243	\$0	\$2,600,099	\$432,056	
SUBTOTAL	\$439,819	\$305,161	\$273,871	\$618,663	\$305,605	(\$439,819)	\$2,664,908	\$445,018	
TOTAL WITH 3% GWMA ***	\$439,819	\$314,315	\$282,087	\$637,244	\$314,773	(\$439,819)	\$2,225,089	\$445,018	

*Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.

**The Admin Yearly Rate Increase accounts for inflation, unforeseen coordination such as meetings with the Regional Board, and monitoring false starts.

Only actual costs will be invoiced.

***Previous development costs are not subject to the 3% GWMA administration fee

Permittee costs will be adjusted based on the number of individual NPDES permittees that participate

EXHIBIT "B"
Consultant Scope of Work



March 2014

STATEMENT OF QUALIFICATIONS



Compliance Monitoring Services for the Greater Harbor Waters Regional Monitoring Coalition

Submitted by Anchor QEA



27201 Puerta Real, Suite 350
Mission Viejo, California 92691
Phone 949.347.2780

March 24, 2014

Anthony Arevalo
Storm Water Management, City of Long Beach Department of Public Works
333 West Ocean Boulevard
Long Beach, California 90802

Re: Statement of Qualifications for Compliance Monitoring Services for the Greater Harbor Waters Regional Monitoring Coalition

Dear Mr. Arevalo:

On behalf of Anchor QEA, LLC, I am pleased to provide this Statement of Qualifications for compliance monitoring services for the Greater Los Angeles and Long Beach Harbor Waters as specified in the amendment to the *Water Quality Control Plan – Los Angeles Region* (Basin Plan Amendment) to incorporate the *Final Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants Total Maximum Daily Loads* (Harbor Toxics TMDL). We thoroughly understand all compliance monitoring requirements and have assembled a team of qualified professionals to successfully complete all field monitoring, laboratory analysis, and data management elements on behalf of the Greater Harbor Waters Regional Monitoring Coalition (RMC).

Anchor QEA is very familiar with this project and the effort needed to successfully meet the RMC's objectives within the required schedule. Anchor QEA will be supported by several local firms: Calscience Environmental Laboratories, Inc.; Physis Environmental Laboratories, Inc.; Nautilus Environmental; Port Gamble Environmental Services; EcoAnalysts; Seaventures Inc.; and Leviathan Environmental Services, LLC.

I will lead the team with technical assistance from Drs. Shelly Anghera and Wendy Hovel. As the project manager, I will work closely with RMC members dedicated to program oversight as well as with you (the primary RMC point-of-contact to the Gateway Cities Council of Governments) to manage monitoring and administrative tasks efficiently to ensure compliance monitoring and reporting schedules are met. For this program to be successful, the RMC needs a team with experience and resources to conduct sediment, water, and fish tissue field sampling activities; a team capable of understanding and interpreting the compliance monitoring results for TMDL compliance points; and a team with trusted relationships within the RMC and regulatory agencies.

Project Experience (Continued)

Newtown Creek Remediation Investigation and Feasibility Study

Day Pitney
New York City, New York

This Superfund project involves the phased collection of thousands of highly contaminated samples to investigate appropriate remediation activities. The testing program includes a full suite of chemical analysis including high-resolution forensic testing and emerging chemicals of concern. Ms. Dunay currently serves as the project chemist with responsibilities including client group presentations, QAPP writing, laboratory selection, and analytical method (and cleanup) selection. Additionally, she led the air monitoring program, which entailed developing a study design to evaluate whether the Newtown Creek was a potential source for specific chemicals within the surrounding area.

Percival Landing Environmental Investigations

City of Olympia
Olympia, Washington

This project involves a voluntary Remedial Investigation and Feasibility Study (RI/FS) at two former upland fuel storage tank sites. Ms. Dunay is the task manager and is writing the RI/FS as well as negotiating/selecting preferred cleanup alternatives with the Washington State Department of Ecology (Ecology) for the site(s). This project is in compliance with Model Toxics Control Act (MTCA) criteria.

Eddon Boatyard Site Remediation

City of Gig Harbor
Gig Harbor, Washington

This project involved a cleanup action including placement of an engineered cap. Ms. Dunay serves as the project manager and wrote the Project Completion Report and Long-Term Monitoring Plan. Effort involved coordination and communication with the client and Ecology. In addition, she performs the annual long-term monitoring sampling, which entails data evaluation against Sediment Management Standards (SMS).

Quendall Terminals Remedial Investigation and Feasibility Study

Renton, Washington

This Superfund project involved collecting hundreds of samples to investigate appropriate remediation activities. Newer performance methods were selected including solid phase microextraction alkylated polycyclic aromatic hydrocarbons and porewater volatile organic compounds. Ms. Dunay served as the QA manager with responsibilities that included QAPP writing, laboratory selection, analytical method selection, target analyte list section, and reporting limit selection. Ms. Dunay worked with the laboratories to ensure required performance evaluations were documented. She also wrote up the QA section of the Data Report, which involved evaluating data against data quality objectives. Additionally, she was part of the field crew for the sampling effort that involved collecting and processing sediment cores..

Laurel Menoche

Senior Data Analyst/Environmental Scientist

Laurel Menoche has 12 years of experience working with relational databases within Microsoft Access, Microsoft SQL Server, Visual FoxPro, and FoxPro, including designing, querying, importing, exporting, maintaining, and providing quality assurance/quality control (QA/QC). She is also proficient with Microsoft Excel, including running calculations and statistics and creating charts and tables.

EDUCATION

*University of Rhode Island, B.S.,
Environmental Management, 1996*

Project Experience

Newtown Creek Remedial Investigation and Feasibility Study

*Day Pitney
New York City, New York*

Ms. Menoche is the data lead. This Superfund project involves the phased collection of thousands of highly contaminated samples to investigate appropriate remediation activities. The testing program includes a full suite of chemical analysis including high resolution forensic testing and emerging chemicals of concern.

Integrated Remediation, Shoreline Restoration, and Berth Improvements at Gasco Site

*NW Natural/Kopper
Portland, Oregon*

Ms. Menoche is the data lead. Anchor QEA is leading a Remedial Investigation/ Feasibility Study and remedial design of the NW Natural Gasco site on the Willamette River in Portland, Oregon. The sediments, soils, and groundwater at the site, a former oil gasification facility, are impacted with polycyclic aromatic hydrocarbons (PAHs), cyanide, and some metals.

Port Gamble Water System

*Olympic Property Group, LLC
Kitsap County, Washington*

Ms. Menoche is the data lead. Anchor QEA provided ongoing water system planning and design tasks for the town of Port Gamble in Kitsap County, Washington. Water system planning was completed in accordance with State Department of Health Standards as part of an ongoing planning effort to enable redevelopment of the town. Work included evaluation and sizing of water system upgrades, evaluation of well sources and storage facilities, and development of an improvement plan. Anchor QEA staff also worked with the water system owner to submit a successful application for a Drinking Water State Revolving Fund Loan. Ongoing work has included evaluation of water system capacity and improvements for different development scenarios.

Brittany Geisler

Environmental Scientist

Brittany Geisler is an environmental scientist with more than 6 years of professional experience. Her areas of technical expertise include water quality monitoring programs and sediment chemical characterizations. She has participated in multiple water quality monitoring projects to assess impacts of discharge as well as dredge material evaluations to determine suitability for open-water disposal, beneficial reuse, or upland placement. She has experience with a wide variety of sampling techniques, including the use of a vibracore, piston core, box core, Van Veen, and various water quality meters (e.g., Hydrolab, Horiba) and water collection equipment (e.g., Van Dorn).

EDUCATION

*University of California Irvine, B.A.,
Social Ecology, 2006*

CERTIFICATIONS

40-hour HAZWOPER

CPR, AED, and First Aid

*California Department of Boating
and Waterways Safe Boater
Certification*

Project Experience

Harbor Toxics TMDL Support

*Ports of Long Beach and Los Angeles
San Pedro Bay, California*

Ms. Geisler is currently supporting the Ports of Long Beach and Los Angeles with coordination, moderation, or documentation of several ongoing groups, including the Harbor Toxics Working Group and the Greater Harbor Waters Regional Monitoring Coalition.

Alamitos Bay Marina Rehabilitation

*City of Long Beach
Long Beach, California*

Ms. Geisler assisted with sediment investigation for Basins 2, 3, 5, and 7 and water quality monitoring during dredging for Basin 5.

Regional General Permit 54 Reauthorization

*City of Newport Beach
Newport Beach, California*

Ms. Geisler assisted with the sediment characterization for more than 50 stations throughout Newport Harbor in preparation for reauthorization of Regional General Permit 54.

Supplemental Remedial Investigation

*Duwamish Shipyard, Inc.
Seattle, Washington*

Ms. Geisler assisted with stormwater and catch basin solids sampling, surface sediment collection, and subsurface sediment characterization to address data gaps as required by the Washington State Department of Ecology.

Dustin Fellers

Environmental Scientist

Dustin Fellers is an environmental scientist with nearly 6 years of professional experience. His areas of technical expertise include water quality monitoring programs and sediment chemical characterizations. He has participated in multiple water quality monitoring projects to assess impacts of discharge as well as dredge material evaluations to determine suitability for open-water disposal, beneficial reuse, or upland placement. He has experience with a wide variety of sampling techniques, including the use of a vibracore, piston core, box core, Van Veen, and various water quality meters (e.g., Hydrolab, Horiba) and water collection equipment (e.g., Van Dorn).

EDUCATION

Bethel University, B.A., Spanish, 2006

CERTIFICATIONS

40-hour HAZWOPER

CPR, AED, and First Aid

*California Department of Boating
and Waterways Safe Boater
Certification*

Project Experience

Lower Newport Bay Federal Dredging Program

*City of Newport Beach
Newport Beach, California*

Mr. Fellers assisted with water column monitoring to assess water quality effects related to dredging of sediments from Lower Newport Bay. Monitoring consisted of field measurements (i.e., temperature, dissolved oxygen, pH, turbidity, transmissivity, salinity) and water sampling for laboratory analysis before and during dredging activities.

Alamitos Bay Marina Rehabilitation

*City of Long Beach
Long Beach, California*

Mr. Fellers assists with sediment investigations and water quality monitoring before, during, and after dredging for each of the basins. Mr. Fellers prepares weekly and monthly reports summarizing data.

Regional General Permit 54 Reauthorization

*City of Newport Beach
Newport Beach, California*

Mr. Fellers assisted with sediment characterization for more than 50 stations throughout Newport Harbor in preparation for reauthorization of Regional General Permit 54.

Rhine Channel Contaminated Sediment Cleanup

*City of Newport Beach
Newport Beach, California*

Mr. Fellers assisted with monitoring activities for the Rhine Channel contaminated sediment cleanup project. Mr. Fellers performed water column monitoring to assess water quality effects related to dredging.

Bonnie Ahr

Environmental Scientist Intern

Bonnie Ahr is an environmental scientist intern who is currently finishing her thesis work on habitat utilization and movement behavior of white croaker in the Los Angeles/Long Beach Harbor. Ms. Ahr specializes in fish biology, behavior, and movement. She has assisted on a wide range of remediation, water quality monitoring, and sediment projects both in the field and in background research. Ms. Ahr has participated in an array of field work involving fish collection and surveying including beach seining, transect and quadrat surveys, aerial surveys, and fish tracking using acoustic telemetry.

EDUCATION

California State University Long Beach, M.S., Biology, In Progress

Arizona State University, BS., Life Sciences, 2010

Project Experience

Fish Tracking Special Study Phase 1

San Pedro Bay

Ms. Ahr is part of the white croaker fish tracking team from California State University Long Beach using acoustic telemetry to quantify fish movement and behavior within the harbor. She caught and surgically implanted acoustic transmitters in 100-plus white croakers in the harbor and monitored fish movement using both a shipborne receiver and passive stationary receivers. Ms. Ahr constructed, deployed, maintained, and collected data from passive receivers and temperature data loggers for the year the receivers were in the field. Ms. Ahr also has extensive small boat handling experience that includes actively tracking tagged fish for continuous 24-hour periods. Ms. Ahr has been leading the data analysis of the fish tracking data, which focuses on modeling fish habitat selection and utilization. Ms. Ahr has also been heavily involved with the Phase II fish tracking study currently in progress and has assisted in the field with the collection of white croaker and halibut as well as maintenance and collection of data from passive receivers currently deployed.

Harbor Toxics TMDL Support

San Pedro Bay

Ms. Ahr assisted with literature reviews of the biobaseline studies conducted in 1988, 2000, and 2008 for vegetation and riprap coverage. Ms. Ahr has also assisted in GIS support for the Total Maximum Daily Load (TMDL) program including digitizing riprap coverage in the harbor, benthic infauna interpolations, and fish movement analysis. Ms. Ahr has provided fish movement and habitat analysis for use in the bioaccumulation model currently under development. She also assisted with the writing of the data gap analysis report—specifically regarding fish growth rates, respiration rates, diet, and movement.

