

33407

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

THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR,
DOWNEY, HAWAIIAN GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH,
NORWALK, PICO RIVERA, SANTA FE SPRINGS, WHITTIER, 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 (REGIONAL WATER
BOARD), IN VARIOUS NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMITS ("MS4
PERMITS") FOR THE LOWER SAN GABRIEL RIVER WATERSHED

This memorandum of understanding ("MOU") is made and entered into as
of August 1, 2013, by and between the Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers Authority ("GWMA"), a California
Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond
Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk,
Pico Rivera, Santa Fe Springs, and Whittier, and the Los Angeles County Flood
Control District ("District"):

RECITALS

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

WHEREAS, the Watershed Permittees manage, drain or convey storm
water into at least a portion of the Coyote Creek, San Jose Creek, as well as
Reach 1, Reach 2 and Reach 3 of the San Gabriel River; and

WHEREAS, for the purposes of this MOU, the term "Watershed
Permittees" shall mean the cities of Artesia, Bellflower, Cerritos, Diamond Bar,
Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico
Rivera, Santa Fe Springs, Whittier, the District, and, if it enters into this MOU, the
California Department of Transportation ("Caltrans"); and

WHEREAS, several of these Watershed Permittees are in multiple
watersheds and this MOU shall only pertain to those areas tributary to the Lower
San Gabriel River Watershed; and

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

WHEREAS, a Metals TMDL MOU was established in 2012 by the Watershed Permittees tributary to Coyote Creek including the Cities of Downey and Bellflower which drain to Reach 1 of the San Gabriel River but not including the City of Pico Rivera and the District ("Metals TMDL Technical Committee"), providing for annual funding of \$250,000 through December 31, 2022 for tasks including monitoring, report preparation and other assistance from the consultants; and

WHEREAS, the Watershed Permittees wish to maintain continuity of that Metals TMDL Technical Committee effort to work with the GWMA in coordinating the preparation of the Plans that may be presented to the California Regional Water Quality Control Board, Los Angeles Region ("Regional Water Board") on behalf of the Watershed Permittees; and

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

WHEREAS, 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 final deadline for achieving compliance with the Metals TMDL is September 30, 2026; and,

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

WHEREAS, Caltrans and the City of La Habra Heights are considering entering into this MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans or other parties enter into the MOU, the Parties contemplate that the payment formula in Table 1 and Table 2 will be modified as appropriate and each Watershed Entity's proportionate payment obligation adjusted accordingly to reflect Caltrans' payments; 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 Entities that the GWMA can provide; and

WHEREAS, at the April 18th and 24th, 2013 meetings of the Metals TMDL Technical Committee, the decision was made to prepare a WMP and CIMP with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Metals TMDL Technical Committee prior to December 28, 2013; and

WHEREAS, the Cities of Diamond Bar, Downey, Santa Fe Springs, Pico Rivera, Whittier, Caltrans and the District which have additional areas in or tributary to Reach 2 and Reach 3 of the San Gabriel River as well as San Jose Creek have expressed their intent to participate in the Metals TMDL Technical Committee for the preparation of the Plans; and

WHEREAS, at the meeting on May 16, 2013, the Metals TMDL Technical Committee changed its name to: the "Lower San Gabriel River Watershed Committee ("LSGR Watershed Committee");" and the decision was made to terminate the Metals TMDL MOU and to include the District and Caltrans, if it enters into this MOU, as members of the LSGR Watershed Committee; and

WHEREAS, the LSGR Watershed Committee has approved the inclusion of the areas of the Watershed Permittees that are tributary to Coyote Creek, the San Gabriel River Reaches 1, 2 and 3 and San Jose Creek, but excluding the estuary and estuary watershed (Exhibit A) in the development of the Plans; and

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

WHEREAS, there are remaining funds on deposit with the GWMA for use in implementation measures for the Metals TMDL as a result of a previous MOU and these funds shall be used for the preparation of the Plans, and

WHEREAS, the Parties have determined that authorizing GWMA to retain the consultant and hire additional consultants as necessary to prepare and deliver the Plans will be beneficial to the Parties; and

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

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 LSGR Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans. 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, unless terminated earlier pursuant to this MOU. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. LSGR Watershed Committee Representative.

- a) Each Watershed Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to the LSGR Watershed Committee. Each Watershed Permittee shall have one vote on the LSGR Watershed Committee.
- b) The LSGR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the LSGR Watershed Committee to the GWMA on decisions to be made by the LSGR Watershed Committee. The LSGR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GMWA may rely on written directions from either the Representative or the Alternate Representative. In

the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

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

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA in writing that the LSGR Watershed Committee has approved. The District's total costs shall not exceed \$100,000.00 without the District's written agreement. In the event the LSGR Watershed Committee approves an increase in the budget pursuant to Section 9-e, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs unless the LSGR Watershed Committee informs the GWMA within that time that the other Watershed Permittees agree to absorb the District's additional Respective Costs.
- b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoring and preparation of any WMP addenda for their individual tributary areas as provided in Exhibit B.
- c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA's Policy Board.

- d) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Respective Costs of Consultant services and MOU Costs through the following June 30th or December 31st, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the LSGR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the LSGR Watershed Committee as expressed in writing by the Representative or Alternate Representative.
- e) 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 subsequent fiscal years as reflected in Table 2 in excess of any budget approved by the GWMA and the LSGR Watershed Committee unless the LSGR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the LSGR Watershed Committee has not provided authorization to incur these additional obligations.
- f) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay their Respective Costs and MOU Costs to the GWMA within forty-five days (45) days of receipt.
- g) 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 LSGR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the LSGR Watershed Committee's recommendation by June 30th. Each successive year commencing with the 2014-15 fiscal year, any increase above a recommended budget of \$250,000 as adjusted by the local April to March CPI, will require an amendment to this MOU. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- h) Each year GWMA shall provide an invoice to each Watershed Permittee, representing that Watershed Entity's Proportionate Share of the approved budget within thirty (30) days of approval of its budget for expenses related to the MOU.

- i) A Watershed Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the representative of the Watershed Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators/Chief Executive Officers for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit B to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Watershed Permittee's participation in this MOU will be terminated and the Cost Share Formula Table 2 or such other formula to which the Watershed Permittees shall direct will be adjusted. A terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- j) GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days of receipt unless the City Managers/Administrators/Chief Executive Officers of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- k) 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.
- l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.

- m) The Parties, with the exception of Caltrans, the District and Pico Rivera, previously funded the development of the Metals TMDL Implementation Plan through a MOU. There are funds remaining in this account. Upon execution of this WMP/EWMP and CIMP MOU, the previous Metals TMDL MOU shall be terminated and any remaining funds are to be used to fund this new MOU.

Section 10. Independent Contractor.

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

Section 11. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any 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 its agreement with the GWMA.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the other Parties 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 the indemnifying Watershed Permittee or 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 Party's gross negligence or that of its officers, employees, or other representatives and agents other than the Consultants.

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

omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

- a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.
- b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Termination of the Metals TMDL MOU. The Parties hereby terminate the Metals TMDL MOU.

Section 14. 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:

William Rawlings
City Manager
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

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

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

Mr. David Liu
Director of Public Works
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

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

Mr. Ernesto Marquez
City Manager
City of Hawaiian Gardens,
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

Mr. Jeff Boynton
City Manager
City of La Mirada
13700 La Mirada Blvd
La Mirada, CA 990638

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

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

Mr. Michael J. Egan
City Manager
City of Norwalk
12700 Norwalk Blvd
Norwalk, CA 90650

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

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Mr. David Pelsler
Director of Public Works
City of Whittier
13230 Penn Street
Whittier, CA 90602

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public
Works Watershed Management Division, 11th
Floor
900 S. 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, after review and approval by the LSGR Watershed Committee.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.
- d) Waiver. Waiver by either the GWMA or a Watershed 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: 9/12/13

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

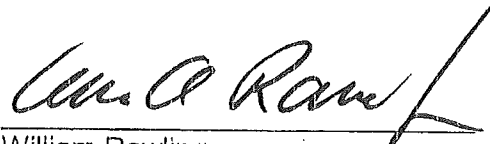


Christopher S. Cash
GWMA Chair

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

DATE: _____

CITY OF ARTESIA
Mr. William Rawlings
Interim City Manager
18747 Clarkdale Avenue
Artesia, CA 90701



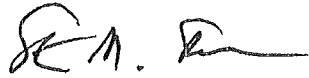
William Rawlings
Interim City Manager

ATTEST:

APPROVED AS TO FORM:



[name]
City Clerk

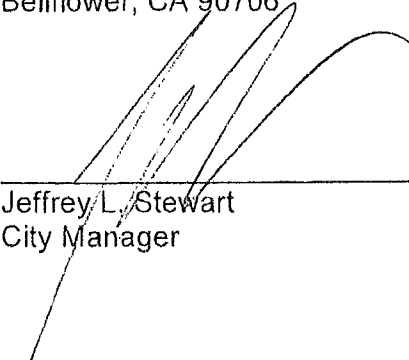


[name]
City Attorney

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

DATE: October 14, 2013


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




Jeffrey L. Stewart
City Manager

ATTEST:

APPROVED AS TO FORM:



Debra D. Bauchop
City Clerk



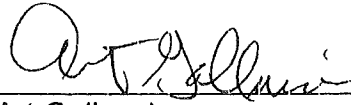
Joseph W. Pannone
City Attorney

Refer City of Bellflower MOU No. 17

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
P.O. Box 3130
Cerritos, CA 90703-3130



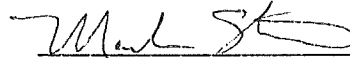
Art Gallucci
City Manager

ATTEST:

APPROVED AS TO FORM:



Vida Barone
City Clerk



Mark Steres
City Attorney

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

DATE: 10.2.13

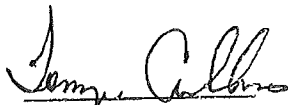
CITY OF DIAMOND BAR
Mr. James DeStefano
City Manager
21810 Copley Drive
Diamond Bar, CA 91765



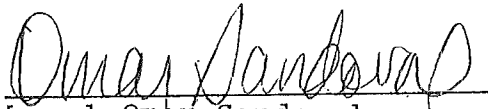
Jim DeStefano
City Manager

ATTEST:

APPROVED AS TO FORM:



[name] Tommye Cribbins
City Clerk

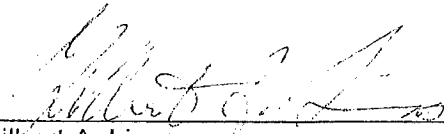


[name] Omar Sandoval
City Attorney (Asst.)

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 A. Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241



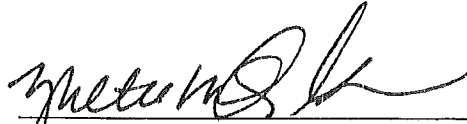
Gilbert A. Livas
City Manager

ATTEST:

APPROVED AS TO FORM:



[name]
City Clerk

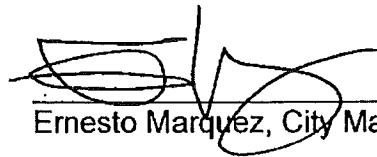


[name] Yvette M. Abich Garcia
City Attorney

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

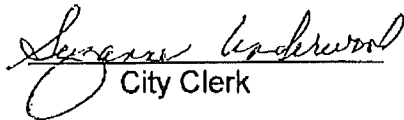
DATE: Oct 9, 2013

CITY OF HAWAIIAN GARDENS
Mr. Ernesto Marquez
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716


Ernesto Marquez, City Manager

ATTEST:

APPROVED AS TO FORM:

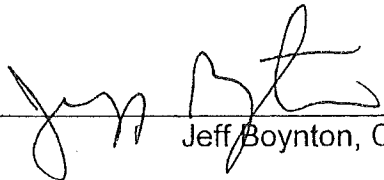

City Clerk


City Attorney

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

DATE: 10/9/13

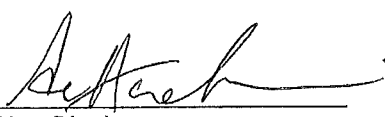
CITY OF LA MIRADA
Mr. Jeff Boynton
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638



Jeff Boynton, City Manager

ATTEST:

APPROVED AS TO FORM:



City Clerk

City Attorney

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

DATE: September 10, 2013

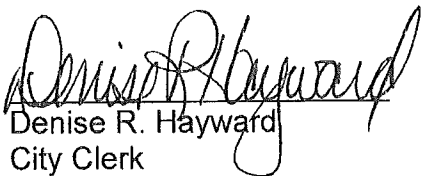
CITY OF LAKEWOOD
Mr. Steve Croft
Mayor
5050 Clark Avenue
Lakewood, CA 90712



Steve Croft
Mayor

ATTEST:

APPROVED AS TO FORM:



Denise R. Hayward
City Clerk




Steve Skolnik
City Attorney

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

DATE: ✓ _____


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

✓  **Assistant City Manager**

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

ATTEST:

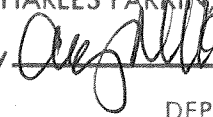
APPROVED AS TO FORM:



[name]
City Clerk

[name]
City Attorney

APPROVED AS TO FORM
3-26, 2014

CHARLES PARKIN, City Attorney
By  _____
AMY R. WEBBER
DEPUTY CITY ATTORNEY

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

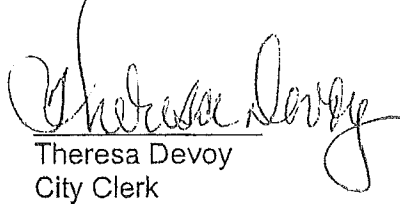
DATE: 10/10/13

CITY OF NORWALK
Mr. Michael J. Egan
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650



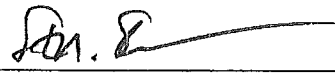
Michael J. Egan
City Manager

ATTEST:



Theresa Devoy
City Clerk

APPROVED AS TO FORM:



Steve Skolnik
City Attorney

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

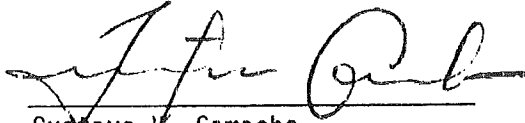
DATE: _____

CITY OF PICO RIVERA

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

Gustavo V. Camacho
Mayor

6615 Passons Boulevard
Pico Rivera, CA 90660



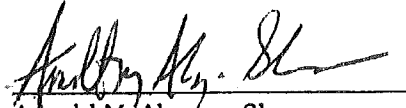
Gustavo V. Camacho
Mayor

ATTEST:

APPROVED AS TO FORM:



Anna M. Jerome
Assistant City Clerk




Arnold M. Alvarez-Glassman
City Attorney

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

DATE: Oct. 8, 2013

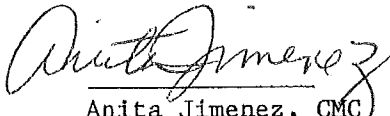
CITY OF SANTA FE SPRINGS
Mr. Thaddeus McCormack
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670



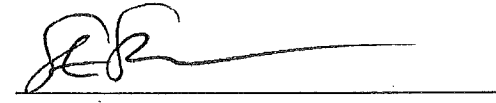
Thaddeus McCormack
City Manager

ATTEST:

APPROVED AS TO FORM:



Anita Jimenez, CMC
City Clerk

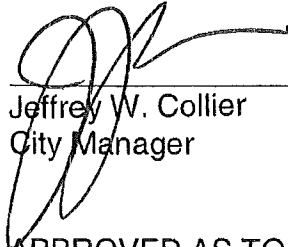


Steve Skolnik
City Attorney

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

DATE: 10-22-13

CITY OF WHITTIER
Mr. Jeffrey W. Collier
City Manager
13230 Penn Street
Whittier, CA 90602



Jeffrey W. Collier
City Manager

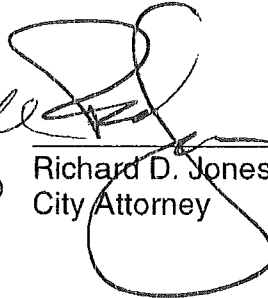
ATTEST:

APPROVED AS TO FORM:



Kathryn A. Marshall
City Clerk-Treasurer

10-24-13



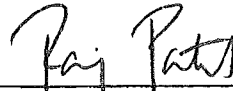
Richard D. Jones
City Attorney

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

DATE: 10/9/13

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:

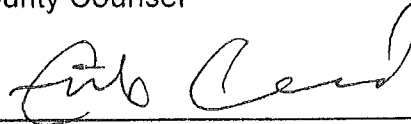


Chief Engineer

FOL MASSOUD EFTEKHARI

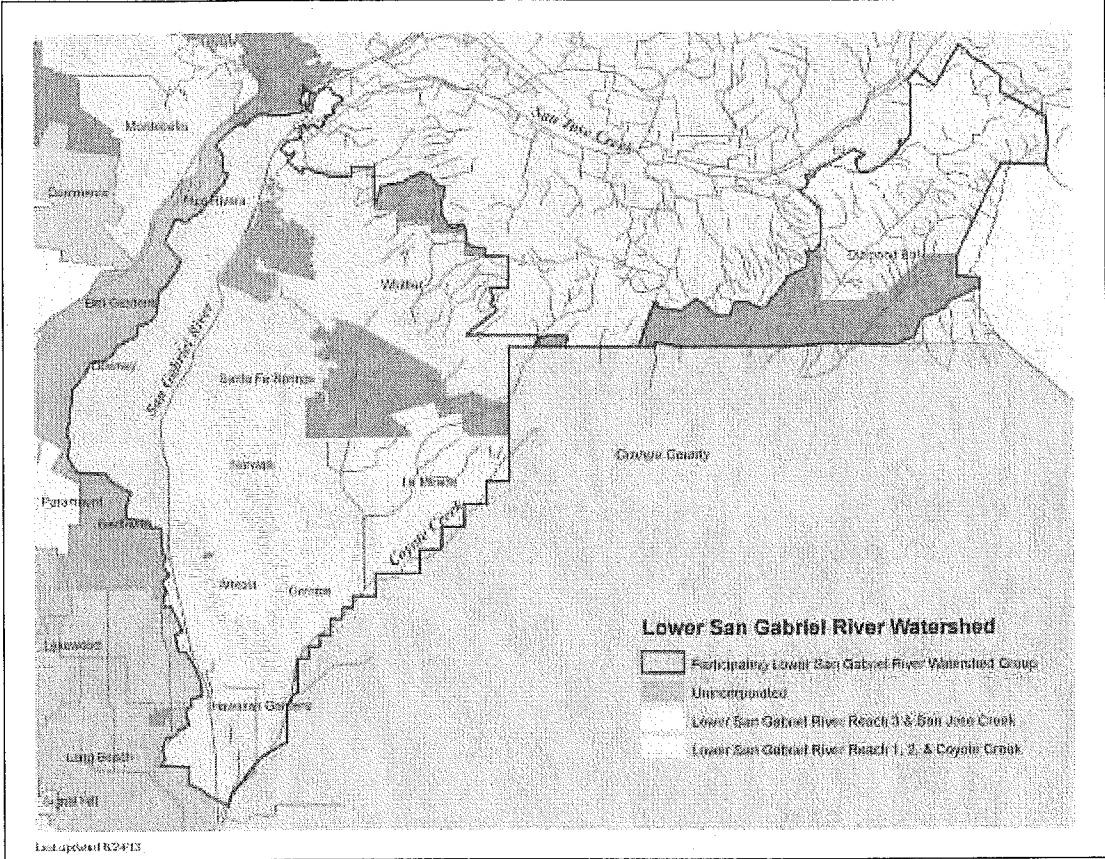
APPROVED AS TO FORM:

John F. Krattli
County Counsel



Associate

EXHIBIT A



Unincorporated Areas are not a part of this MOU

EXHIBIT B
Cost Sharing Formula

The District will pay 10 percent (10%) of the cost of preparing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to the cost sharing formula in Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1

Estimated cost share for WMP and CIMP development
and early action monitoring for FY 2013-14
Lower San Gabriel River Watershed

Reach 1, 2, 3 and Coyote Creek					
WMP/CIMP		\$643,155		TOTAL	\$750,000
Early Action Monitoring		\$85,000			
GWMA Administration (3%)		\$21,845			
LACFCD Allocation ¹ (10% Total less early action monitoring and early action administration)				\$66,245	
Distributed Cost (Total – LACFCD Allocation)				\$683,755	
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency	
Artesia	1.62	\$11,120	\$9,768	\$20,888	
Bellflower	1.90	\$13,042	\$9,768	\$22,810	
Cerritos	8.82	\$60,542	\$9,768	\$70,310	
Diamond Bar	7.13	\$48,941	\$9,768	\$58,709	
Downey	6.62	\$45,441	\$9,768	\$55,209	
Hawaiian Gardens	0.96	\$6,590	\$9,768	\$16,358	
La Mirada	7.84	\$53,815	\$9,768	\$63,583	
Lakewood	2.02	\$13,866	\$9,768	\$23,633	
Long Beach	3.34	\$22,926	\$9,768	\$32,694	
Norwalk	9.76	\$66,994	\$9,768	\$76,762	
Pico Rivera ⁴	6.14	\$63,891	\$9,768	\$73,659	
Santa Fe Springs	8.88	\$60,954	\$9,768	\$70,722	
Whittier	14.66	\$100,628	\$9,768	\$110,396	
Caltrans ³	TBD	TBD	\$9,768	\$9,768	
TOTAL	79.69	\$547,004	\$136,751	\$683,755	
San Jose Creek ²					
WMP/CIMP		\$75,000		TOTAL	\$77,250
GWMA Administration (3%)		\$2,250			
LACFCD Allocation (10%)				\$7,725	
Distributed Cost (Total – LACFCD Allocation)				\$69,525	
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency	
Diamond Bar	7.76	\$55,620	\$6,953	\$62,573	
Caltrans ³	TBD	TBD	\$6,953	\$6,953	
TOTAL	7.76	\$55,620	\$13,905	\$69,525	
NOTES:					
<ul style="list-style-type: none"> ¹ The Districts at this time has not committed to funding the early-action monitoring (\$85,000). ² The inclusion of the San Jose Creek drainage area has been estimated to be \$75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans. ³ Caltrans and additional members' shares are to be determined. ⁴ Includes first year's payment adjustment of \$21,745 Other agencies may participate upon approval of cost sharing agreements by the LSGR 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 LSGR 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. 					

Table 2

Estimated Cost Sharing Formula per \$250,000 beginning June 29, 2014 through September 30, 2026.

Agency	Area (sq mi)	80 percent of cost proportioned based on area	20 percent of cost proportioned equally	TOTAL Per Agency
Artesia	1.62	\$3,708	\$3,571	\$7,279
Bellflower	1.90	\$4,345	\$3,571	\$7,916
Cerritos	8.82	\$20,178	\$3,571	\$23,749
Diamond Bar	14.89	\$34,053	\$3,571	\$37,624
Downey	6.62	\$615,140	\$3,571	\$18,711
Hawaiian Gardens	0.96	\$2,188	\$3,571	\$5,759
La Mirada	7.84	\$17,930	\$3,571	\$21,501
Lakewood	2.02	\$4,620	\$3,571	\$8,191
Long Beach	3.34	\$7,638	\$3,571	\$11,209
Norwalk	9.76	\$22,323	\$3,571	\$25,894
Pico Rivera	6.14	\$14,043	\$3,571	\$17,614
Santa Fe Springs	8.88	\$20,308	\$3,571	\$23,879
Whittier	14.66	\$33,527	\$3,571	\$37,098
Caltrans ¹	TBD	TBD	\$3,571	\$ 3,571
TOTAL	87.45	\$200,001	\$49,994	\$249,995

NOTES:

- ¹ Caltrans's cost share is an estimate and will be determined at a later date. Each agency's total will be adjusted accordingly.
- Upon completion and approval or acceptance of the Plans by the Regional Water Board, the District's participation will be subject to an amendment to the MOU or equivalent agreement. The Districts at this time has not committed to funding the early-action monitoring (\$85,000)
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants may 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 LSGR 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.

Exhibit C Scope of Work

This proposed Scope of Services herein will be to develop a WMP and establish one early-action monitoring location. Implementation, unless specifically directed by the LSGR Technical Committee, is not included.

This will include:

- Identify and prioritize water quality issues,
- Identify strategies and control measures,
- Non-Stormwater control measures,
- Reasonable Assurance Analysis (computer modeling),
- Develop an Integrated Monitoring Program,
- A summary of available data demonstrating the current quality of the Watershed Permittees' MS4 discharges,
- A detailed description of BMPs that have been implemented,
- An assessment of the minimum control measures (MS4 Permit Part VI.D.8). Any individual Permittee annual reports are not a part of this scope of work.

The WMP being developed under this Scope of Work shall be a "living" document that can and should be modified as future monitoring data becomes available and the program develops following a strategy of adaptive management. At the request of the LSGR Technical Committee, the initial 6 months effort will keep open the possibility of converting the WMP to an Enhanced Watershed Management Program (EWMP) if permitted by the Regional Water Board and authorized by the LSGR Technical Committee.

The specific steps for this scope of work are described in the following section.

A final Draft WMP is to be ready for submittal to the Regional Water Board no later than June 28, 2014.

Specific Tasks

1. BACKGROUND / HISTORICAL DATA / HYDROLOGICAL SETTING

The data collection portion of this task was essentially completed during the TMDL Implementation Plan development. However, additional work will be necessary to include Pico Rivera and incidental areas of Reach 3. This information will need to be analyzed and incorporated into the final draft WMP.

Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs

Tasks that have previously been essentially completed, but will need to be incorporated into the WMP are:

- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Compilation of existing control measures (permittee surveys and annual reports)

2. MONITORING

This task will require coordination between several agencies, including, but not limited to, Orange County, Los Angeles County Flood Control and the Sanitation Districts of LA County.

Deliverables:

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

Establish an Early Action Monitoring site on North Coyote Creek (County Flood Control approval required) and conduct first year's sample collection and analysis.

3. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact a minimum of four modeling consultants (including, but not limited to: Tetra Tech, Geosyntech, CWE and Pace Engineering) to provide cost estimates and scopes of works to conduct a Reasonable Assurance Analyses for each TMDL, 303(d) listed and receiving waste exceedances using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

4. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

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

Deliverables:

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

5. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed in tasks 1 through 4 and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

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

6. COORDINATION WITH TECHNICAL COMMITTEE

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

Deliverables:

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