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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 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 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 Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill ("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 Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District; and

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

C. The Los Cerritos Watershed Group ("Group") is the technical committee comprised of one representative from each of the Watershed Permittees.

D. On December 6, 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 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 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

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

F. 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) amend the cost-share formula for Watershed Permittees, subject to annual budget approval, in accordance with each PARTY'S cost share allocations set forth in **Exhibit "B"** ("Cost Sharing Formula"); and

G. The Parties have determined that authorizing GWMA to hire consultant(s) to implement the Plans and provide other additional services as agreed to by the Parties will be beneficial to the Watershed Permittees; and

H. 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), the Los Cerritos Channel Metals TMDL ("Metals TMDL"), and the LID Planning Proposition 84 Project, as agreed to by Watershed Permittees working through the Group and as approved by the GWMA.

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 Group 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 and any additional services, as agreed to by Watershed Permittees and as approved by the GWMA in writing ; (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 Group. The Group 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 Group 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, Group 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 Group.
- c) Responsibilities of the Los Angeles County Flood Control District ("LACFCD"). LACFCD agrees to:
- i. Access to LACFCD Facilities/Mass Emissions Stations. To grant access to the Group and/or the GWMA, and its Consultants to LACFCD Facilities to achieve the purposes of this MOU, provided the Group 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 expeditiously 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 Respective Costs as provided in **Exhibit "B"** ("Cost Sharing Formula") for Consultants, and costs incurred in preparing the Metals TMDL and the LID Planning Proposition 84 project, 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 Respective 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 Group 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 Respective 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 Group 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 Group's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Respective 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 Group.
- f) Each Watershed Permittee shall review its recommended Respective 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 13.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 Group 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 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 15 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 Formula in **Exhibit "B"** ("Cost Sharing Formula"). 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 Formula in **Exhibit "B"** ("Cost Sharing Formula").
- k) All Parties except 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 of the TMDL MOU.
- l) The PARTIES agree that if any other entity decides to cost share any element of the CIMP, GWMA will enter into a separate MOU with that entity and will reduce the PARTIES' future invoice amount(s) accordingly.

8. Paragraph a) of Section 13 of the MOU entitled "Withdrawal; 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 Respective 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 Sharing Formula in **Exhibit "B"** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, 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, the GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

9. **Exhibit "B"** ("Cost Sharing") of the MOU is hereby revised to delete Table 2 on page 22 of the MOU.

10. A new Table 2 and a new Table 3 ("Cost Sharing Formula") are hereby added to **Exhibit "B"** of 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.

11. 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: 7/17/15


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




Jeffrey L. Stewart
City Manager

ATTEST:

APPROVED AS TO FORM:


Debra D. Bauchop
City Clerk

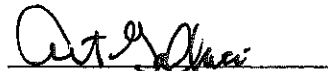


Joseph W. Pannone
City Attorney

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

DATE: 7-28-15


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




Art Gallucci
City Manager

ATTEST:

APPROVED AS TO FORM:



Vida Barone
City Clerk

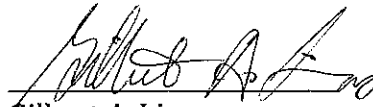


Mark Steres
City Attorney

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

DATE: 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

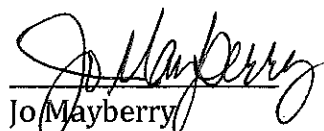
CITY OF LAKEWOOD
Mr. Jeff Wood
Mayor
5050 Clark Avenue
Lakewood, CA 90712



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 Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ATTEST:

APPROVED AS TO FORM:

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

Charles Parkin
City Attorney



By:

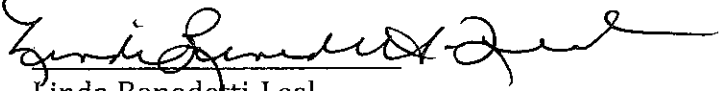
[Handwritten Signature]
Deputy City Attorney

4-14-16

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


DATE: JULY 8, 2015

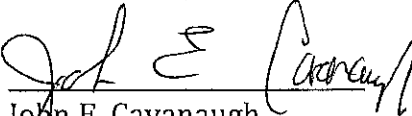
CITY OF PARAMOUNT
Ms. Linda Benedetti-Leal
City Manager
16400 Colorado Avenue
Paramount, CA 90723


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: 6.2.2015


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 D. Copeland
City Clerk



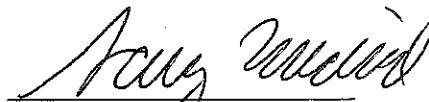
David J. Aleshire
City Attorney

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

DATE: August 17, 2015

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

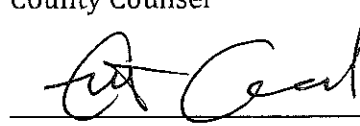
By:



Chief Engineer

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel



Deputy

EXHIBIT "B2"

Cost Sharing Formula for Implementation of the Plans

The Watershed Permittees agree to pay for the cost of implementation of the WMP and CIMP and any additional services as agreed to by the Parties, following this cost sharing allocation.

TABLE 2
 Cost Sharing Formula per \$100,000
 beginning July 1, 2015 through September 30, 2020.

Agency Name	Acres in Watershed	% of Total Area	Share Per Percentage of Watershed²	Flat Fee^{1,2}	Cost Share Percentage	Share Per \$100,000
LACFCD ¹	NA	NA	NA	\$5,000	5%	\$5,000.00
Bellflower	2,818.43	16.46%	\$9,876.00	\$5,000	14.88%	\$14,876.00
Cerritos	57.60	0.34%	\$204.00	\$5,000	5.20%	\$5,204.00
Downey	245.00	1.43%	\$858.00	\$5,000	5.86%	\$5,858.00
Lakewood	4,802.77	28.06%	\$16,836.00	\$5,000	21.84%	\$21,836.00
Long Beach	7,535.38	44.02%	\$26,412.00	\$5,000	31.41%	\$31,412.00
Paramount	1,128.93	6.59%	\$3,954.00	\$5,000	8.95%	\$8,954.00
Signal Hill	530.75	3.10%	\$1,860.00	\$5,000	6.86%	\$6,860.00
Total^{3,4,5}	17,118.86³	100%	\$60,000.00	\$40,000	100.00%	\$100,000.00

Source: City acreage within watershed from EPA.

¹ LACFCD is committed to pay 5% of implementation of the WMP and the CIMP.

² For the municipalities, 60% of the cost is based on percent of Freshwater Watershed acreage since the municipal flat fee of \$5,000 per \$100,000, and LACFCD fee of 5% of total cost (\$5,000) totals 40% of \$100,000.

³ The established TMDL indicates that the watershed contains 17,711 acres. The total acres shown in Table 3 excludes 497.74 acres of Caltrans property and 94.4 acres of unincorporated area.

⁴ 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 of Section VII.C. of Order No R4-2014-0024.

⁵ This estimate does not include Caltrans at this time.

TABLE 3
Cost Sharing Formula per \$600,000
beginning July 1, 2015 through September 30, 2020.

Agency Name	Acres in Watershed	% of Total Area	Share Per Percentage of Watershed²	Flat Fee^{1,2}	Cost Share Percentage	Share Per \$600,000
LACFCD ¹	NA	NA	NA	\$30,000	5%	\$30,000
Bellflower	2,818.43	16.46%	59,256	\$30,000	14.88%	\$89,256
Cerritos	57.60	0.34%	\$1,224	\$30,000	5.20%	\$31,224
Downey	245.00	1.43%	\$5,148	\$30,000	5.86%	\$35,148
Lakewood	4,802.77	28.06%	\$101,016	\$30,000	21.84%	\$131,016
Long Beach	7,535.38	44.02%	\$158,472	\$30,000	31.41%	\$188,472
Paramount	1,128.93	6.59%	\$23,724	\$30,000	8.95%	\$53,724
Signal Hill	530.75	3.10%	\$11,160	\$30,000	6.86%	\$41,160
Total^{3,4}	17,118.86	100%	360,000.00	\$240,000	100%	\$600,000

Source: City acreage and County unincorporated area within watershed from EPA.

¹LACFCD is committed to pay 5% of implementation of the WMP and the CIMP (except for construction of regional BMP projects).

²For the municipalities, 60% of the cost is based on percent of Freshwater Watershed acreage since the municipal flat fee of \$30,000 per \$600,000, and LACFCD fee of 5% of total cost (\$30,000) totals 40% of the total budget of \$600,000.

³ The established TMDL indicates that the watershed contains 17,711 acres. The total acres shown in Table 3 excludes 497.74 acres of Caltrans property and 94.4 acres of unincorporated area.

⁴This estimate does not include Caltrans at this time.