

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED
WATER MANAGEMENT JOINT POWERS AUTHORITY

33405

AND
THE CITIES OF BELLFLOWER, CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH,
PARAMOUNT AND SIGNAL HILL, 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" 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 ("MS4 PERMIT")

This memorandum of understanding ("MOU") is made and entered into as of the
date of the last signature set forth below, by and between the Cities of Bellflower, Cerritos,
Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County
Flood Control District ("LACFCD") (collectively, "Watershed Permittees") and the Los
Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority
("GWMA"), a California Joint Powers Authority::

RECITALS

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

WHEREAS, the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach,
Paramount, and Signal Hill manage and drain stormwater wholly or partially into the Los
Cerritos Channel (see Exhibit A); and

WHEREAS, the LACFCD owns and operates a significant portion of the storm drain
system in the Los Cerritos Channel Watershed; and

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall
mean the cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and
Signal Hill the LACFCD and, if it enters into this MOU, the California Department of
Transportation ("Caltrans"); and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU
shall only pertain to those areas tributary to the Los Cerritos Channel Freshwater
Watershed; and

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

WHEREAS, the MS4 Permit was adopted by the California Regional Water Quality Control Board ("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 Plan ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," in compliance with certain elements of the MS4 Permit; and

WHEREAS, Section VI.E.3 of the new MS4 permit provides a framework for developing implementation plans for USEPA-established TMDLs by requiring permittees subject to waste load allocations (WLAs) in such TMDLs to propose and implement best management practices (BMPs) that will be effective in achieving compliance with USEPA-established numeric WLAs; and

WHEREAS, the City of Long Beach is regulated under a separate MS4 permit; and

WHEREAS, the California Department of Transportation ("Caltrans") is regulated under a separate MS4 permit and considering entering into a separate MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans enters into this 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, in 2009, the Watershed Permittees, excluding the LACFCD and, Caltrans if it enters into this MOU, entered into an MOU with the GWMA ("TMDL MOU") and created the Los Cerritos Channel Metals TMDLs Technical Committee, consisting of voluntary representatives from each of the Watershed Permittees that entered into the TMDL MOU, for the preparation of watershed Implementation Plans for the Metals TMDLs; and

WHEREAS, at the June 20, 2013 meeting of the Los Cerritos Channel Metals TMDLs Technical Committee, the decision was made to terminate the TMDL Water MOU and change the name of the group to the Los Cerritos Channel Watershed Group ("Group") and to include Caltrans, if it enters into this MOU, and LACFCD as members of the Group; and

WHEREAS, the Watershed Permittees wish to maintain continuity of the effort to work with the GWMA in coordinating the preparation of the Plans to be presented to the Regional Water Board on behalf of or by the Watershed Permittees; and

WHEREAS, at the April 24, 2013 meeting of the Los Cerritos Channel Metals TMDLs Technical Committee (now Group), the decision was made to prepare a Watershed Management Plan with the option of converting the WMP to an EWMP upon approval by the Group prior to December 28, 2013; and

WHEREAS, there are remaining funds on deposit with the GWMA for use in preparation of an implementation plan and implementation of control measures for the Metals TMDLs in previous MOAs and the Group approved spending the remaining funds for

the WMP for the Watershed Permittees other than Caltrans and the LACFCD related to the Los Cerritos Channel Watershed Segmentation and LID Planning Proposition 84 project, and other purposes to be determined by the Group; and

WHEREAS, the Watershed Permittees have elected to prepare the Plans to address certain elements of the MS4 Permit; and

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

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and hire a Consultant or Consultants to assist the Parties with preparation of the Plans; and

WHEREAS, the Parties have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined to pay their respective share of the costs of preparing the Plans to be incurred by the GWMA ("Respective Costs") 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, necessary environmental documentation, and any additional services agreed to by the Watershed Permittees working through the Group and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans and required monitoring; the Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

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. This MOU shall remain and continue in effect through September 30, 2026; on every Party except the LACFCD, unless sooner terminated as provided herein. The term with the LACFCD shall expire upon approval of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the LACFCD.

Section 7. Los Cerritos Channel Watershed Group and Group Representative.

- a) Each Watershed Entity shall appoint one representative to the Group. Each member shall have one vote on the Group.
- b) The Group 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 Group to the GWMA on decisions to be made by the Group. The Group 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 Alternate 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 Group. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Group determines are necessary and the costs of which will be paid collectively by the Watershed Permittees. The Representative and Alternate Representative shall be the means of communication between the Group and the GWMA on the approval of the Consultant and any other work the Group 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 costs approved in Section 8, and costs incurred in preparing the Metals TMDLs, and the LID Planning Proposition 84 project and any other related costs to which the Parties may agree in writing. The District's total costs shall not exceed \$71,500 without the District's written agreement. In the event the Group approves an increase in the budget pursuant to Section 9-d, the GWMA shall terminate this agreement 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 agree to absorb the District's additional Respective Costs.
- b) Each Watershed Permittee shall also pay a proportional share of GWMA's staff time for retaining a Consultant 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 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 Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Respective Costs and MOU Costs for Consultant services through the following or current fiscal year. Prior to releasing payment to the Consultant, the GWMA shall submit a copy of the Consultant's invoice to the Group for approval. The decision on whether to pay the invoice shall be communicated to the GWMA 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 in excess of any budget approved by the GWMA and the Group unless the Group authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the Group does not provide authorization to incur these additional obligations.
- e) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Respective Costs and GWMA 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 Group 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 Group's recommendation by June 30th. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs and GWMA 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 Lower LAR Watershed Committee.
- g) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the Group and such payment is not received by the GWMA within sixty (60) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the Group 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 ninety (90) days following the due date, the GWMA may terminate the MOU unless the City Managers/ Administrators/ chief executive officers of the Watershed Permittees in good

standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Respective Cost allocations in accordance with the Cost Share Formula in Exhibit B or such other formula to which the Watershed Permittees shall direct. 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 may suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within sixty (60) days of receipt unless the City Managers/ Administrators/ chief executive officers of those Watershed Permittees in good standing inform the GWMA in writing that they 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 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 applicable cost formula Exhibit B.
- k) All Parties except for the LACFCD and Caltrans previously entered into the TMDL MOU. Unencumbered TMDL funds shall be applied to the Participant Costs and MOU Costs of the signatories to the TMDL MOU.

Section 10. Notice of Intent Letter. Pursuant to Section V.C.4.b (page 55) of the MS4 Permit, the Watershed Permittees agree to jointly draft, execute and submit to the Regional Water Board by June 28, 2013, a Notice of Intent ("NOI") letter that complies with all applicable MS4 Permit provisions.

Section 11. 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 others performing services hereunder.

Section 12. 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, and 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 Watershed 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 this MOU.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the GWMA and each other Watershed Permittee and their 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 Watershed 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 Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Watershed Permittee's gross negligence or intentional acts or the gross negligence or intentional acts 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 throughout 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 Agreement 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 \$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(s) shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for 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 13. Withdrawal; 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 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 shall be returned to the then remaining

Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 14. Termination of the TMDL MOU. The TMDL is hereby terminated.

Section 15. 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
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

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

Mr. Art Gallucci
City Manager
City of Cerritos
P.O. Box 3130
Cerritos, CA 90703-3130

Mr. Gilbert Livas
City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241-7016

Mr. Howard L. Chambers
City Manager
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Patrick H. West
City Manager

City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

Ms. Linda Benedetti-Leal
City Manager
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Mr. Kenneth C. Farfsing
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755-3799

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
Watershed Management Division, 11th 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 Watershed 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, for review by the Group.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument approved and signed by all Parties.
- 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 Watershed 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: 4/24/14

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

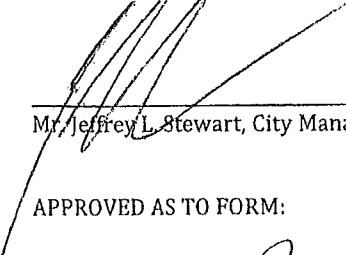


Christopher S. Cash
GWMA Chair

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

DATE: September 9, 2013

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



Mr. Jeffrey L. Stewart, City Manager

ATTEST:

APPROVED AS TO FORM:



Debra D. Bauchop

City Clerk



Joseph W. Pannone

City Attorney

Refer City of Bellflower MOU No. 15

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

DATE: 12-6-13

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



Mr. Art Gallucci, City Manager

ATTEST:

APPROVED AS TO FORM:



Vida Barone, City Clerk



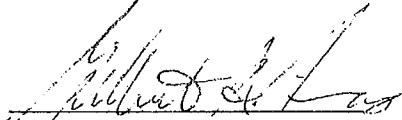
Mark Steres, City Attorney

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

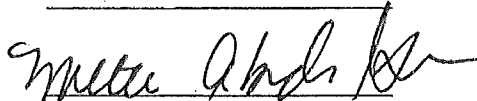
Mr. Gilbert Livas
City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241-7016


Mr. 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

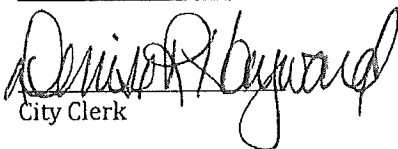
CITY OF LAKEWOOD
Mr. Steve Croft
Mayor
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712




Mr. 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
City of Long Beach
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

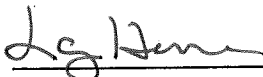
✓  Assistant City Manager

Mr. 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, 20 14

CHARLES PARKIN, City Attorney




AMY R. WEBBER
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



City Clerk

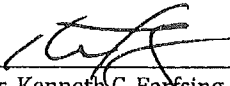
JOHN E. CAVANAUGH


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

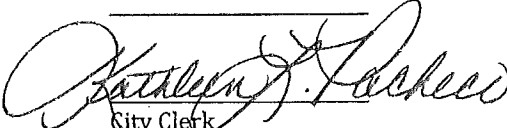
CITY OF SIGNAL HILL
Mr. Kenneth C. Farfsing
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90775



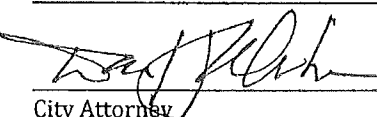
Mr. Kenneth C. Farfsing
City Manager

ATTEST:

APPROVED AS TO FORM:



Kathleen J. Lucheco
City Clerk

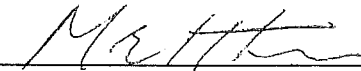


City Attorney

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, 11th 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

Los Cerritos Channel Freshwater Watershed
Municipalities and Metals TMDL Sub-basins

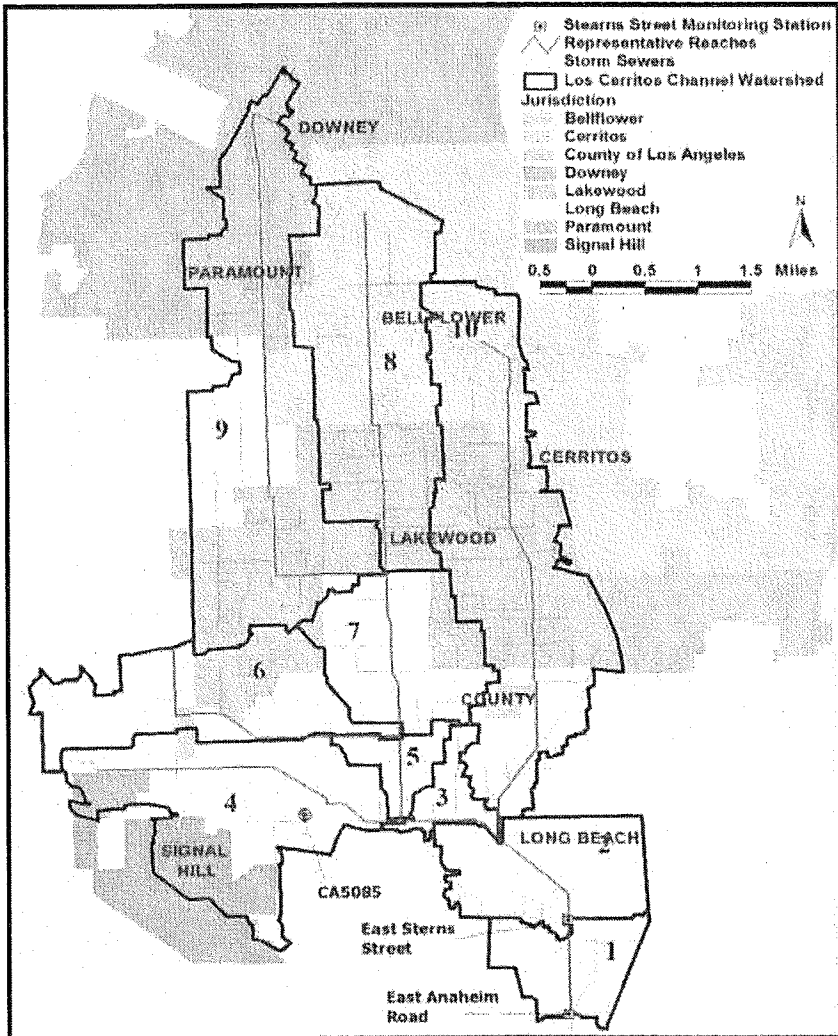


EXHIBIT B
Cost Sharing

Table 1

Cost Sharing Formula through submittal of WMP on or before June 28, 2014

Agency Name	Acres in Watershed	% of Total Area	Flat Fee ¹	Share Per Percentage of Watershed ¹	Cost Share Percentage	Total
LACFCD	NA	NA	\$65,000	NA	NA	\$65,000
Bellflower	2,818.43	16.46%	\$25,000	\$53,507.64	15.70%	\$78,507.64
Cerritos	57.60	0.34%	\$25,000	\$1,093.53	5.22%	\$26,093.53
Downey	245.00	1.43%	\$25,000	\$4,651.31	5.93%	\$29,651.30
Lakewood	4,802.77	28.06%	\$25,000	\$91,180.15	23.24%	\$116,180.15
Long Beach	7,535.38	44.02%	\$25,000	\$143,058.50	33.60%	\$168,058.51
Paramount	1,128.93	6.59%	\$25,000	\$21,432.63	9.29%	\$46,432.63
Signal Hill	530.75	3.10%	\$25,000	\$10,076.24	7.02%	\$35,076.24
Transfer ²	NA	NA	\$85,000	NA	NA	\$85,000
Total^{3,4}	17,118.86⁵	100.00%	\$325,000	\$325,000.00	100.00%	\$650,000.00

Source: City acreage within watershed from EPA

¹ For the municipalities, 35% is based on a Flat Fee and 65% is based on percent of Freshwater Watershed acreage. LACFCD is paying \$65,000, 10% of the cost of preparing the WMP and the CIMP.

² \$85,000 will be transferred from funds remaining in a GWMA account for implementing MOAs "for the Administration and Cost Sharing Resulting from Preparation of the Los Cerritos Channel Metals Total Maximum Daily Load Implementation Plan, Monitoring Program, and Special Studies." The amount of this transfer may be reduced if Caltrans participates in the development of the WMP and the CIMP.

³ Based on total budget of \$650,000.

⁴ Caltrans' share shall be \$33,464.21 if Caltrans enters into this MOU.

⁵ The established TMDL indicates that the watershed contains 17,711 acres. The total acreage shown in Table 1 excludes a 95-acre unincorporated County area and 497.97 acres of Caltrans property.

EXHIBIT B
Cost Sharing

TABLE 2

Cost Sharing Formula per \$100,000 beginning June 29, 2014 through September 30, 2026

Agency Name	Acres in Watershed	% of Total Area	Share Per Percentage of Watershed ¹	Flat Fee ¹	Cost Share Percentage	Share Per \$100,000
LACFCD ²	NA	NA	NA	NA	NA	NA
Bellflower	2,818.43	16.46%	\$10,701.53	\$5,000	15.70%	\$15,701.53
Cerritos	57.60	0.34%	\$218.70	\$5,000	5.22%	\$5,218.70
Downey	245.00	1.43%	\$930.26	\$5,000	5.93%	\$5,930.26
Lakewood	4,802.77	28.06%	\$18,236.03	\$5,000	23.24%	\$23,236.03
Long Beach	7,535.38	44.02%	\$28,611.70	\$5,000	33.61%	\$33,611.70
Paramount	1,128.93	6.59%	\$4,286.53	\$5,000	9.29%	\$9,286.53
Signal Hill	530.75	3.10%	\$2,015.25	\$5,000	7.02%	\$7,015.25
Total^{3,4,5}	17,118.86	100.00%	65,000	35,000	100.00%	100,000

Source: City acreage within watershed from EPA

¹ For the municipalities, 65% is based on percent of Freshwater Watershed acreage and 35% based on a Flat Fee of \$5,000 per \$100,000.

² LACFCD's Respective Costs beginning June 29, 2014 will be determined in the amendment, if any, to the MOU extending the term of the MOU with the LACFD.

³ The Watershed Group will determine each year a budget for the following fiscal year necessary to comply with Section VI.C of Order No. R4-2012-0175 and the comparable requirements for the new Long Beach MS4 Permit.

⁴ The share for Caltrans shall be determined by the Parties if Caltrans signs this MOU...

⁵ The established TMDL indicates that the watershed contains 17,711 acres. The total acres shown in Table 2 exclude a 95-acre unincorporated County area and 497.97 acres of Caltrans property.