

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY **33406**  
AND

THE CITIES OF DOWNEY, LAKEWOOD LONG BEACH, LYNWOOD, PARAMOUNT,  
PICO RIVERA, SIGNAL HILL, SOUTH GATE 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 (REGIONAL WATER BOARD),  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL  
SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 ("MS4  
PERMIT")

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013 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 Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District ("District"), (hereafter jointly referred to as the "Watershed Permittees"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain and convey stormwater wholly or partially into Reach 1, Reach 2, and the estuary of the Los Angeles River, the Rio Hondo and Compton Creek hereafter referred to as the Lower Los Angeles River Watershed ("Lower LAR") as shown on Exhibit A; and

WHEREAS, several of the Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas that are within the jurisdiction of the Watershed Permittees and also tributary to Reach 1 and 2 of the Los Angeles River, Compton Creek, the Rio Hondo and the estuary of the Los Angeles River; and

WHEREAS, in 2009, the Watershed Permittees, excepting the District, created Technical Committees ("TMDL Committees") consisting of voluntary representatives from the Watershed Permittees, except the District, for the preparation of Implementation Plans for the Los Angeles River Metals TMDL ("Metals TMDL"); and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is January 11, 2028; and,

WHEREAS, in 2009, the Watershed Permittees, excepting the District, entered into MOUs with the Gateway Cities Council of Governments and the San Gabriel Valley Council of Governments to act as the fiduciary agents for the development of the Metals TMDL Implementation Plans for Reach 1 including Compton Creek and Reach 2 including Rio Hondo respectively; and

WHEREAS, the MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees and the GWMA wish to maintain continuity of the Metals TMDL Committees in coordinating the preparation and submission of the plans to the Regional Water Board; and

WHEREAS, the California Department of Transportation ("Caltrans") and Long Beach are regulated under separate MS4 permits; and

WHEREAS, if Caltrans enters into the MOU, the payment formula in Table 1 will be modified as agreed to by the Parties and Caltrans will be a Watershed Permittee for purposes of this MOU; and

WHEREAS, on May 20, 2013 the Watershed Permittees excepting the District, voted to change the name of the TMDL Committees to the Lower Los Angeles River Watershed Committee ("Lower LAR Watershed Committee") to reflect the expanded duties; and

WHEREAS, the TMDL Committees and representatives of Pico Rivera, Downey, Paramount and the District decided at a meeting held on April 22, 2013 to prepare a Watershed Management Program ("WMP") with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Lower LAR Watershed Committee prior to December 28, 2013; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, there are remaining funds on deposit with the Gateway Cities Council of Governments for use in implementation measures for the Metals TMDL and the Lower LAR Watershed Committee approved spending the remaining funds for the development of the Plans; and

WHEREAS, the Lower LAR Watershed Committee has approved a Scope of Work ("Exhibit C"); and

WHEREAS, the Watershed Permittees have determined to pay their respective share of the costs of preparing the Plans and other related costs ("Respective Costs") to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, and any additional services agreed to by the Watershed Permittees working through the Lower LAR Watershed Committee and as approved by the GWMA.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall be from August 1, 2013 to June 30, 2014, and, unless terminated by the Parties, shall automatically renew annually through January 11, 2028 for monitoring, implementation coordination and compliance reporting as deemed necessary by the Lower LAR Watershed Committee. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. Lower LAR Watershed Committee Representative.

- a) Each Watershed Permittee shall appoint a representative ("Representative") to the Lower LAR Watershed Committee. Each member shall have one vote on the Lower LAR Watershed Committee.

- b) The Lower LAR Watershed Committee shall appoint a Representative (“Representative”) and may appoint an Alternate Representative (“Alternate Representative”), each of whom shall have the authority to speak on behalf of the Lower LAR Watershed Committee to the GWMA on decisions to be made by the Lower LAR Watershed Committee. The Lower LAR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GWMA may rely on written directions from either the Representative or the Alternate Representative. In the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative’s direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants (“Consultant”) shall prepare the Plans and any other plans and/or projects that the Lower LAR Watershed Committee have determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the Lower LAR Watershed Committee and the GWMA on the approval of the Consultant and any other work the Lower LAR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA informs the GWMA in writing that the Lower LAR Watershed Committee has approved. The District’s total costs shall not exceed \$74,483.00 without the District’s written agreement. In the event the Lower LAR Watershed Committee approves an increase in the budget pursuant to Section 9-d, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs, unless the Group informs the GWMA within that time that the other Watershed Permittees agrees to absorb the District’s additional Respective Costs.
- b) Each Permittee shall also pay a share of GWMA’s staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including 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 Permittee to cover each Permittee’s

share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA Policy Board.

- c) GWMA shall submit an invoice to each Permittee reflecting each Permittee's estimated Respective Costs and MOU costs through the following June 30<sup>th</sup> or December 31<sup>st</sup>, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the Lower LAR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the Lower LAR Watershed Committee as expressed in writing by the Representative or Alternate Representative.
- d) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or subsequent years in excess of any budget approved by the GWMA and the Lower LAR Watershed Committee unless the Lower LAR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the Lower LAR Watershed Committee does not provide authorization to incur these additional obligations.
- e) Upon receiving the first and each subsequent invoice, each Permittee shall pay their Respective Costs and MOU costs to the GWMA within forty-five days (45) days of receipt.
- f) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the Lower LAR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the Lower LAR Watershed Committee recommendation by June 30<sup>th</sup>. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the Group. Each successive year commencing with the 2014-15 fiscal year, any budget in excess of \$250,000 as adjusted by the local April to March annual CPI, will require an amendment to this MOU.
- g) A Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the Lower LAR Watershed Committee directs to

effectuate payment: 1) verbally contact the representative of the Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Table 2 or such other formula to which the Watershed Permittees shall direct to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators, the delinquent Permittee's participation in this MOU will be terminated and the Cost Share Formula in Exhibit B will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- h) GWMA may suspend or modify the scope of the work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/Administrators/Representatives of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund, during the time that the payment is delinquent.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.
- k) The Watershed Permittees with the exception of the District and Caltrans previously funded Los Angeles River Metals TMDL Implementation Plans through separate MOUs. The MOU with the GCCOG has funds remaining and are to be used to fund the development of Plans prior to the use of any funds from this MOU. These funds shall not be used to defray costs under this MOU on behalf of the District or Caltrans.

- l) Other agencies may enter into this MOU upon written approval of the Parties. Any 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 July 1, 2010, unless otherwise agreed to by the Parties.

Section 10. Independent Contractor.

- a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.
- b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless each other Party as well as each Party's officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Party's performance under this MOU, except for such loss as may be caused

by GWMA's or any other Party's gross negligence or intentional acts or those of any of its officers, employees, or other representatives and agents other than the Consultants.

- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.
- d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:
  - i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;
  - ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);
  - iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and
  - iv. Workers' Compensation insurance as required by the State of California.
- e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.



Section 12. Termination.

- 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 Respective Costs and 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' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.
- b) The GWMA may, with a two-thirds(2/3) vote of the GWMA's full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Miscellaneous.

- a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast  
GWMA Executive Officer

16401 Paramount Boulevard  
Paramount, CA 90723

To the Watershed Permittees:

Mr. John Oskoui  
Assistant City Manager/Director of Public Works  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241

Ms. Lisa A. Rapp  
Director of Public works  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Mr. Anthony Arevalo  
Storm Water/Environmental Compliance  
Storm Water Management, a Division  
City of Long Beach  
333 West Ocean Boulevard, 9<sup>th</sup> Floor  
Long Beach, CA 90802

Mr. Roger L. Haley  
City Manager  
City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262

Mr. Christopher S. Cash  
Public Works Director  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

Mr. Arturo Cervantes, PE  
Director of Public Works/City Engineer  
City of Pico Rivera  
6615 Passon Boulevard  
Pico Rivera, CA 90660

Mr. Steve Myrter  
Public Works Director  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90775

Mr. Mohammad Mostahkami  
Director of Public Works/City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 99280

Mr. Gary Hildebrand  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

- b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the Lower LAR Watershed Committee.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.
- d) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

- e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.
- f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.
- g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).
- h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

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

DATE: 9/12/13

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

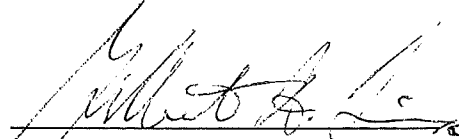


Christopher S. Cash  
GWMA Chair

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

DATE: 10/9/13


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

  
\_\_\_\_\_  
Gilbert Livas, City Manager

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Clerk

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

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

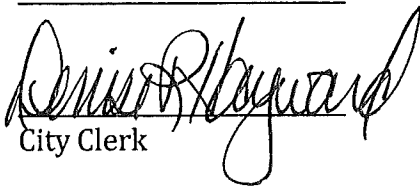
DATE: September 10, 2013


CITY OF LAKEWOOD  
Mr. Steve Croft  
Mayor  
5050 Clark Avenue  
Lakewood, CA 90712

  
\_\_\_\_\_  
Steve Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

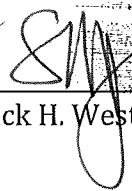
\_\_\_\_\_  
  
City Clerk

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

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

DATE: ✓ \_\_\_\_\_

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

✓  Assistant City Manager  
Patrick H. West, City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.


ATTEST:

APPROVED AS TO FORM:



4-30-2014  
City Clerk

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

APPROVED AS TO FORM  
3-26, 2014  
CHARLES PARKIN, City Attorney  
By   
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

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

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

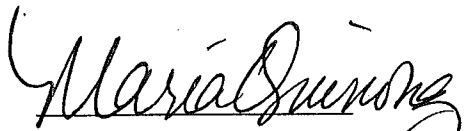
CITY OF LYNWOOD  
Mr. Richard N. Warne  
Interim City Manager  
11330 Bullis Road  
Lynwood, CA 90262



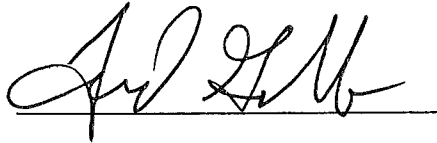
Richard N. Warne, Interim City Manager

ATTEST:

APPROVED AS TO FORM:



MARIA QUINONES  
City Clerk



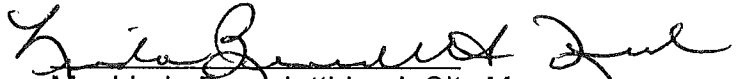
Fred Galante  
City Attorney



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

DATE: 09/04/2013

CITY OF PARAMOUNT  
Ms. Linda Benedetti-Leal  
City Manager  
16400 Colorado Ave.  
Paramount, CA 90723

  
Ms. Linda Benedetti-Leal, City Manager

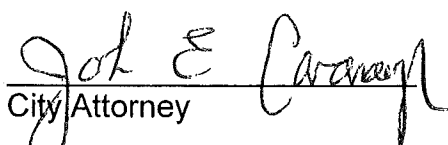
ATTEST:

APPROVED AS TO FORM:

LANA CHIKAMI

JOHN E. CAVANAUGH

  
City Clerk

  
City Attorney

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

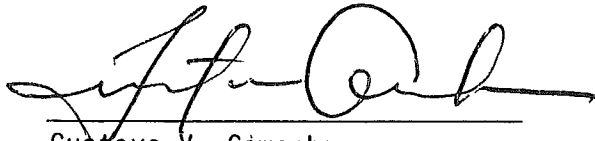
DATE: \_\_\_\_\_

CITY OF PICO RIVERA

~~Mr. Ronald Bates, Ph.D.~~  
~~City Manager~~

Gustavo V. Camacho  
Mayor


6615 Passons Boulevard  
Pico Rivera, CA 90660



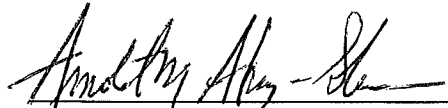
Gustavo V. Camacho  
Mayor

ATTEST:

APPROVED AS TO FORM:



Anna M. Jerome  
Assistant City Clerk



Arnold M. Alvarez-Glassman  
City Attorney

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

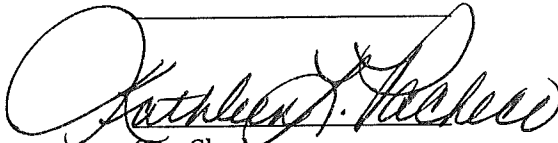
DATE: 9/3/13

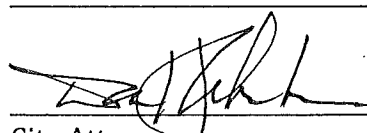
CITY OF SIGNAL HILL  
Mr. Ken Farfsing  
City Manager  
2175 Cherry Avenue  
Signal Hill, CA 90775

  
\_\_\_\_\_  
Ken Farfsing, City Manager

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathleen J. Pedraza  
City Clerk

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

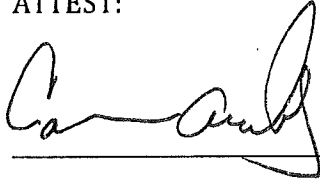
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 10/01/13

CITY OF SOUTH GATE  
Mr. Michael Flad  
City Manager  
8650 California Avenue  
South Gate, CA 90280

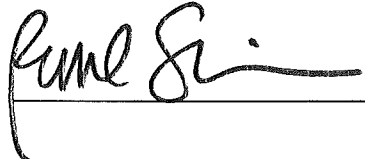
  
\_\_\_\_\_  
Michael Flad, City Manager

ATTEST:

  
\_\_\_\_\_

Carmen Avalos  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

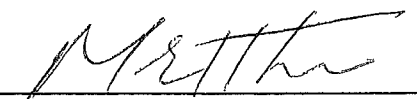
  
\_\_\_\_\_

Raul F. Salinas  
\_\_\_\_\_  
City Attorney

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

DATE: 8/29/13

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

By   
for Chief Engineer

APPROVED AS TO FORM:

John F. Krattli  
County Counsel


  
Associate

EXHIBIT A

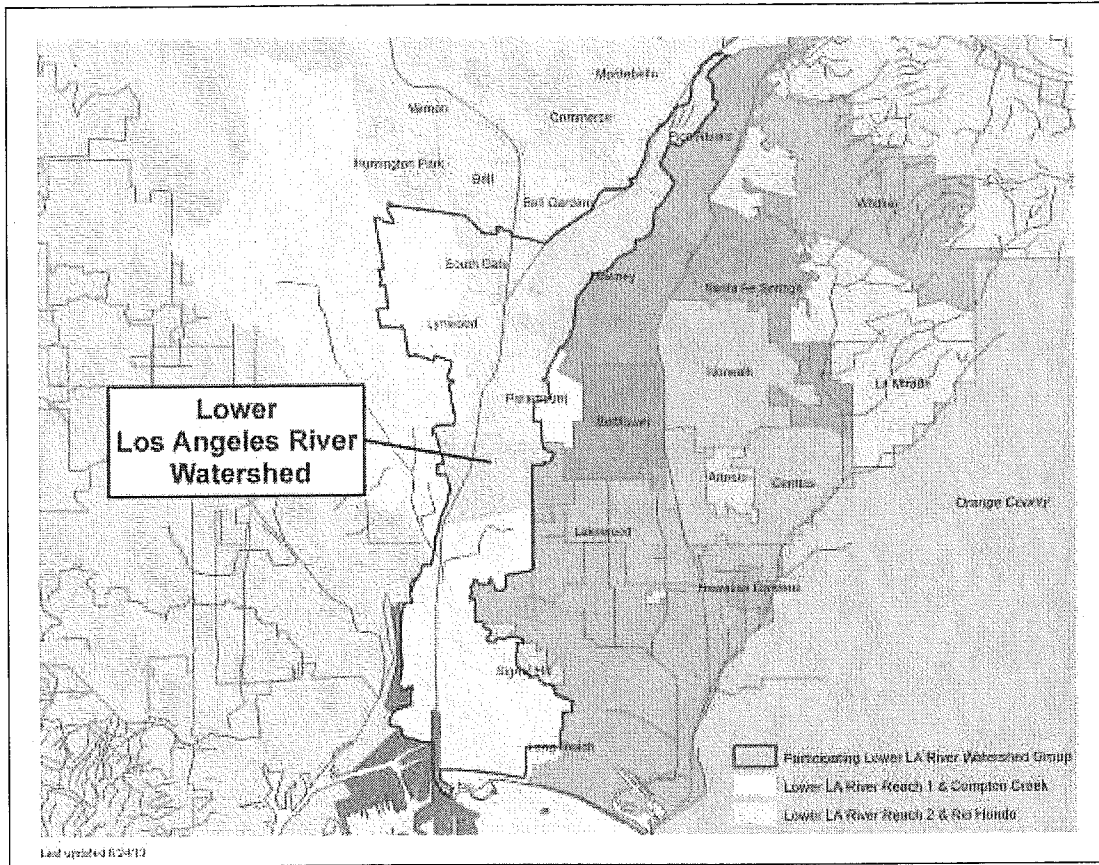


EXHIBIT B  
Cost Sharing

The Watershed Permittees agree to pay for the cost of preparation and implementation of the WMP (or EWMP if subsequently designated by the parties) and the CIMP. The District will pay 10 percent (10%) of the cost of developing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1  
Cost Sharing Table through submittal of WMP on or before June 28, 2014

WMP/CIMP			\$657,400	<b>TOTAL</b> <b>\$677,122</b>	
GWMA Administration (3%)			\$19,722		
LACFCD Allocation (10%)			\$67,712		
Distributed Cost			\$609,410		
Agency	Area (sq mi)	% of Total Area	20 percent of Distributed Cost proportioned equally	80 percent of Distributed Cost proportioned based on area	TOTAL Per Agency
Downey	5.54	12.7%	\$13,542	\$61,777	\$75,320
Lakewood	0.08	0.2%	\$13,542	\$892	\$14,435
Long Beach	19.22	44.0%	\$13,542	\$214,325	\$227,867
Lynwood	4.84	11.1%	\$13,542	\$53,972	\$67,514
Paramount	3.12	7.1%	\$13,542	\$34,792	\$48,334
Pico Rivera	2.36	5.4%	\$13,542	\$26,317	\$39,859
Signal Hill	1.21	2.8%	\$13,542	\$13,493	\$27,035
South Gate	7.35	16.8%	\$13,542	\$81,961	\$95,503
Caltrans <sup>1</sup>	TBD	TBD	\$13,542	TBD	\$13,542
<b>TOTAL</b>	<b>43.72</b>	<b>100%</b>	<b>\$108,340</b>	<b>\$487,528</b>	<b>\$609,410</b>
<b>NOTES:</b>					
<ul style="list-style-type: none"> <li>• <sup>1</sup> Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.</li> <li>• Unincorporated areas of Los Angeles County are not participants in this MOU.</li> <li>• 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.</li> <li>•</li> </ul>					

Table 2

Estimated Cost Sharing Formula per \$100,000 beginning June 29, 2014 through January 11, 2028.

Agency	TOTAL COST TO BE DISTRIBUTED				\$ 100,000
	Area (sq mi)	% of Total Area	20 percent of cost proportioned equally	80 percent of cost proportioned based on area	TOTAL
Downey	5.54	12.7%	\$2,222	\$10,137	\$12,359
Lakewood	0.08	0.2%	\$2,222	\$146	\$2,369
Long Beach	19.22	44.0%	\$2,222	\$35,169	\$37,391
Lynwood	4.84	11.1%	\$2,222	\$8,856	\$11,079
Paramount	3.12	7.1%	\$2,222	\$5,709	\$7,931
Pico Rivera	2.36	5.4%	\$2,222	\$4,318	\$6,541
Signal Hill	1.21	2.8%	\$2,222	\$2,214	\$4,436
South Gate	7.35	16.8%	\$2,222	\$13,449	\$15,671
Caltrans <sup>1</sup>	TBD	TBD	\$2,222	TBD	\$2,222
<b>TOTAL</b>	<b>43.72</b>	<b>100%</b>	<b>\$17,778</b>	<b>\$80,000</b>	<b>\$100,000</b>

- <sup>1</sup> Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.



## **Exhibit C Scope of Work**

### **a. BACKGROUND/HISTORICAL DATA/HYDROLOGICAL SETTING**

This task will build upon the readily available data developed as part of the Reach 1 and 2 Metals TMDL Implementation Plans and include:

#### Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs
- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Survey Permittee and Compile of existing control measures (Permittee surveys and annual reports)

### **b. MONITORING**

Several agencies have recently and/or are currently collecting samples within the Lower LAR receiving waters including: Los Angeles County Flood Control at the mass emission stations, Los Angeles City under contract to the Gateway COG for Metals and Bacteria TMDL as well as the Special Studies through the CPR group. While this offers the opportunity to realize a considerable cost savings, monitoring will require a high degree of coordination amongst the various agencies. This task will include:

#### Deliverables:

- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP site monitoring
- Receiving Water Monitoring - for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
  - o Wet-weather outfall based monitoring program
  - o Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Attend regular meetings of the Los Angeles River TMDL Monitoring Technical Committees
- Ongoing review of monitoring data as it becomes available

**c. REASONABLE ASSURANCE ANALYSIS (RAA)**

Contact the Regional Water Board to investigate if the previous modeling (Reach 2 metals TMDL) satisfies their interpretation of an adequate RAA.

Contact a minimum of four modeling consultants to provide cost estimates and scopes of work to conduct a RAA using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system. A budgetary allowance for the RAA has been included.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

**d. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES**

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

**e. WATERSHED MANAGEMENT PROGRAM PLAN**

This task represents the analysis of the information developed and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
  - o Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
  - o Target date June 1, 2014

**f. COORDINATION WITH TECHNICAL COMMITTEE**

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings