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**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY,
LAKEWOOD, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH GATE, 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 Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

1. **Recitals.** This **FIRST AMENDMENT** is made with the respect to the following facts and purposes:
 - A. For the purposes of this First Amendment, the term "Watershed Permittees" shall mean the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, 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 Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and a 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 Los Angeles River ("LLAR") 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 LLAR Watershed Committee. The LLAR 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. Reports. 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 LLAR 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 LLAR 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 LLAR 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 Los Angeles River 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 LLAR Watershed Committee and/or the GWMA, and its Consultants to LACFCD Facilities, including LACFCD's Los Angeles River MES, to achieve the purposes of this MOU, provided the LLAR 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) 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.

- c) 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 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LLAR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) 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.
- e) By March 15th of each year, commencing March 15, 2015, the LLAR 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 30th inclusive of the LLAR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th 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 LLAR Watershed Committee.
- f) 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.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LLAR 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 LLAR 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.

- h) 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.
- i) 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.
- j) 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 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") 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:

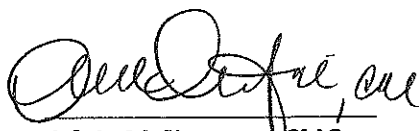
DATE: 7-15-15

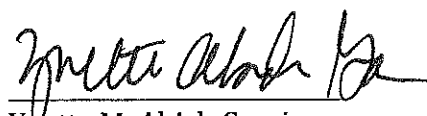
CITY OF DOWNEY
Mr. Gilbert A. Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241


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: June 23, 2015

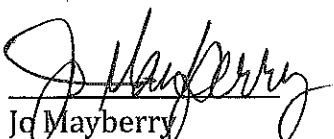
CITY OF LAKEWOOD
Mr. Jeff Wood
Mayor
5050 Clark Avenue
Lakewood, CA 90712




Jeff Wood
Mayor

ATTEST:

APPROVED AS TO FORM:



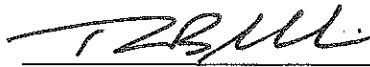
Jo Mayberry
City Clerk

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, 13th Floor
Long Beach, CA 90802



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

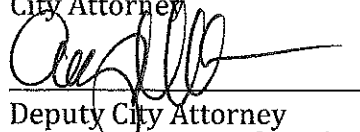
ATTEST:

APPROVED AS TO FORM:

Maria del Rey Garcia
~~Poonam Davis~~ Maria del Rey Garcia
City Clerk
Charles Parkin
City Attorney



By:

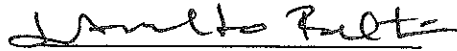

Deputy City Attorney

4-14-16

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

DATE: _____

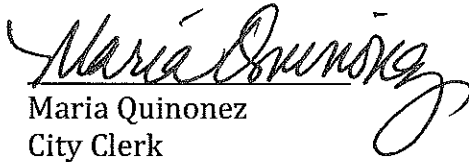
CITY OF LYNWOOD
Mr. J. Arnoldo Beltran
11330 Bullis Road
Lynwood, CA 90262




J. Arnoldo Beltran
City Manager

ATTEST:

APPROVED AS TO FORM:



Maria Quinonez
City Clerk

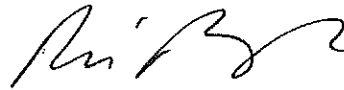


David A. Garcia
Legal Counsel

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

DATE: 7/9/15

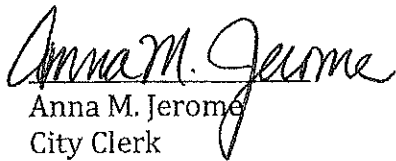
CITY OF PICO RIVERA
Mr. Rene Bobadilla, P.E.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660




Rene Bobadilla, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM:



Anna M. Jerome
City Clerk

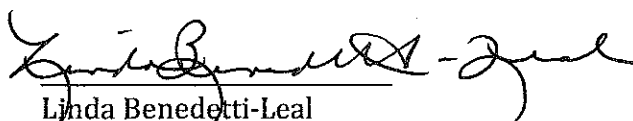


Arnold M. Alvarez-Glasman
City Attorney

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

DATE: JULY 8, 2015

CITY OF PARAMOUNT
Linda Benedetti-Leal
City Manager
16400 Paramount Blvd
Paramount, CA 90723



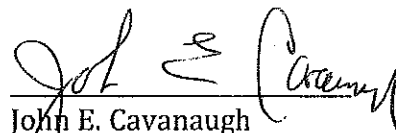
Linda Benedetti-Leal
City Manager

ATTEST:

APPROVED AS TO FORM:



Lana Chikami
City Clerk



John E. Cavanaugh
City Attorney

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

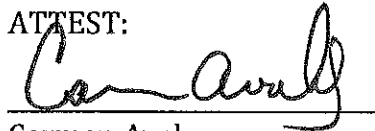
DATE: 9/1/15

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



Michael S. Flad
City Manager

ATTEST:



Carmen Avalos
City Clerk

APPROVED AS TO FORM:

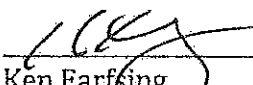


Raul F. Salinas
City Attorney

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

DATE: 6.8.2015


CITY OF SIGNAL HILL
Mr. Ken Farfsing
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602



Ken Farfsing
City Manager

ATTEST:

APPROVED AS TO FORM:



Robert Copeland
City Clerk-Treasurer



David J. Aleshire
City Attorney

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, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:



Chief Engineer

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel



Deputy

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	Agency cost per \$100,000	Agency cost per \$500,000	Agency cost per \$900,000
Downey	5.54	\$9,630	\$2,375	\$12,005	\$60,027	\$108,048
Lakewood	0.08	\$139	\$2,375	\$2,514	\$12,570	\$22,627
Long Beach	19.22	\$33,411	\$2,375	\$35,786	\$178,929	\$322,072
Lynwood	4.84	\$8,414	\$2,375	\$10,789	\$53,943	\$97,097
Paramount	3.12	\$5,424	\$2,375	\$7,799	\$38,993	\$70,187
Pico Rivera	2.36	\$4,102	\$2,375	\$6,477	\$32,387	\$58,297
Signal Hill	1.21	\$2,103	\$2,375	\$4,478	\$22,392	\$40,305
South Gate	7.35	\$12,777	\$2,375	\$15,152	\$75,759	\$136,366
Sub-Total	43.72	\$76,000	\$19,000	\$95,000	\$475,000	\$855,000
LACFCD*	Contribute 5% of total			\$5,000	\$25,000	\$45,000
NOTES:						
<ul style="list-style-type: none"> • Other agencies may participate upon approval of cost sharing agreements by the LLAR 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 LLAR 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. 						
*LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.						