

**BOARD OF PUBLIC UTILITIES COMMISSIONERS**

1800 E. Wardlow Road, Long Beach, CA 90807
562.570.2300 | LBUtilities.org

June 26, 2025

Recommendation

Adopt Resolution No. UT-1540 approving the Amended and Restated Joint Exercise of Powers Agreement for Los Angeles Gateway Region Integrated Regional Water Management Authority (Agreement) and authorize the General Manager to execute the Agreement and any subsequent necessary amendments.

Executive Summary

In 2007, the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Powers Agreement (JPA) and created the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA). These cities share water resources, have common water quality, water supply, and stormwater runoff problems and issues, and are demographically similar. These common traits provided a unique opportunity to jointly find common, integrated, and coordinated solutions for the region's water-related issues through the Integrated Regional Water Management Plan (IRWMP) process.

The cities of the Los Angeles Gateway Region (Gateway Region), water agencies, and interested stakeholders developed an Integrated Regional Water Management Plan in 2011 to address these needs. On July 11, 2013, the Long Beach Board of Water Commissioners approved the Long Beach Water Department's participation in the Gateway Integrated Regional Water Management Plan.

GWMA decisions are made by GWMA member agency representatives. Stakeholders include cities, water districts, water companies, water wholesalers and groundwater suppliers, wastewater agencies, watershed-based environmental advocates, watershed organizations, and state and federal agencies. The Long Beach Public Utilities Department (LBPUD) attends GWMA Board Meetings, at which stakeholders work together towards goals identified in the Gateway Integrated Regional Water Management Plan, and stated below:

- Protect and enhance stormwater water quality
- Optimize and ensure water supply reliability
- Coordinate and integrate water resource management
- Provide stewardship of the Region's water dependent natural resources through enhancement of amenities and infrastructure

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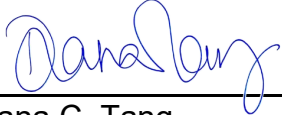
- Manage flood and storm waters to reduce flood risk and water quality impacts

GMWA goals and objectives align with LBPUD goals and objectives to provide safe, reliable and affordable sewer services that protect public health and our environment.

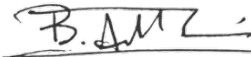
Additionally, as the LBPUD is in the process of updating our Sewer System Management Plan (SSMP) to conform with the most recent State Water Resources Control Board (SWRCB) Statewide General Waste Discharge Requirements (Sanitary Sewer Systems General Order), the department recognizes new infill and infiltration (I/I) requirements sanitary system operations must meet. I/I management is closely related to stormwater management – the better the local stormwater system is managed, the better I/I can be managed. For this reason, and in addition to the LBPUD's original intent for participation in the GWMA, continued participation in the regional JPA is beneficial to our long-term objectives for regional water quality management.

Fiscal Impact

The current annual cost of GWMA participation is \$15,000. This amount is budgeted in the Water Fund and Sewer Fund.



Diana C. Tang
Assistant General Manager



B. Anatole Falagán
General Manager

Attachments

RESOLUTION NO. UT-1540

A RESOLUTION OF THE LONG BEACH BOARD OF
PUBLIC UTILITIES COMMISSIONERS OF THE CITY OF LONG
BEACH APPROVING THE AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT FOR THE
LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT AUTHORITY

WHEREAS, the Long Beach Board of Public Utilities Commissioners (the
“Agency”) is a “local agency,” as defined in the Integrated Regional Water Management
Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”); and

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

WHEREAS, the Agency is a “public agency,” as defined in the Joint Exercise
of Powers Act, California Government Code Section 6500, et seq., and is authorized to
enter into an agreement to exercise powers common to the member public agencies.

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water
Management Authority (“GWMA”) was established to operate as a “regional water
management group,” as defined in and authorized by the IRWMPA, in order to (a)
implement a regional water resources management plan that will protect and enhance
regional water supplies, and to otherwise further the purposes of the IRWMPA, with
respect to the Gateway Region and (b) perform other regional responsibilities for water
development and management.

1 WHEREAS, through the GWMA, participating agencies also cooperate with
2 each other to implement certain portions of the Watershed Management Programs and
3 Coordinated Integrated Monitoring Programs, as those programs are described in the MS4
4 Permit, and to perform such other responsibilities for water quality.

5 WHEREAS, on April 10, 2025, the GWMA Board adopted, by a super-
6 majority vote, a proposed amendment to the GWMA's Joint Exercise of Powers Agreement
7 (the "Amended and Restated Agreement") to, among other things, update the purposes of
8 the GWMA relating to the MS4 Permit and to make other changes intended to modernize
9 the governance of the GWMA.

10 WHEREAS, the proposed Amended and Restated Agreement will take effect
11 upon adoption by a super-majority of the legislative bodies of the GWMA's members.

12 WHEREAS, the Agency's legislative body desires to continue participating in
13 the GWMA and to adopt the Amended and Restated Agreement.

14 NOW THEREFORE, the Board does determine, find and resolves as follows:

15 Section 1. The Long Beach Board of Public Utilities Commissioners
16 hereby approves the "Amended and Restated Joint Exercise of Powers Agreement for the
17 "Fifth Amended and Restated Joint Exercise of Powers Agreement for the Los Angeles
18 Gateway Region Integrated Regional Water Management Authority," attached hereto as
19 Exhibit "A" to this Resolution.

20 Section 2. The Board authorizes the General Manager to execute the
21 Amended and Restated Agreement approved in Section 1.

22 Section 3. This Resolution shall take effect immediately upon its adoption
23 by the Board, and the Secretary to the Board shall certify the vote adopting this Resolution
24 and shall forward a copy of this Resolution to the GWMA.

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I hereby certify that this Resolution was adopted by the Board of Public Utilities
Commissioners of the City of Long Beach at its meeting on _____, 2025,
by the following vote:

Ayes:	Commissioners:	_____

Noes:	Commissioners:	_____
Absent:	Commissioners:	_____

Secretary
Board Of Public Utilities Commissioners

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

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of April 10, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

4. Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super-majority of the Members, acting through their legislative bodies, adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed. A super-majority for purposes of this Section 4 shall mean the affirmative vote of two-thirds (2/3) of the Members.

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

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

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

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

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

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

(e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of two-thirds (2/3) of the Governing Board members present.

(f) Responsibilities. The Governing Board will:

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

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

7. Organization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Legal Actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

(signature)
Name: _____
Title: _____
City/Agency Name: _____

ATTEST BY:

APPROVED AS TO FORM BY:

(signature)
Name: _____
Title: _____

(signature)
Name: _____
Title: _____