

**ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK/SECRETARY AND THE CENTRAL LIBRARY**

**Agendas and other writings that will be distributed to the Councilmembers/ Board Members in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda in the City Clerk/Secretary's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California, or at the time of the meeting at the location indicated below.**

**AGENDA FOR THE CONCURRENT ADJOURNED REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF COMMERCE AND THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION (HEREINAFTER "SUCCESSOR AGENCY")**

**COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**TUESDAY, MAY 28, 2013 – 2:00 P.M.**

**CALL TO ORDER**

Mayor/Chairperson Aguilar

**ROLL CALL**

City Clerk/Secretary Olivieri

**PUBLIC COMMENT**

**Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.**

**To increase the effectiveness of the Public Comment Period, the following rules shall be followed:**

**No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.**

**CONSENT CALENDAR**

1. A Resolution of the City Council of the City of Commerce, California, Declaring Official Intent to Reimburse Certain Improvement Expenditures for Several General City Projects as Adopted for the Capital Improvement Program for Fiscal Year 2012-13 from Proceeds of Indebtedness

The City reasonably expects that debt obligations in one or more series in an amount not expected to exceed \$3,000,000 will be issued by the City and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures. This Resolution is necessary in order to comply with U.S. Treasury Department regulations.

The **City Council** will consider for approval and adoption a proposed Resolution declaring official intent to reimburse certain improvement expenditures for several general City projects as adopted for the Capital Improvement Program for Fiscal Year 2012-13, from Proceeds of Indebtedness.

**SCHEDULED MATTERS**

2. Presentation and Review of Proposed 2013/2014 Fiscal Year Budget

The **City Council** will receive, and provide appropriate direction as deemed necessary with respect to, the City Administrator's proposed operating budget for fiscal year 2013/2014.

**ORDINANCES & RESOLUTIONS**

3. An Ordinance of the City Council of the City of Commerce, California Amending Sections 5.48.010 ("Definitions") and 5.48.220 ("Rules and Regulations") of Chapter 5.48 ("Card Clubs") of the Commerce Municipal Code – First Reading

The **City Council** will consider for first reading a proposed Ordinance amending Sections 5.48.010 ("Definitions") and 5.48.220 ("Rules and Regulations") of Chapter 5.48 ("Card Clubs") of the Commerce Municipal Code in order to make use of mechanical equipment for players to remotely or directly place wagers. Use of such devices will offer casino patrons more options for wagering and potentially increase wagering activity.

4. A Resolution of the City Council of the City of Commerce, California, Approving a Memorandum of Understanding Between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon for the Administration and Cost Sharing to Prepare a Watershed Management Program and Coordinated Integrated Monitoring Program as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System

The **City Council** will consider for approval and adoption a proposed Resolution approving a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon for the administration and cost sharing to prepare a Watershed Management Program and Coordinated Integrated Monitoring Program as required by the Water Quality Control Board, Los Angeles Region, National Pollutant Discharge

Elimination System Municipal Separate Storm Sewer System Permit  
Order No. R4-2012-0175 Municipal Separate Storm Sewer System

**RECESS TO CLOSED SESSION**

5. Pursuant to Government Code §54957.6,

- A. The **City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the Memoranda of Understanding between the City and the City of Commerce Employees Association on behalf of the mid-management and non-management full-time employees and part-time employees.

**ADJOURNMENT**

Adjourn to Tuesday, June 4, 2013, at 5:00 p.m. in the City Council Chambers.

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST  
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,  
8:00 A.M. - 6:00 P.M.**





# AGENDA REPORT

MEETING DATE: May 28, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, DECLARING OFFICAL INTENT TO REIMBURSE CERTAIN IMPROVEMENT EXPENDITURES FOR SEVERAL GENERAL CITY PROJECTS AS ADOPTED FOR THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2012-13 FROM PROCEEDS OF INDEBTEDNESS

**RECOMMENDATION:**

Approve and adopt the Resolution declaring official intent to reimburse \$2.0 million in capital expenditures for the several city capital improvement projects from proceeds of indebtedness, and assign the number next in order. This resolution is necessary in order to comply with U.S. Treasury department regulations.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

Tax-exempt bonds are valid debt obligations of state and local governments, commonly referred to as "issuers"— the interest on which is tax-exempt. This means that the interest paid to bondholders is not includable in their gross income for federal income tax purposes. This tax-exempt status remains throughout the life of the bonds provided that all applicable federal tax laws are satisfied. Various requirements apply under the Code and Income Tax Regulations (the "Treasury regulations") including, but not limited to, information filing and other requirements related to issuance, the proper and timely use of bond-financed property, and arbitrage yield restriction and rebate requirements. The benefits of tax-exempt bond financing can apply to the many different types of municipal debt financing arrangements through which government issuers obligate themselves, including notes, loans, lease purchase contracts, lines of credit, and commercial paper.

Generally, proceeds from governmental bonds are used to finance activities or facilities owned, operated, or used by a state or local government for its own purposes. This can include financing the building, maintenance, or repair of various types of public infrastructure such as highways, schools, fire stations, libraries, or other types of municipal facilities.

**ANALYSIS:**

The City has begun incurring expenses for the development of the public improvements associated with several capital improvement projects (i.e. Rosini Street Improvement, Central Library Renovation, Emergency Operations Center, etc.). These expenses will be paid utilizing existing monies within the Capital Projects Fund until a method of financing is determined. However, to ensure the tax exempt status of the financing, the existing cash funds have been designated for specific purposes at the "project". As a result, in order to use the cash now and still protect the tax-exempt status of the bonds, we need the ability to reimburse our funds from the bond proceeds. This is accomplished through Council adopting the reimbursement resolution. This method of reimbursing an agency for

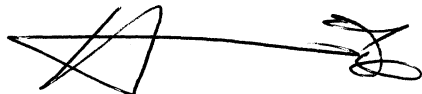
expenses for a project is commonly used by public agencies, and is addressed in the U.S. Treasury regulations. Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditure for the Project with the proceeds of a borrowing.

Staff will be returning to the Council at a future council meeting to discuss financing plans for the "project". Adoption of this resolution in advance of any decisions does not bind the Council to any particular financing option in any way. It simply preserves the City's ability to use the funds as designated, and will result in a lower overall cost of borrowing for the City.

**FISCAL IMPACT:**

There are no fiscal implications associated with the recommended action.

Recommended and prepared by:



Vilko Domic  
Director of Finance / City Treasurer

Respectfully submitted,



Jorge Rifa  
City Administrator

Approved as to Form



Eduardo Olivo  
City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, DECLARING OFFICIAL INTENT TO REIMBURSE CERTAIN IMPROVEMENT EXPENDITURES FOR SEVERAL GENERAL CITY PROJECTS AS ADOPTED FOR THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2012-13 FROM PROCEEDS OF INDEBTEDNESS

WHEREAS, the City of Commerce (the "City") intends to acquire, construct and improve the facilities described in Exhibit A hereto ("Projects"); and

WHEREAS, the City has paid or expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Projects prior to the issuance of indebtedness by the City for the purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, the City reasonably expects that debt obligations in one or more series in an amount not expected to exceed \$3,000,000 will be issued by the City and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of a subsequent borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE AS FOLLOWS:

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the City to make any expenditures, incur any indebtedness, or proceed with the Project.

SECTION 3: The City hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

SECTION 4: The City Clerk shall certify to the passage of this resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda K. Olivieri, MMC  
City Clerk

## EXHIBIT A

### DESCRIPTION OF THE PROJECTS

- Street Construction (Rosini Residential)
- Street Reconstruction (Bristow Residential)
- Central Library Renovation
- Emergency Operations Center Construction
- Washington Blvd Major Improvement





# AGENDA REPORT

DATE: May 28, 2013

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.48.010 ("DEFINITIONS") AND 5.48.220 ("RULES AND REGULATIONS") OF CHAPTER 5.48 ("CARD CLUBS") OF THE COMMERCE MUNICIPAL CODE

**RECOMMENDATION:**

Read the Ordinance by title only and approve for first reading.

**MOTION:**

Move to approve the recommendation.

**ANALYSIS:**

The Commerce Casino has advised that it may be able to make use of mechanical equipment for players to remotely or directly place wagers. The use of such devices will offer casino patrons more options for wagering and potentially increase wagering activity. The City's Municipal Code (CMC) must be amended in order to allow for the use of such devices.

The proposed Ordinance will amend CMC sections 5.48.010 (Definitions) and 5.48.220 (Rules and Regulations) by:

(1) adding subsection (13) to section 5.48.010, which states, "Associated equipment' means any equipment or mechanical, electromechanical or electronic contrivance, component or machine used by players to remotely or directly place wagers."; and

(2) adding subsection (15) to section 5.48.220, which states, "Rule No. 15. A licensee may use associated equipment to facilitate wagers on all tables. No more than one hundred persons may wager on a single table using associated equipment."

The Ordinance will also provide that the City Administrator will be able to approve any gambling game in the Casino. This change is consistent with subsections (1) and (6) of Section 5.48.010 of the CMC.

**FISCAL IMPACT:**

No fiscal impact will arise from the adoption of this Ordinance.

Reviewed by

Vilko Domic  
Finance Director

Respectfully submitted,

Jorge Rifa  
City Administrator

Approved As To Form,

Eduardo Olivo  
City Attorney



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.48.010 ("DEFINITIONS") AND 5.48.220 ("RULES AND REGULATIONS") OF CHAPTER 5.48 ("CARD CLUBS") OF THE COMMERCE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1 Section 5.48.010 of the Commerce Municipal Code, is hereby amended in its entirety to read as follows:

5.48.010 Definitions For the purposes of this chapter, the words and phrases hereinafter set forth shall have the following meanings ascribed to them unless the context clearly requires to the contrary:

- (1) "Card Club" means a business or enterprise licensed under the provisions of this chapter for the playing of draw poker, panguingue, or any other gambling game approved by the city administrator.
- (2) "Commence" means and includes commence, begin, initiate, start, open and establish.
- (3) "Conduct" means and includes conduct, transact, maintain, prosecute, practice, manage, operate and carry on.
- (4) "Employee" means every person, either an agent, employee, as owner, or under the direction of the owner of any card club or appurtenant or accessory facility or use of a card club.
- (5) "Game", "games" or "gaming activity" means any game of chance, including any gambling device, played for currency, check, credit or any other thing of value, and any other endeavor, game, device or promotional scheme that is appended to, references, or relies upon, any game of chance approved pursuant to the provisions of Section 5.48.310 of this chapter.
- (6) "License" means a license or permit for the playing of the games of draw poker, panguingue or any other gambling game (whether or not cards are used in playing it) approved by the city administrator.
- (7) "Owner" means every person, firm, association, partnership, corporation, or other entity having any interest, legal or equitable, in any card club or card club license.
- (8) "Person" means and includes a natural person, or any other legal entity which owns, operates, or proposes to operate a card club in the city.
- (9) "Playing cards" or "card games" means the playing of the games of draw poker, panguingue or any other gambling game (whether or not cards are used in playing it) approved by ordinance or resolution adopted by the city council.
- (10) "Pointholder" means any person, having any interest whatsoever, in the ownership in a card club, whether legal, equitable, or of whatsoever kind or character.
- (11) "Purport to commence" and "purport to conduct" means and includes any showing, representation, indication or action which:

- (A) By means of sign, advertisement, or advertising matter, whether in, upon or about any premises or otherwise; or
  - (B) By the appearance or arrangement of any premises; or
  - (C) By acts or statements of any person, or by the agents, servants, or employees of any person, indicates, suggests, holds out, or represents that any person is, would be, or appears to be conducting or in a position to conduct any business referred to in this chapter within the city.
- (12) "Proposition player" means an employee, using player's own money for wagering, used to start up new games and to maintain existing games.
- (13) "Associated equipment" means any equipment or mechanical, electromechanical or electronic contrivance, component or machine used by players to remotely or directly place wagers.

SECTION 2. Section 5.48.220 of the Commerce Municipal Code, is hereby amended in its entirety to read as follows:

5.48.220 Rules and Regulations.

Established. The following rules and regulations are established and promulgated by the city council with reference to card games for which licenses are issued under the provisions of this chapter. Licensees holding or obtaining licenses under the provisions of this chapter shall, in writing, agree to be bound by and observe each and all of the provisions of this chapter relating to such licenses:

- (1) Rule No. 1. Permittees and licensees holding or obtaining permits and licenses under the provisions of this chapter shall thereby automatically agree to be bound by and observe each and all of the terms, conditions and provisions of this chapter and of the rules and regulations established thereby relating to such permits and licenses.
- (2) Rule No. 2. No licensee shall use, operate or permit the use or operation of more tables or units than those for which such licensee holds then current and valid licenses to operate or use in the city.
- (3) Rule No. 3.
  - (A) No licensee shall permit any person to play or remain in any game licensed by the provisions of this chapter at any time while such person appears to be, or is, under the influence of intoxicating liquor or drugs or who exhibits irrational behavior, and no person under, or who appears to be under, the influence of intoxicating liquor or drugs or who exhibits irrational behavior shall play in any such game or be allowed to remain on the premises.
  - (B) No licensee shall permit any person to enter the premises while such person appears to be, or, in the opinion of the licensee, or duly authorized agents or employees, is under the influence of intoxicating liquor or drugs or who exhibit irrational behavior.
- (4) Rule No. 4. Unlimited Wagering: There are no mandatory limits on the amount wagered in any permitted games. A gambling establishment licensee may impose wagering limits on any game, at his or her discretion. Before a gambling establishment is allowed to operate, the rules for wagering limits shall be approved by ordinance or resolution of the city council or by the city

administrator. Such rules shall be clearly posted at the gambling tables where the games are offered during hours of operation to provide patrons adequate notice of those rules.

- (5) Rule No. 5. No licensee shall operate or use any table or unit or manage, conduct or carry on any business or activity licensed by this chapter after the time that such license issued by the city has been or is revoked or suspended.
- (6) Rule No. 6. Each and all of the games conducted or operated in the city pursuant to the provisions of this chapter shall be conducted and operated in full conformity with, and subject to all the provisions of applicable laws.
- (7) Rule No. 7. No licensee shall permit or allow any person under the age of twenty-one years to play in any game licensed hereunder, at any time in any card room covered by or referred to in any such license.
- (8) Rule No. 8. The only games permitted to be played in a licensed club shall be the games of draw poker, panguingue and any other gambling game authorized by ordinance or resolution of the city council or by the city administrator.
- (9) Rule No. 9. It shall be unlawful for any person as an operator, agent, and/or employee of any duly licensed card club to assign, arrange for, or in any other manner sublet, directly or indirectly, with or without consideration, to any person not having a valid unrevoked license to conduct such card game. It shall likewise be unlawful for any person to conduct any lawful game, as provided pursuant to the provisions of this chapter, in a duly licensed card club not having a valid unrevoked license to conduct such game or games. It shall also be grounds for the revocation or suspension of any license issued to any card club to permit the farming out, assigning, or subletting of any game lawfully permitted pursuant to the provisions of this chapter.
- (10) Rule No. 10. The playing of all games provided for in this chapter shall be confined to the areas designated as "card room" which shall be located on the first or second floor of a licensed card club, or such other area as approved by the city administrator, and no playing of any game provided for or permitted by this chapter shall be permitted at any other location on such premises. If the patrons may not freely and without hindrance view tables or other units and games located or being played or conducted in any room other than the "card room," the licensee must get written authorization from the city administrator.
- (11) Rule No. 11. A card club including all appurtenances shall be open for inspection during all hours to the city administrator, or his duly authorized representative, without a search warrant.
- (12) Rule No. 12. A card club shall be open for inspection during all hours to all law enforcement agencies having jurisdiction, and to their duly authorized representatives without a search warrant.
- (13) Rule No. 13. The minimum size of any lot or combination of lots upon which each card club is placed along with its required off-street parking shall be controlled by the city planning department and approved by the city council.
- (14) Rule No. 14. All persons caught cheating in the establishment shall be dealt with in the manner prescribed from time to time by the appropriate law enforcement authorities and the licensee shall cooperate fully in the

prosecution of all persons who are criminally charged with cheating in the licensed establishment. Cheating devices shall be confiscated and shall not be returned to the person or persons using or bringing such devices onto the premises.

- (15) Rule No. 15. A licensee may use associated equipment to facilitate wagers on all tables. No more than one hundred persons may wager on a single table using associated equipment.

SECTION 3 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 4 Effective Date. This ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 5 The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF COMMERCE

By: \_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk



# AGENDA REPORT

DATE: May 28, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, AND VERNON FOR THE ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER SYSTEM

## RECOMMENDATION:

That the City Council adopt a resolution approving a Memorandum of Understanding with the Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the administration and cost sharing for the development of a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the Los Angeles Regional Water Quality Control Board, National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and assign the number next in order.

## MOTION:

Approve the recommendation.

## BACKGROUND:

On November 8, 2012, the Los Angeles Regional Water Board ("Water Board") adopted a new MS4 Stormwater Permit ("MS4 Permit") regulating MS4 discharges from 84 cities, the County of Los Angeles, and Los Angeles County Flood Control District. The new MS4 Permit, effective December 28, 2012, enforces all Total Maximum Daily Load (TMDL) pollutants affecting water quality such as trash, metals and bacteria. The new permit is approximately three times the size of the old permit and requires agencies to do considerably more to attain water quality.

## MS4 Permit Compliance Options

1. **Minimum Control Measures** – requires the City to meet very strict numeric water quality standards retroactive to the permit's effective date of December 28, 2012.

*Deadline for implementation is immediate. Highest risk for compliance and greatest liability for the City.*

2. **Watershed Management Program (WMP)** – allows for the development of a WMP for an individual agency or as part of a group of agencies working together on a watershed basis. Requires Reasonable Assurance Analysis (water modeling), stakeholder input from a Technical Advisory Committee and provides interim

compliance with TMDLs during WMP development, but no final compliance guarantees for final TMDL limits.

*Deadline to submit a draft WMP with early action of more than 50% of the watershed participants adopting a Low Impact Development (LID) Ordinance and Green Streets Policy is June 28, 2014. Costs could be shared with other agencies in a group effort. Risk and liability less than option 1, but not eliminated.*

- 3. Enhanced Watershed Management Program** – allows for the development of an Enhanced Watershed Management Program (EWMP) under a joint effort with a Memorandum of Understanding (MOU) that demonstrates funding of the EWMP. It also requires a Reasonable Assurance Analysis (water modeling), stakeholder input from a Technical Advisory Committee, identification and commitment to fully implement one pilot project “with meaningful water quality improvement” per watershed by June 28, 2015. The EWMP provides interim compliance with TMDLs and continued compliance guarantees for only areas where the 85<sup>th</sup> percentile, 24-hour rain event is captured.

*Deadline to submit a draft EWMP with early action of more than 50% of the watershed participants adopting a LID Ordinance and Green Streets Policy is June 28, 2015. The EWMP is the most costly, but offers the most compliance guarantees for those areas that can comply with the water capture requirement.*

#### Staff Recommendation

Staff recommends that the City of Commerce select a WMP with a CIMP as the City’s compliance method, collaborate with GWMA cities, and approve entering into an MOU with the GWMA for administration and cost sharing to prepare a WMP and CIMP as required by the Regional Water Board under the new MS4 Permit. Development and Implementation of a Watershed Management Program will occur in two phases over the span of multiple fiscal years.

#### *Phase 1 – Program Development – FY 13/14*

#### Watershed Management Program (WMP)

In order to share the costs of developing these programs and managing such a large group of agencies, the *Gateway cities formed two sub-regional groups based on location, land use, and drainage patterns:*

Upper LA River cities which include Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the LA Flood Control District, and the

Lower LA River/San Gabriel River/Coyote Creek cities including South Gate, Lynwood, Pico Rivera, Downey, Paramount, Bellflower, Lakewood, Signal Hill, Long Beach, and the LA Flood Control District.

To date, there are a total of 17 watershed subgroups in the LA Basin that formed to jointly develop either a WMP or EWMP with a CIMP.

#### Water Monitoring – CIMP

Currently, the Gateway cities are sharing the costs of the monitoring program in the receiving waters within the Los Angeles River under an MOA with the Gateway Council of Governments (COG). The City of Los Angeles conducts the monitoring and prepares and submits the annual report to the Water Board. However, the new permit expands this



monitoring to include outfall monitoring to determine an individual city's pollutant contribution in addition to continuing to monitor the receiving waters. The permit allows for submitting a Coordinated Integrated Monitoring Program (CIMP) as part of the WMP and sharing the costs of monitoring with other agencies.

Technical Advisory Committee – TAC

Commerce's joint WMP will also incorporate a CIMP and is due June 28, 2014. The Water Board requires that permittees provide an opportunity for "meaningful stakeholder input, including but not limited to, a permit-wide watershed management program technical advisory committee (TAC) that will *advise and participate* in the development of the Watershed Management Programs and Enhanced Watershed Management Programs from month 6 through the date of program approval." The composition of the TAC may include at least one representative from each WMP/EWMP subgroup, at least one public representative from a "non-governmental agency with public membership," and staff from Regional Water Board and USEPA Region IX. The County and City of LA have taken the lead in developing the TAC with Regional Water Board and permittees' input and intend to submit their guidelines to the Water Board for approval.

*Phase 2 – Program Implementation – beginning in FY 14/15*

Program implementation will follow WMP/CIMP development. Most likely, based on the results of the WMP, the City will enter into new MOUs for regional project implementation to address pollutants in high priority areas and new MOUs for the new and expanded monitoring program. This may involve some collaboration with the County since their runoff co-mingles with Commerce's runoff at its northern boundary before reaching the LA River. Staff will return to Council with the results of the WMP and recommendations for implementation and collaboration for cost sharing.

FISCAL IMPACT:

The true costs are unknown at this time. The Water Board is uncertain of the costs of complying with the new Permit, developing the WMP and CIMP, and of future costs associated with having to implement the WMP and CIMP. The subgroup members Commerce is participating in agreed to share one half of the costs equally and the remaining half would be paid proportionally based on land area. In addition, the LA County Flood Control District offered, to each of the subgroups, a contribution of a flat 10% of the total contract costs for developing a WMP and CIMP. Further, the GWMA may charge an administrative fee not to exceed 3% of the WMP/CIMP contract amount. These costs are set forth in Exhibit A of the MOU.

The upper San Gabriel Subgroup recently received bids between \$800,000 and \$1.2 million to develop a WMP and CIMP for a similarly sized group of agencies. Based on an estimate of \$800,000, Commerce's share is as follows:

Activity	Amount	Fiscal Year Expended
RFP Development	\$ 1,900	12/13
WMP & CIMP Development	\$180,000	13/14
Gateway JPA Administrative Fee – max of 3% of WMP/CIMP contract amount	\$ 5,400	13/14
Total	\$187,300	

Staff requested the City Council to allocate the necessary funds as part of the budget process for Fiscal Year 2013/14. The \$1,900 RFP development cost will be paid from current fiscal year. There are sufficient funds in Environmental Services, Account #10-1570-54027 for the current FY cost.

RELATIONSHIP TO STRATEGIC GOALS:

This agenda report item complies with Goal #2 – *Protect and Enhance Quality of Life in the City of Commerce*. In conjunction with State and Federal environmental regulations, Commerce's continued focus on the environment will enhance water quality for all residents.

Reviewed By,



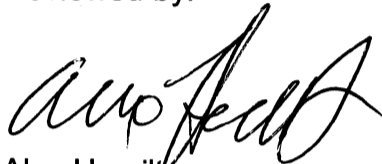
Patrick Malloy  
Special Assistant to  
the City Administrator

Respectfully submitted,



Jorge Rifa  
City Administrator

Reviewed by:



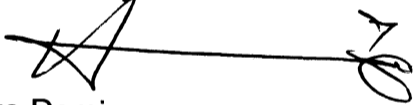
Alex Hamilton  
Assistant Director of Community Development

Prepared by:



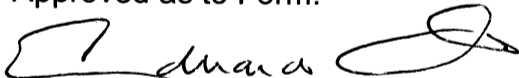
Gina Nila  
Environmental Services Manager

Reviewed by:



Vilko Domic  
Director of Finance

Approved as to Form:



Eduardo Olivo  
City Attorney

Attachments:           Resolution  
                                  Memorandum of Understanding – GWMA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, AND VERNON FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MANAGEMENT PROGRAM AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER SYSTEM

WHEREAS, the mission of the Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA") includes the equitable protection and management of water resources within its area; and

WHEREAS, the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon ("Watershed Permittees") manage and drain stormwater into the LAR Upper Reach 2 Sub Watershed ("Reach 2 Sub Watershed"); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and allows the Watershed Permittees to prepare, adopt, and implement a Watershed Management Program ("WMP"), and Coordinated Integrated Management Program ("CIMP") collectively "the Plans" in compliance with certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees have elected to prepare the Plans in compliance with certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, the Watershed Permittees created a LAR UR 2 Sub Watershed Committee consisting of at least one representative from each of the Watershed Permittees, to assist the GWMA in coordinating the preparation and submission of the Plans to be presented to the California Regional Water Quality Control Board, Los Angeles Region, on behalf of the Watershed Permittees; and

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a Consultant to assist the Parties with preparation of the Plans; and

WHEREAS, the Parties and the GWMA have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

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

WHEREAS, the purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services agreed to by the Watershed Permittees working through the LAR UR 2 Sub Watershed Committee and as approved by the GWMA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1: The City Council hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles County Flood Control District is hereby approved. The City Administrator is hereby authorized to execute the Memorandum of Understanding for and on behalf of the City of Commerce.

SECTION 3: The City Clerk shall certify to the passage of this resolution, and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Joe Aguilar  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND  
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,  
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED  
MANAGEMENT PROGRAM ("WMP") and COORDINATED INTEGRATED  
MONITORING PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL WATER  
QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT  
DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER  
SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER  
SYSTEM ("MS4 PERMIT")

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

RECITALS

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

WHEREAS, the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon manage and drain stormwater into at least a portion of the Los Angeles River Upper Reach 2 Sub Watershed ("LAR UR 2 Sub Watershed"); and

WHEREAS, the Los Angeles Flood Control District owns and operates more than ninety percent (90%) of the storm drains in the Reach 2 Sub Watershed;

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon, and the Los Angeles Flood Control District; and

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

WHEREAS, the MS4 Permit became effective on December 28, 2012 and allows Permittees to prepare, adopt, and implement a Watershed Management

Program (“WMP”), and a Coordinated Integrated Monitoring Program (“CIMP”), collectively “the Plans,” in compliance with certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees have elected to prepare and adopt, the Plans in compliance with certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, the Watershed Permittees created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist the GWMA in coordinating the preparation and submission of the Plans to be presented to the California Regional Water Quality Control Board, Los Angeles Region, on behalf of the Watershed Permittees; and

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a Consultant to assist the Parties with preparation and adoption of the Plans; and

WHEREAS, the Parties have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined that the costs of preparing the Plans and other related costs to be incurred by the GWMA should be paid by the Watershed Permittees based on the proportional costs (“Proportional Costs”) reflected in Exhibit A.

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 cooperatively support and undertake preparation of the Plans and any additional services agreed to by the Watershed Permittees working through the LAR UR 2 Sub Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans and required monitoring, and the Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

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 Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect until July 1, 2023, unless sooner terminated as provided herein.

Section 7. LAR UR 2 Sub Watershed Committee Representative. The LAR UR 2 Sub Watershed Committee shall appoint a representative ("Representative") who can speak for the Watershed Permittees on decisions to be made by the LAR UR 2 Sub Watershed.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Watershed Permittees determine are necessary and the costs of which the Watershed Permittees agree through the Representative to pay.

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year by a vote of the Policy Board.
- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Proportional Costs of the Consultant's services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultant, GWMA shall submit a copy of the Consultant's invoice to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs to the GWMA within forty-five days (45) days of receipt.

- e) Each year, commencing June 15, 2013, the LAR UR 2 Sub Watershed Committee shall recommend to GWMA a budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of the budgeted amount without prior notification to and approval by the LAR UR 2 Sub Watershed Committee.
- f) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the LAR UR 2 Sub Watershed Committee and such payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/ Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- g) GWMA shall suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- h) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.



- i) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.

Section 10. Notice of Intent Letter. Pursuant to Section V.C.4.b (page 55) of the MS4 Permit, the Watershed Permittees agree to jointly draft, execute and submit to the Regional Board by June 28, 2013, a "Notice of Intent" letter that complies with all applicable MS4 Permit provisions.

Section 11. 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 Watershed 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 Watershed 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 12. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, and 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 Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, and their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under this MOU.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the GWMA and each other Watershed Permittee 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 Watershed Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Watershed Permittee's gross negligence or intentional acts or the gross negligence or intentional acts of its officers, employees, or other representatives and agents other than the Consultants.

- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed 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 Watershed 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 Consultants to obtain and maintain, throughout the term of their contracts with the GWMA, insurance as provided in Exhibit B.
- 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 Watershed Permittees or any of them for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed 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 13. Withdrawal; Termination.**

- a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the

MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit A. A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

- b) The GWMA may, with a two-thirds (2/3) vote of the full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year.

Section 14. Miscellaneous.

- a) Notices. All Notices which any Party is required or desires 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 Watershed:  
Permittees: Mr. Doug Willmore  
City Manager  
6330 Pine Avenue  
Bell, CA 90201

Mr. Phillip Wagner  
City Manager  
7100 Garfield Avenue  
Bell Gardens, CA 90201

Mr. Jorge Rifa  
City Administrator  
2535 Commerce Way  
Commerce, CA 90040

Mr. Hector Rodriquez

City Manager  
5220 Santa Ana Street  
Cudahy, CA 90201

Mr. Rene Bobadilla, P.E.  
City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

Ms. Lilian Myers  
City Manager  
4319 East Slauson Avenue  
Maywood, CA 90270

Mr. Mark Whitworth  
City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

---

Los Angeles County Flood Control District

---

- b) **Separate Accounting and Auditing.** The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any LAR UR 2 Watershed 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 Watershed Permittees annual financial statements and audits, after review and approval by the LAR UR 2 Sub Watershed Committee.
- c) **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.
- d) **Waiver.** Waiver by either the GWMA or a Watershed 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 Watershed 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.

- e) 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.
- f) 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.
- g) 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).
- h) 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.
- i) 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.
- j) 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.
- k) 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

\_\_\_\_\_  
Chris 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 BELL  
Mr. Doug Willmore  
City Manager  
6330 Pine Avenue  
Bell, CA 90201

\_\_\_\_\_  
Doug Wilmore, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

DATE: \_\_\_\_\_

CITY OF BELL GARDENS  
Mr. Phillip Wagner  
City Manager  
7100 Garfield Avenue  
Bell Gardens, CA 90201

\_\_\_\_\_  
Phillip Wagner, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

DATE: \_\_\_\_\_

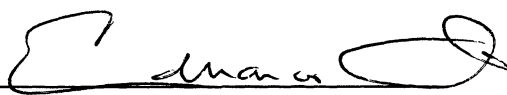
CITY OF COMMERCE  
Mr. Jorge Rifa  
City Administrator  
2535 Commerce Way  
Commerce, CA 90040

\_\_\_\_\_  
Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
  
City Attorney



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

DATE: \_\_\_\_\_

CITY OF CUDAHY  
Mr. Hector Rodriguez  
City Manager  
5220 Santa Ana Street  
Cudahy, CA 90201

\_\_\_\_\_  
Hector Rodriguez, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

DATE: \_\_\_\_\_

CITY OF HUNTINGTON PARK  
Mr. Rene Bobadilla, P.E.  
City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

\_\_\_\_\_  
Rene Bobadilla, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

DATE: \_\_\_\_\_

CITY OF MAYWOOD  
Ms. Lilian Myers  
City Manager  
4319 East Slauson Avenue  
Maywood, CA 90270

\_\_\_\_\_  
Lilian Myers, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

DATE: \_\_\_\_\_

CITY OF VERNON  
Mr. Mark Whitworth  
City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

\_\_\_\_\_  
Mark Whitworth, City Administrator

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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  
900 South Fremont Street  
Alhambra, CA 91803

\_\_\_\_\_  
NAME OF SIGNER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

EXHIBIT A

The Watershed Permittees and the District agree to pay for the cost of preparation of a WMP and CIMP. The District will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7<sup>th</sup>) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

TABLE 1

COST SHARING ALLOCATION  
FOR FORTY-FIVE PERCENT OF WMP COST

Watershed Permittee	Land Area (mi <sup>2</sup> )	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated and effective [MONTH] [DAY], [YEAR], and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and [CONSULTANT’S LEGAL NAME], a [CALIFORNIA CORPORATION/CALIFORNIA LIMITED LIABILITY COMPANY/CALIFORNIA LIMITED PARTNERSHIP/SOLE PROPRIETORSHIP, ETC.] (“Consultant”).

**RECITALS**

- A. GWMA has entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood and Vernon for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Management Program (“CIMP” as Required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MS4 Permit”) (“MOU”).
- B. The Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood and Vernon (the “Watershed Permittees”) manage and drain stormwater into at least a portion of the LAR Upper Reach 2 Sub Watershed (“LAR UR 2 Sub Watershed”).
- C. The MS4 Permit allows Permittees to prepare, adopt and implement a WMP and CIMP (collectively, “Plans”) in compliance with certain elements of the MS4 Permit.
- D. The Watershed Permittees have elected to prepare and adopt the Plans in compliance with certain elements of the MS4 Permit.
- E. Pursuant to the MOU, GWMA provides administrative coordination services to the Watershed Permittees in the preparation of the Plans and any additional services agreed to by the Watershed Permittees and approved by GWMA.
- F. The Watershed Permittees have created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist GWMA in coordinating the preparation of the Plans.
- G. The Watershed Permittees have authorized GWMA to hire and serve as a conduit for paying consultants, approved by the Watershed Permittees, to prepare the

Plans and any other plans and/or projects that the Watershed Permittees determine are necessary.

The parties agree as follows:

**SCOPE OF SERVICES**

1. Consultant shall provide the services (the “Services”) described in Exhibit A.

2. Project Name:

\_\_\_\_\_

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TIME FOR PERFORMANCE**

3. The term of this Agreement shall commence on the effective date of this Agreement and expire on [MONTH] [DAY], [YEAR], unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board.

**STANDARD OF PERFORMANCE**

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

**OWNERSHIP OF WORK PRODUCT**

5. Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively “work product”) are GWMA’s property. All copyrights that arise from work product shall vest in GWMA. Consultant waives



and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA's use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

**COMPENSATION AND METHOD OF PAYMENT**

6. GWMA shall pay Consultant, for the Services performed (please select one):
- a. On a time and materials basis at the following rates and up to the not-to-exceed amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_):  
\_\_\_\_\_  
\_\_\_\_\_
  - b. A flat amount of: \_\_\_\_\_ dollars (\$\_\_\_\_\_).

Consultant shall perform the Services for the amount(s) listed above. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties.

Consultant shall submit to GWMA a proposed annual budget for the Services to be performed during each calendar year of the term of this Agreement. The proposed annual budgets shall identify the proposed total annual budget amount and the proposed budget amounts for the periods of January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>. Consultant shall submit a proposed annual budget to GWMA on or before the 15<sup>th</sup> of April for the Services to be performed during the subsequent calendar year. GWMA will submit Consultant's annual

budgets to the LAR UR 2 Sub Watershed Committee no later than May 1<sup>st</sup> of each year for the Committee's approval and adoption.

Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the Services performed by each person for each task, including the days and hours worked.

Prior to releasing payment to Consultant, GWMA shall submit Consultant's invoices to the LAR UR 2 Sub Watershed Committee for final payment approval. The LAR UR 2 Sub Watershed Committee's decides whether to pay an invoice submitted by Consultant and informs GWMA of its decision. If the LAR UR 2 Sub Watershed Committee approve GWMA payment of an invoice, GWMA shall make payment to Consultant payable to: [payment address].

GWMA's payment obligations pursuant to this Agreement are payable solely from funds appropriated to GWMA by the Watershed Permittees to fulfill the purpose of this Agreement. GWMA and Consultant expressly agree that full funding for this Agreement over the term of this Agreement is contingent on GWMA's receipt of payment from each Watershed Permittee of its proportional costs of the Services. In the event of a Watershed Permittee's failure to pay its proportional costs of the Services to GWMA, GWMA may either reduce funding for this Agreement at a level that is proportionate to the reduction in GWMA's receipt of funds from the Watershed Permittees or suspend all or a portion of the Services being performed by Consultant.

#### **INDEPENDENT CONTRACTOR**

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

#### **CONFLICT OF INTEREST**

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

#### **INDEMNIFICATION**

9. Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents, in accordance with the terms of this

Section 9. Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

- a. To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, suits, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including legal costs, fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, for injury to or death of person(s), for damage to property (including property owned by GWMA or any Watershed Permittee), which result from, arise out of, pertain to, or relate to the negligent or intentional acts or omissions committed by Consultant, its officers, agents, representatives, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in Consultant's performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
- b. The indemnity under this Section 9 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 9 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees' right to recover under this Section 9, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section 9. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

## INSURANCE

### 10. Insurance Requirements.

- a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:
  1. 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;
  2. Automobile liability insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this Agreement with minimum combined single limits coverage of One Million Dollars (\$1,000,000); and
  3. Workers' compensation insurance as required by the State of California.
- b. The insurance required by this Section 10 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, GWMA's member agencies, the Watershed Permittees and their respective officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- c. The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA, the Watershed Permittees and their officers, employees, officials and agents, as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA and each Watershed Permittee, or shall explicitly allow Consultant to waive Consultant's right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA and each Watershed Permittee. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- d. Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 10, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this

Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 10.

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

## **TERMINATION**

### **11. Suspension and Termination by the Parties.**

- a. **Suspension by GWMA.** The Project Manager may suspend this Agreement or any portion of this Agreement or the Services required under this Agreement in accordance with Section 6 of this Agreement upon written notice to Consultant. Upon receipt of a notice of suspension, Consultant shall perform no further services except as specified in the notice. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of suspension, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of suspension and not previously reimbursed, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement.
- b. **Termination by GWMA.** The GWMA Governing Board may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days' written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. Consultant shall not have any other claim against GWMA by reason of such termination.
- c. **Termination by Consultant.** Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

**ADMINISTRATION**

12. GWMA’s representative for administration of this Agreement is the Executive Officer of GWMA, or such other person designated in writing by the GWMA Governing Board (“Project Manager”). Consultant’s representative for administration of this Agreement is [NAME] (“Consultant’s representative”), unless notified in writing by Consultant that additional representatives are authorized.

**NOTICES**

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

If to GWMA: Gateway Water Management Authority  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Consultant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

## **WAIVER**

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

## **ATTORNEY'S FEES**

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

## **EXHIBITS**

16. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of Exhibit A, the provisions of this Agreement shall control.

## **ENTIRE AGREEMENT**

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

## **MODIFICATION**

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

*[SIGNATURE PAGE FOLLOWS]*

The parties are signing this Agreement on the effective date.

GWMA

Consultant

Los Angeles Gateway Region Integrated  
Regional Water Management Authority

[COMPANY NAME],  
a [LEGAL ENTITY STATUS]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_