

NINTH 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 Ninth Amendment to the Agreement (NINTH 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, each of the Parties’ City Councils approved the Cooperative Agreement (Agreement) for the administration and cost sharing for implementation of the Regional Water Quality Control Board approved Coordinated Integrated Monitoring Program (CIMP) of the East San Gabriel Valley Watershed Management Group (ESGVWM Group);

WHEREAS, in each year from 2017-2024, at different times, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eight Amendment to the Agreement was 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 Ninth Amendment to replace Exhibit B of the Agreement with Exhibit B-9 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 nine amendments, the Parties agree as follows:

1. The above 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 Ninth Amendment with Stantec for CIMP implementation services, the CIMP implementation funding contributions delineated in Exhibit B of the Agreement shall be replaced with Exhibit B-9 (attached hereto as Exhibit B-9 and incorporated by reference), and the Parties shall, thereafter, fund CIMP implementation in accordance with Exhibit B-9.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth 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 Ninth Amendment.
6. **Counterparts.** This Ninth 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 Ninth 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

6/5/2025

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. Scott, City Manager

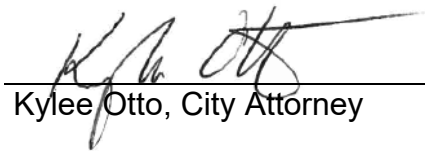
Date

ATTEST:

By _____
Rosalia M. Butler, MMC, City Clerk

Date

APPROVED AS TO FORM:

By  _____
Kylee Otto, City Attorney

Date

CITY OF SAN DIMAS

By _____
Brad McKinney, City Manager

Date

ATTEST:

By _____
Debra Black, City Clerk

Date

APPROVED AS TO FORM:

By _____
City Attorney

Date

EXHIBIT B-9

* Per the Cooperative Agreement, the Parties' share were 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.

East San Gabriel Valley Watershed Management Group

Table 1. Implementation of CIMP - July 1, 2025 to June 30, 2026

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 2025-2026
	Square Miles	% Total	\$653,767.55	\$588,390.80	\$65,376.76	\$653,767.55
Claremont	7.16	18.36%		\$108,028.55	\$16,344.19	\$124,372.74
La Verne	5.76	14.77%		\$86,905.32	\$16,344.19	\$103,249.51
Pomona	19.47	49.94%		\$293,842.36	\$16,344.19	\$310,186.55
San Dimas	6.60	16.93%		\$99,614.56	\$16,344.19	\$115,958.75
Totals =	38.99	100%		\$588,390.80	\$65,376.76	\$653,767.55

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

Table 2. Lead Agency Coordination

Agency	10% Fee For Lead Agency Coordination **
Claremont	\$16,344.19
La Verne	\$16,344.19
Pomona	\$16,344.19
San Dimas	\$16,344.19
Totals =	\$65,376.76

**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	\$140,716.93
La Verne	\$119,593.70
Pomona	\$326,530.74
San Dimas	\$132,302.94
Totals =	\$719,144.31