

33405

**SECOND 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 **SECOND 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 **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second 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 Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

G. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

H. On June 11, 2015 the Parties entered into the First Amendment to the MOU in order 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; and

I. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) incorporate GWMA's administrative cost recovery program into the MOU; and (3) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in Exhibit "B" ("Cost Sharing Formula").

NOW, THEREFORE, 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-I of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. 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, 2025, unless sooner terminated as provided herein. "

4. 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 updating the Watershed Management Program, the Coordinated Integrated Monitoring Program, and the Reasonable Assurance Analysis; implementing the Metals TMDLs, implementing, the Los Cerritos Channel and Estuary Indicator Bacteria TMDL (or an approved Alternative Restoration Approach); development of project feasibility studies; 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. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA’s estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the Los Cerritos Channel Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member, then the MOU Costs will also include the GWMA’s estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the Los Cerritos Channel Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee 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 an invoice from GWMA, 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, 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."

5. **Exhibit "B"** ("Cost Sharing") attached hereto and incorporated herein as though set forth in full shall replace Exhibit "B" as previously adopted under the First Amendment.

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

[SIGNATURE PAGES FOLLOW]


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

DATE: 12-10-2020

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY



Lisa Ann Rapp
GWMA Chair

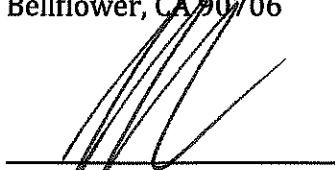


Nicholas R. Ghirelli
General Counsel

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

DATE: August 10, 2020

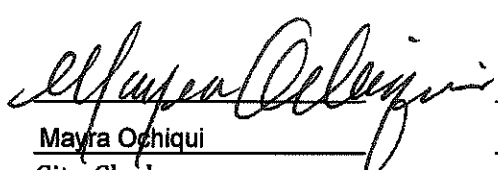
CITY OF BELLFLOWER
City Manager
16600 Civic Center Drive
Bellflower, CA 90706



Jeffrey L. Stewart
City Manager

ATTEST:

APPROVED AS TO FORM:



Mayra Oshiqui
City Clerk

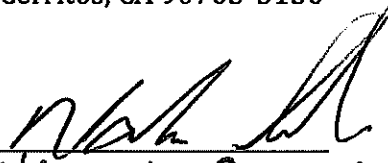
Karl H. Berger
City Attorney

Second Amendment to City of Bellflower
Memorandum of Understanding No. 15

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


DATE: 10/29/2020


CITY OF CERRITOS
Mayor
P.O. Box 3130
Cerritos, CA 90703-3130


NAGESH SOLANCI
Mayor

ATTEST:

APPROVED AS TO FORM:

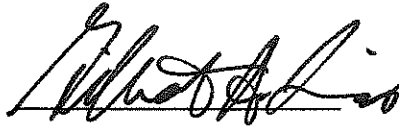

VIDA BARONE
City Clerk


MARK SNAVES
City Attorney

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

DATE: 8-10-20

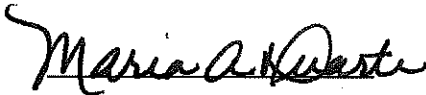
CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241



City Manager

ATTEST:

APPROVED AS TO FORM:



City Clerk

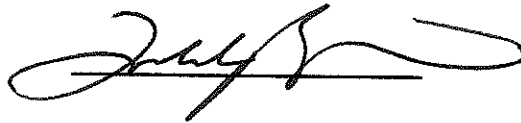


City Attorney

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

DATE: 8-3-2020

CITY OF LAKEWOOD
Mayor
5050 Clark Avenue
Lakewood, CA 90712



Mayor

ATTEST:

APPROVED AS TO FORM:



City Clerk



City Attorney

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

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

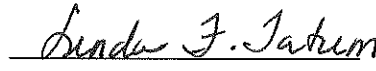
APPROVED AS TO FORM:

OCT. 22, 2020

CHARLES PARKIN, City Attorney

By _____


ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY



LINDA F. TATUM
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By: _____

Deputy City Attorney

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

DATE: August 4, 2020


CITY OF PARAMOUNT
City Manager
16400 Colorado Avenue
Paramount, CA 90723

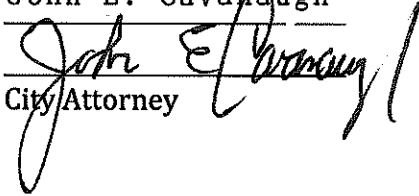


John Moreno
City Manager

ATTEST:

APPROVED AS TO FORM:

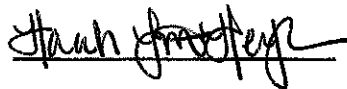

Heidi Luce
City Clerk

John E. Cavanaugh

City Attorney

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

DATE: 9.10.2020

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602



City Manager

ATTEST:



Deputy City Clerk

APPROVED AS TO FORM:



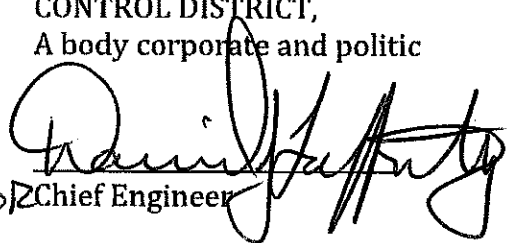
City Attorney

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

DATE: 11/3/20

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
A body corporate and politic

By:


FOR Chief Engineer

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

Mark Ganai
Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Bellflower	4.40	16.46%	\$105,574.68	\$10,178.57	\$115,753.26
Cerritos	0.09	0.34%	\$2,157.62	\$10,178.57	\$12,336.19
Downey	0.38	1.43%	\$9,177.38	\$10,178.57	\$19,355.95
Lakewood	7.50	28.06%	\$179,905.45	\$10,178.57	\$190,084.02
Long Beach	11.77	44.02%	\$282,265.43	\$10,178.57	\$292,444.00
Paramount	1.76	6.59%	\$42,288.23	\$10,178.57	\$52,466.81
Signal Hill	0.83	3.10%	\$19,881.20	\$10,178.57	\$30,059.77
LACFCD (5% of total)					\$37,500.00
Total	26.75	100.00%	\$641,250.00	\$71,250.00	\$750,000.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LCC Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$650,000 and \$850,000 (Average = \$750,000) depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LCC 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 LCC 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.