

**EIGHTH AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN THE CITIES OF CLAREMONT, LA VERNE, POMONA, AND SAN DIMAS REGARDING THE ADMINISTRATION, DUTIES, AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM OF THE EAST SAN GABRIEL VALLEY WATERSHED MANAGEMENT GROUP**

This Eighth Amendment to the Agreement (EIGHT AMENDMENT) is entered into by and between the Cities of Claremont, La Verne, Pomona and San Dimas. Collectively, these entities shall be known herein as "Parties" or individually as "PARTY".

**RECITALS**

**WHEREAS**, in July and August of 2015, the PARTIES' City Councils approved the Cooperative Agreement (AGREEMENT) for the administration, duties, and cost sharing for implementation of the Coordinated Integrated Monitoring Program (CIMP) of the East San Gabriel Valley Watershed Management Group (ESGVWM Group);

**WHEREAS**, in each year from 2017-2023, at different times, the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendment were approved by the Parties;

**WHEREAS**, The First Amendment designated the City of Pomona as the lead agency (Lead Agency);

**WHEREAS**, to continue to complete the necessary CIMP elements, the Parties desire to enter into this Eighth Amendment to replace Exhibit B of the Agreement with Exhibit B-8 to reflect a cost share of Consultants' not to exceed amount contract;

**WHEREAS**, Section 7v. of the Agreement allows the Agreement to be amended, for reasons specified within Section 7v., so long as all Parties sign a written instrument;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in the agreement and all eight amendments, the Parties agree as follows:

1. The Recitals are true and correct and are hereby incorporated herein by this reference.
2. The City of Pomona shall remain Lead Agency and shall be the contracting party entering into contracts to carry out the CIMP on behalf of the ESGVWM Group.
3. Upon the commencement of the work associated with the Eight Amendment with Stantec for CIMP implementation services, the CIMP implementation funding contributions delineated in Exhibit of the Agreement shall be replaced with Exhibit B-8 (attached hereto as Exhibit B-8 and incorporated by reference), and the Parties shall, thereafter, fund CIMP implementation in accordance with Exhibit B-8 (attached).

4. Except as otherwise specifically provided herein, all other provisions of the Agreement and the First, Second, Third, Fourth, Fifth, Sixth, Seventh Amendments shall remain in full force and effect.
5. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Eighth Amendment.
6. **Counterparts.** This Eighth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Eighth Amendment to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

*[Signatures on following pages]*

**CITY OF CLAREMONT**

By \_\_\_\_\_  
Adam Pirrie, City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Shelley Desautels, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

**CITY OF LA VERNE**

By \_\_\_\_\_  
Ken Domer, City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Debra Fritz, Deputy City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

**CITY OF POMONA**

By \_\_\_\_\_  
Anita D. Gutierrez, City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Rosalia M. Butler, MMC, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Best Best & Krieger, City Attorney

\_\_\_\_\_  
Date

**CITY OF SAN DIMAS**

By \_\_\_\_\_  
Chris Constantin, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
Debra Black, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

## EXHIBIT B-8

\* Per the Cooperative Agreement, the cities share are calculated on the percent of total land area times the square miles (ESGVWMG Watershed Area column).

\*\* The percentage of contract column is the total cost including the 10% fee to lead agency.

### B-8

#### East San Gabriel Valley Watershed Management Group

**Table 1. Implementation of CIMP - July 1, 2024 to June 30, 2025**

Agency	ESGVWMG Watershed Area		Stantec Contract Award (Not to Exceed)	90% Watershed Area Based Cost Allocation*	10% General Cost Allocation (Based on Contract Award)	Fiscal Year 2023-2024
	Square Miles	% Total	\$654,024.40	\$588,621.96	\$65,402.44	\$654,024.40
Claremont	7.16	18.36%		\$108,070.99	\$16,350.61	\$124,421.60
La Verne	5.76	14.77%		\$86,939.46	\$16,350.61	\$103,290.07
Pomona	19.47	49.94%		\$293,957.81	\$16,350.61	\$310,308.42
San Dimas	6.60	16.93%		\$99,653.70	\$16,350.61	\$116,004.31
<b>Totals =</b>	<b>38.99</b>	<b>100%</b>		<b>\$588,621.96</b>	<b>\$65,402.44</b>	<b>\$654,024.40</b>

\* Contract Award multiplied by the "% Total" multiplied by 90%

**Table 2. Lead Agency Coordination**

Agency	10% Fee For Lead Agency Coordination **
Claremont	\$16,350.61
La Verne	\$16,350.61
Pomona	\$16,350.61
San Dimas	\$16,350.61
<b>Totals =</b>	<b>\$65,402.44</b>

\*\*Page 2 of Agreement, 4th paragraph states 10% of the Consultant Contract Award

**Table 3. Total Agency Cost**

Agency	Total Not To Exceed for Agencies CIMP Implementation (Tables 1 and 2)
Claremont	\$140,772.21
La Verne	\$119,640.68
Pomona	\$326,659.03
San Dimas	\$132,354.92
<b>Totals =</b>	<b>\$719,426.84</b>