

THIRD 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 THIRD AMENDMENT TO THE AGREEMENT (THIRD 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 Council's approved the Cooperative 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 (ESGVWMG);

WHEREAS, in September of 2017, the PARTIES City Council's approved the FIRST Amendment to the Cooperative Agreement (AGREEMENT) for the City of Pomona to become LEAD AGENCY and ; cost sharing for implementation of the Coordinated Integrated Monitoring Program (CIMP) of the East San Gabriel Valley Watershed Management Group (ESGVWMG);

WHEREAS, in August 2018, the PARTIES City Council's approved the SECOND Amendment to the Cooperative Agreement (AGREEMENT) for cost sharing for implementation of the Coordinated Integrated Monitoring Program (CIMP) of the East San Gabriel Valley Watershed Management Group (ESGVWMG);

WHEREAS, if all PARTIES agree in writing for future proposals for CIMP implementation with Stantec Consulting, LEAD AGENCY can move forward and amend Professional Services Agreements for cost sharing for the implementation of the Coordinated Integrated Monitoring Program (CIMP) of the East San Gabriel Valley Watershed Management Group (ESGVWMG);

WHEREAS, per Section 7.v of the Cooperative Agreement allows the Agreement to be amended by all PARTIES written consent;

WHEREAS, per the third Recital on Page 2 of the AGREEMENT, the LEAD AGENCY shall be the contracting party entering into contracts to carry out the CIMP on behalf of the ESGVWMG;

WHEREAS, the LEAD AGENCY entered into a Professional Services Agreement in September 2017, with Stantec Consulting Services for FY2017-18 and FY 2018-19 (6 months) on behalf of the ESGVWMG in the amount not to exceed of \$506,638 for cost sharing as per the Agreement;

WHEREAS, the LEAD AGENCY approved a FIRST AMENDMENT to the Professional Services Agreement in August 2018, with Stantec Consulting Services for

FY2018-19 and FY2019-20 (6 months) on behalf of the ESGVWMG in the amount not to exceed of \$329,897 for cost sharing as per the Agreement;

WHEREAS, the LEAD AGENCY approved a SECOND AMENDMENT to the Professional Services Agreement in June 2019, with Stantec Consulting Services for FY2019-20 on behalf of the ESGVWMG in the amount not to exceed of \$333,297 for cost sharing as per the Agreement;

WHEREAS, the PARTIES, desire to enter into this THIRD AMENDMENT to amend Exhibit B-2 of the AGREEMENT to reflect revised consultant costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promise contained in the THIRD AMENDMENT, SECOND AMENDMENT, FIRST AMENDMENT, and AGREEMENT, the PARTIES agree as follows:

1. The Recitals are true and correct and are hereby incorporated herein by this reference.
2. The LEAD AGENCY shall be the contracting party entering into contracts to carry out the Coordinated Integrated Monitoring Program (CIMP) on behalf of the ESGVWMG.
3. Upon the commencement of the term of Pomona's consultant agreement with Stantec for CIMP implementation services, the CIMP implementation Funding Contributions in Exhibit B-2 of the AGREEMENT shall be replaced with Exhibit B-3 (attached hereto as Exhibit 1 and incorporated by reference), and the PARTIES shall, thereafter, fund CIMP implementation in accordance with Exhibit B-3 (attached).
4. **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 THIRD AMENDMENT.
5. **Counterparts.** This THIRD 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 THRID 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 _____
Tara Schultz, City Manager

Date

ATTEST:

By _____
Shelley Desautels, City Clerk

Date

APPROVED AS TO FORM:

By _____
Rutan & Tucker, City Attorney

Date

CITY OF LA VERNE

By _____
Robert Russi, City Manager

Date

ATTEST:

By _____
Lupe Estrella, Assistant City Clerk

Date

APPROVED AS TO FORM:

By _____
Robert Kress, City Attorney

Date

CITY OF POMONA

By _____
Linda Lowry, City Manager

Date

ATTEST:

By _____
Rosalia M. Butler, City Clerk

Date

APPROVED AS TO FORM:

By _____
Christi Hogin, Interim City Attorney

Date

CITY OF SAN DIMAS

By _____
Kenneth J. Duran, City Manager/City Clerk

Date

ATTEST:

By _____
Debra Black, Assistant City Clerk

Date

APPROVED AS TO FORM:

By _____
Jeff M Malawy, City Attorney

Date

EXHIBIT B-3

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East San Gabriel Valley Watershed Management Group

Implementation of CIMP - July 1, 2019 to June 30, 2020

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 2019-2020 Combined Approved/New Cost
	Square Miles	% Total	\$352,110	\$316,899	\$35,211	\$352,110
Claremont	7.16	18.36%		\$58,183	\$8,803	\$66,985
La Verne	5.76	14.77%		\$46,806	\$8,803	\$55,609
Pomona	19.47	49.94%		\$158,259	\$8,803	\$167,062
San Dimas	6.60	16.93%		\$53,651	\$8,803	\$62,454
Totals =	38.99	100%		\$316,899	\$35,211	\$352,110

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

Table 2. Lead Agency Coordination

Agency	10% Fee For Lead Agency Coordination For Fiscal Year
Claremont	\$8,803
La Verne	\$8,803
Pomona	\$8,803
San Dimas	\$8,803
Totals =	\$35,211

Table 3. Total Agency Cost

Agency	Total Not To Exceed for Agencies CIMP Implementation (Tables 1 and 2)
Claremont	\$75,788
La Verne	\$64,411
Pomona	\$175,865
San Dimas	\$71,257
Totals =	\$387,321

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