

# 33407

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY AND  
THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN  
GARDENS, LA MIRADA, LAKEWOOD, NORWALK, PICO RIVERA, SANTA FE SPRINGS,  
WHITTIER, LONG BEACH, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
FOR  
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT 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 **FIRST AMENDMENT** to the 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 Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

**1. Recitals.** This **FIRST AMENDMENT** is made with respect to the following facts and purposes:

A. For the purposes of this First Amendment, the term “Watershed Permittees” shall mean the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “PARTIES”; and

C. On August 1, 2013, the PARTIES entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, Long Beach, 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”), collectively the “Plans” 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 (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The PARTIES now desire to amend the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocations set forth in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans") which is attached hereto and made a part hereof; and

F. The Parties have determined that authorizing GWMA to hire a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties desire to collaboratively prepare a Scope of Work and Request for Proposals to obtain a consultant to assist the Parties with implementation required by the Plans.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-G of Section 1 of this First Amendment, which is set forth in Section 1 of this First Amendment and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, except for construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."

4. Section 3 of the MOU entitled "Cooperation" is hereby amended to read as follows:

"Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU. The Watershed Permittees shall prepare a final Scope of Work and Request for Proposals/Qualifications to seek and hire a consultant to assist the Parties with implementation of the Plans, and GWMA shall assist with soliciting proposals from consultants to implement the Plans and shall administer said consultants' contracts."

5. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2020, unless sooner terminated as provided herein."

6. Section 8 of the MOU entitled "Role of the GWMA" is hereby amended in its entirety to read as follows:

"Section 8. Responsibilities of the Parties.

- a) Responsibilities of the GWMA. The GWMA agrees to: (i) solicit proposals for preparation and implementation of the Plans; (ii) administer the selected consultants' ("Consultants") contracts in accordance with the Scopes of Work prepared by the Watershed Permittees; and (iii) serve as a conduit for paying the Consultants, as approved and funded by the Watershed Permittees.
- b) Responsibilities of the LSGR Watershed Committee. The LSGR Watershed Committee agrees to:
  - i. LACFCD Facilities/Mass Emissions Stations. Obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties ("Facilities"), and provide written notice 72 hours in advance of entry to LACFCD's Facilities. If approved by the GWMA, the GWMA may obtain this permit as identified above.
  - ii. Supervise Consultants. Supervise the Consultants' preparation and implementation of the Plans.
  - iii. Submit reports to the Regional Board as described in the Plans and distribute copies of the reports to the Watershed Permittees prior to submittal to the Regional Board for review and comment. The LSGR Watershed Committee will provide the Watershed Permittees with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the Consultants. In addition, the LSGR Watershed Committee will make available to the Watershed Permittees the data used to prepare the reports. This data will be available electronically in a Microsoft Excel or equivalent format that contains the table structure and syntax agreed upon by the LSGR Watershed Committee.
- c) Responsibilities of the Los Angeles County Flood Control District ("LACFCD"). LACFCD agrees to:
  - i. LACFCD Mass Emissions Station ("MES") Monitoring. Provide available monitoring data from the existing Coyote Creek MES, owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.

- ii. Access to LACFCD Facilities/Mass Emissions Stations. To grant access to the LSGR Watershed Committee and/or the GWMA, and its Consultants to LACFCD Facilities, including LACFCD's Coyote Creek MES, to achieve the purposes of this MOU, provided the LSGR Watershed Committee and its CONSULTANT obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's Facilities. Access permits will be issued by the LACFCD at no cost to the Parties and their Consultants. Permits for construction or installation of structures in LACFCD right of way will incur fees to cover the cost of review, inspection, etc. by LACFCD.
- d) Responsibilities of the Watershed Permittees. The Watershed Permittees agree to:
- i. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultants that is deemed necessary by the Parties to implement the Plans.
  - ii. Access. Each Watershed Permittee will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to each Watershed Permittee's Facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the Watershed Permittee's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable Watershed Permittee.
  - iii. Permit. The Watershed Permittees will make a full-faith effort to work with the Consultants to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each Watershed Permittee's jurisdiction."

7. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoring and preparation of any WMP addenda for their individual

tributary areas as provided in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans").

- c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable 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 GWMA Board.
- d) GWMA shall submit an invoice to each Watershed Permittee upon selection of Consultants reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30<sup>th</sup>. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LSGR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- e) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- f) By March 15<sup>th</sup> of each year, commencing March 15, 2015, the LSGR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the LSGR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30<sup>th</sup> of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- g) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a) of the MOU.
- h) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LSGR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LSGR 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 Formulas in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- i) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice 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.
- j) 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.
- k) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formulas in **Exhibit "B1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans").

8. Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:

"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 Formulas in **Exhibit "B1"**

("Cost Share Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Share Formula for Implementation of the Plans"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU."

**9.** **Exhibit "B"** ("Cost Sharing Formula") of the MOU shall be renamed "**Exhibit 'B1'**" ("Cost Sharing Formula for Preparation of the Plans").

**10.** A new **Exhibit "B2"** ("Cost Sharing Formula for Implementation of the Plans") is hereby added to the MOU to read as set forth in **Exhibit "B2"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

**10.** Except for the changes specifically set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

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

DATE: 6/11/15

LOS ANGELES GATEWAY REGION INTEGRATED  
REGIONAL WATER MANAGEMENT JOINT  
POWERS AUTHORITY




Chris Cash  
GWMA Chair

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

DATE: 10/26/15

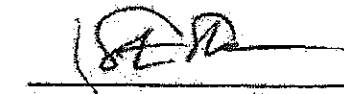
CITY OF ARTESIA  
Mr. William Rawlings  
City Manager  
18747 Clarkdale Avenue  
Artesia, CA 90701

  
William Rawlings  
City Manager

ATTEST:

  
Gloria Considine  
City Clerk

APPROVED AS TO FORM:


  
~~Kevin G. Ferris~~ Steven Skolwitz  
Legal Counsel



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

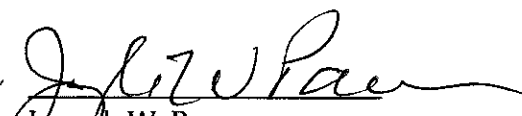
DATE: 6/9/15

CITY OF BELLFLOWER  
Mr. Jeffrey L. Stewart  
City Manager  
City of Bellflower  
16600 Civic Center Drive  
Bellflower, CA 90706

  
\_\_\_\_\_  
Jeffrey L. Stewart  
City Manager

ATTEST:

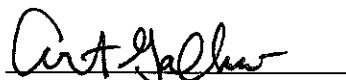
APPROVED AS TO FORM:

  
Debra D. Bauchop  
City Clerk  
Joseph W. Pannone  
City Attorney

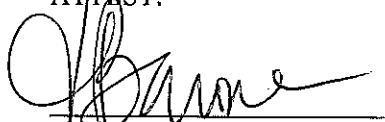
IN WITNESS WHEREOF, the Parties hereto have caused this **FIRST AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: 7-28-15


CITY OF CERRITOS  
Mr. Art Gallucci  
City Manager  
P.O. Box 3130  
Cerritos, CA 90703-3130

  
Art Gallucci  
City Manager

ATTEST:

  
Vida Barone  
City Clerk

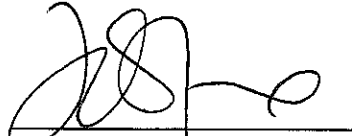
APPROVED AS TO FORM:

  
Mark Steres  
City Attorney

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


DATE: 6/17/15

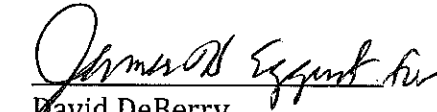
CITY OF DIAMOND BAR  
Mr. James DeStefano  
City Manager  
21810 Copley Drive  
Diamond Bar, CA 91765

  
\_\_\_\_\_  
Jim DeStefano  
City Manager

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tommy A. Cribbins  
City Clerk

  
\_\_\_\_\_  
David DeBerry  
City Attorney

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


DATE: 7-15-15

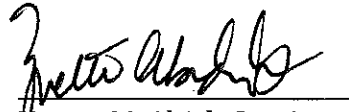
CITY OF DOWNEY  
Mr. Gilbert A. Livas  
City Manager  
11111 Brookshire Avenue  
Downey, CA 90241

  
\_\_\_\_\_  
Gilbert A. Livas  
City Manager

ATTEST:

APPROVED AS TO FORM:

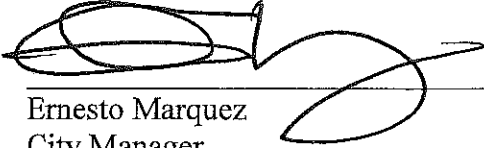
  
\_\_\_\_\_  
Adria M. Jimenez, CMC  
City Clerk

  
\_\_\_\_\_  
Yvette M. Abich Garcia  
City Attorney

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

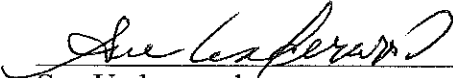
DATE: 6/25/2015


CITY OF HAWAIIAN GARDENS  
Mr. Ernesto Marquez  
City Manager  
21815 Pioneer Blvd  
Hawaiian Gardens, CA 90716

  
\_\_\_\_\_  
Ernesto Marquez  
City Manager

ATTEST:

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Sue Underwood  
City Clerk

  
\_\_\_\_\_  
Omar Sandoval  
City Attorney

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

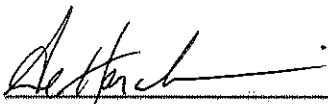
DATE: 7/16/15

CITY OF LA MIRADA  
Mr. Jeff Boynton  
City Manager  
13700 La Mirada Blvd  
La Mirada, CA 90638

  
\_\_\_\_\_  
Jeff Boynton  
City Manager

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anne Haraksin  
City Clerk

\_\_\_\_\_  
James Markman  
Legal Counsel

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

DATE: June 23, 2015

CITY OF LAKEWOOD  
Mr. Jeff Wood  
Mayor  
5050 Clark Avenue  
Lakewood, CA 90712

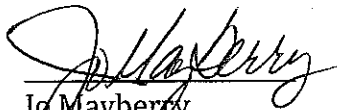


---

Jeff Wood  
Mayor

ATTEST:

APPROVED AS TO FORM:



---

Jo Mayberry  
City Clerk



---

Steve Skolnik  
City Attorney

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

DATE: 4/25/16

CITY OF LONG BEACH  
Mr. Patrick H. West  
City Manager  
333 West Ocean Boulevard, 13<sup>th</sup> Floor  
Long Beach, CA 90802



Patrick H. West Assistant City Manager  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

ATTEST:

APPROVED AS TO FORM:



~~Poonam Davis~~ Maria del Luz  
City Clerk Garcia

Charles Parkin  
City Attorney

By:



Deputy City Attorney


4-14-16



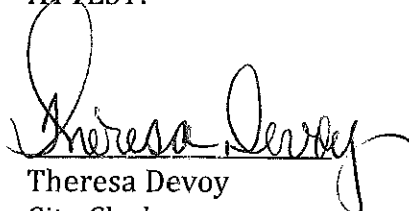
IN WITNESS WHEREOF, the Parties hereto have caused this **FIRST AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: 6/24/15


CITY OF NORWALK  
Mr. Michael J. Egan  
City Manager  
12700 Norwalk Blvd  
Norwalk, CA 90650

  
\_\_\_\_\_  
Michael J. Egan  
City Manager

ATTEST:

  
\_\_\_\_\_  
Theresa Devoy  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steve Skolnik  
Legal Counsel

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


DATE: 7/9/15

CITY OF PICO RIVERA  
Mr. Rene Bobadilla, P.E.  
City Manager  
6615 Passons Boulevard  
Pico Rivera, CA 90660



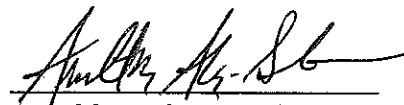
Rene Bobadilla, P.E.  
City Manager

ATTEST:



Anna M. Jerome  
City Clerk

APPROVED AS TO FORM:

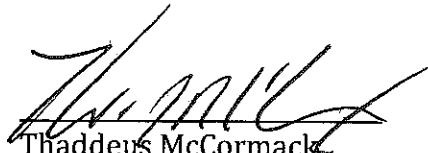


Arnold M. Alvarez-Glasman  
City Attorney

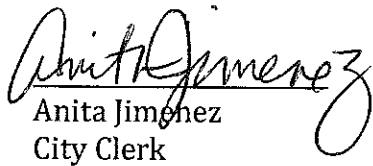
IN WITNESS WHEREOF, the Parties hereto have caused this **FIRST AMENDMENT** to be executed on their behalf, respectively, as follows:

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

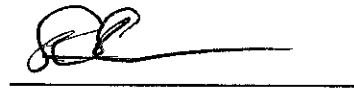
CITY OF SANTA FE SPRINGS  
Mr. Thaddeus McCormack  
City Manager  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

  
Thaddeus McCormack  
City Manager

ATTEST:

  
Anita Jimenez  
City Clerk

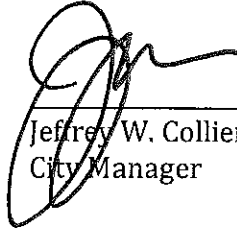
APPROVED AS TO FORM:

  
Steve Skolnik  
City Attorney

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

DATE: 7-14-15

CITY OF WHITTIER  
Mr. Jeffrey W. Collier  
City Manager  
13230 Penn Street  
Whittier, CA 90602

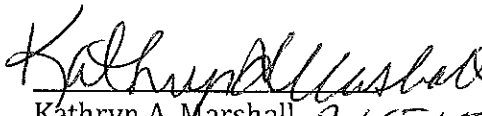


---

Jeffrey W. Collier  
City Manager

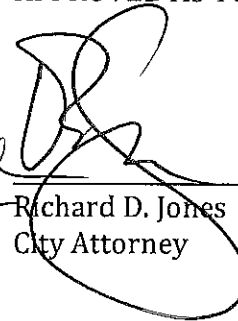
ATTEST:

APPROVED AS TO FORM:



---

Kathryn A. Marshall  
City Clerk-Treasurer



---

Richard D. Jones  
City Attorney

7.15.15

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

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

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT  
County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Fl.  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

By:

  
Chief Engineer

APPROVED AS TO FORM:

Mark J. Saladino  
County Counsel

  
Deputy

**EXHIBIT "B1"**

Estimated cost share for WMP and CIMP development  
and early action monitoring for FY 2013-14  
Lower San Gabriel River Watershed

<b>Reach 1, 2, 3 and Coyote Creek</b>				
WMP/CIMP		\$643,155		
Early Action Monitoring		\$85,000	<b>TOTAL</b>	<b>\$750,000</b>
GWMA Administration (3%)		\$21,845		
LACFCD Allocation <sup>1</sup> (10% Total less early action monitoring and early action administration)				\$66,245
Distributed Cost (Total – LACFCD Allocation)				\$683,755
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency
Artesia	1.62	\$11,120	\$9,768	\$20,888
Bellflower	1.90	\$13,042	\$9,768	\$22,810
Cerritos	8.82	\$60,542	\$9,768	\$70,310
Diamond Bar	7.13	\$48,941	\$9,768	\$58,709
Downey	6.62	\$45,441	\$9,768	\$55,209
Hawaiian Gardens	0.96	\$6,590	\$9,768	\$16,358
La Mirada	7.84	\$53,815	\$9,768	\$63,583
Lakewood	2.02	\$13,866	\$9,768	\$23,633
Long Beach	3.34	\$22,926	\$9,768	\$32,694
Norwalk	9.76	\$66,994	\$9,768	\$76,762
Pico Rivera <sup>4</sup>	6.14	\$63,891	\$9,768	\$73,659
Santa Fe Springs	8.88	\$60,954	\$9,768	\$70,722
Whittier	14.66	\$100,628	\$9,768	\$110,396
Caltrans <sup>3</sup>	TBD	TBD	\$9,768	\$9,768
<b>TOTAL</b>	<b>79.69</b>	<b>\$547,004</b>	<b>\$136,751</b>	<b>\$683,755</b>
<b>San Jose Creek<sup>2</sup></b>				
WMP/CIMP		\$75,000		
GWMA Administration (3%)		\$2,250	<b>TOTAL</b>	<b>\$77,250</b>
LACFCD Allocation (10%)				
Distributed Cost (Total – LACFCD Allocation)				\$69,525
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency
Diamond Bar	7.76	\$55,620	\$6,953	\$62,573
Caltrans <sup>3</sup>	TBD	TBD	\$6,953	\$6,953
<b>TOTAL</b>	<b>7.76</b>	<b>\$55,620</b>	<b>\$13,905</b>	<b>\$69,525</b>
<b>NOTES:</b>				
<ul style="list-style-type: none"> <li>• <sup>1</sup> The Districts at this time has not committed to funding the early-action monitoring (\$85,000).</li> <li>• <sup>2</sup> The inclusion of the San Jose Creek drainage area has been estimated to be \$75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans.</li> <li>• <sup>3</sup> Caltrans and additional members' shares are to be determined.</li> <li>• <sup>4</sup> Includes first year's payment adjustment of \$21,745</li> <li>• Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.</li> <li>• Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in</li> </ul>				

the number of participating agencies, refinements in mapping, and changes in boundaries.

**EXHIBIT "B2"**

**Cost Share Formula for Implementation of the Plans**

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of the WMP and CIMP, following this cost sharing allocation.

**Cost Sharing Formula  
beginning July 1, 2015 through September 30, 2020.**

Agency	Area (sq mi)	80% of cost proportioned based on area	20% of cost proportioned equally	TOTAL Per Agency	TOTAL Per Agency	TOTAL Per Agency
Artesia	1.62	\$1,408	\$1,462	\$2,869	\$14,347	\$22,955
Bellflower	1.9	\$1,651	\$1,462	\$3,113	\$15,564	\$24,902
Cerritos	8.82	\$7,665	\$1,462	\$9,127	\$45,634	\$73,014
Diamond Bar	14.89	\$12,940	\$1,462	\$14,402	\$72,010	\$115,216
Downey	6.62	\$5,753	\$1,462	\$7,215	\$36,074	\$57,718
Hawaiian Gardens	0.96	\$834	\$1,462	\$2,296	\$11,479	\$18,367
La Mirada	7.84	\$6,813	\$1,462	\$8,275	\$41,375	\$66,200
Lakewood	2.02	\$1,756	\$1,462	\$3,217	\$16,085	\$25,736
Long Beach	3.34	\$2,903	\$1,462	\$4,364	\$21,821	\$34,914
Norwalk	9.76	\$8,482	\$1,462	\$9,944	\$49,718	\$79,549
Pico Rivera	6.14	\$5,336	\$1,462	\$6,798	\$33,988	\$54,381
Santa Fe Springs	8.88	\$7,717	\$1,462	\$9,179	\$45,894	\$73,431
Whittier	14.66	\$12,741	\$1,462	\$14,202	\$71,010	\$113,617
<b>Sub-Total</b>	<b>87.45</b>	<b>\$76,000</b>	<b>\$19,000</b>	<b>\$95,000</b>	<b>\$475,000</b>	<b>\$760,000</b>
LACFCD*	Contribute 5% of total			\$5,000	\$25,000	\$40,000
<b>Total</b>				<b>\$100,000</b>	<b>\$500,000</b>	<b>\$800,000</b>

\*The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the above Cost Share Formula for an annual not-to-exceed amount of \$100,000. From time to time special studies will be conducted and LACFCD's contribution for those studies will be up to 10%.

**NOTES:**

- *Cal Trans and other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants may be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*