

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, 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 Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon ("Cities"), and the Los Angeles 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 Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

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

C. On August 19, 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 Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, 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", collectively the "Plans" as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System ("MOU"); and

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

E. The PARTIES now desire to amend the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in

accordance with each PARTY'S cost share allocations set forth in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") which is attached hereto and made a part hereof; and

F. The Parties have determined that authorizing GWMA to hire a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties desire to collaboratively prepare a final 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 design and construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Los Angeles River Upper Reach 2 ("LAR UR 2") Sub Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID streets or Green Streets projects."

4. Section 3 of the MOU entitled "Cooperation" is hereby amended to read as follows:

"Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU. The Watershed Permittees shall prepare a final Scope of Work and Request for Proposals 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 December 31, 2019, unless sooner terminated as provided herein."

6. Section 8 of the MOU entitled "Role of the GWMA" is hereby amended in its entirety to read as follows:

“Section 8. Responsibilities of the Parties.”

- a) **Responsibilities of the GWMA.** The GWMA agrees to: (i) solicit proposals for preparation and implementation of the Plans; (ii) administer the selected consultants’ (“Consultants”) contracts in accordance with the Scopes of Work prepared by the Watershed Permittees; and (iii) serve as a conduit for paying the Consultants, as approved and funded by the Watershed Permittees.
- b) **Responsibilities of the LAR UR 2 Sub Watershed Committee.** The LAR UR 2 Sub Watershed Committee agrees to:
- i. **LACFCD Facilities/Mass Emissions Stations.** Obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (“Facilities”), provided the LAR UR 2 Sub Watershed Committee and its Consultants provide written notice 72 hours in advance of entry to LACFCD’s Facilities.
 - 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 LAR UR 2 Sub Watershed Committee will provide the Watershed Permittees with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the Consultants. In addition, the LAR UR 2 Sub Watershed Committee will submit to the Watershed Permittees the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the LAR UR 2 Sub Watershed Committee.
- c) **Responsibilities of the Los Angeles County Flood Control District (“LACFCD”).** LACFCD agrees to:
- i. **LACFCD Mass Emissions Station (MES) Monitoring.** Provide available monitoring data from the existing Los Angeles River MES, owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.
 - ii. **Access to LACFCD Facilities/Mass Emissions Stations.** To grant access to the LAR UR 2 Sub Watershed Committee and its Consultants to LACFCD Facilities, including LACFCD’s Los Angeles River MES, to achieve the purposes of this MOU, provided the LAR UR 2 Sub Watershed Committee and its CONSULTANT obtain a permit and provide written notice 72 hours in

advance of entry to LACFCD's Facilities. Access permits will be issued by the LACFCD at no cost to the Parties and their Consultants. Permits for construction or installation of structures in LACFCD right of way will incur fees to cover the cost of review, inspection, etc. by LACFCD.

- d) Responsibilities of the Watershed Permittees. The Watershed Permittees agree to:
- i. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultants that is deemed necessary by the Parties to implement the Plans.
 - ii. Access. Each Watershed Permittee will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to each Watershed Permittee's Facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the Watershed Permittee's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable Watershed Permittee.
 - iii. Permit. The Watershed Permittees will make a full-faith effort to work with the Consultants to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each Watershed Permittee's jurisdiction.

7. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including 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 Policy Board.

- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of Consultants reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By May 15th of each year, commencing May 15, 2013, the LAR UR 2 Sub Watershed Committee shall submit to GWMA a recommended budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of the budgeted amount without prior notification to and approval by the LAR UR 2 Sub Watershed Committee.
- f) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the LAR UR 2 Sub Watershed Committee and such 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 LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- g) 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) of receipt 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.
- h) 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.
- i) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formulas in in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans").

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 Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee."

9. **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") to the MOU is hereby amended to read as set forth in **Exhibit "A1"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

10. **Exhibit "A2"** ("Cost Share Formula for Implementation/Monitoring of the Plans") is hereby added to the MOU to read as set forth in **Exhibit "A2"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.
11. The MOU is hereby amended by adding hereto Exhibit "C" of this First Amendment, which is attached hereto and incorporated herein as though set forth in full.
12. 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: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

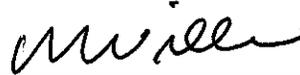
Chris Cash
GWMA Chair

11/17/14

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

DATE: 2/11/15

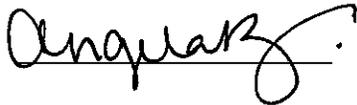
CITY OF BELL
Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201



Doug Willmore, City Manager

ATTEST:

APPROVED AS TO FORM *SKS*



Angela Bustaman
City Clerk



Dave Meschire
City Attorney

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

DATE: _____

CITY OF BELL GARDENS
Mr. Phillip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Phillip Wagner, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF COMMERCE
Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

11/17/14

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

DATE: _____

CITY OF CUDAHY
Mr. Hector Rodriguez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Hector Rodriguez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Rene Bobadilla, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

11/17/14

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

DATE: _____

CITY OF MAYWOOD
Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Lilian Myers, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF VERNON
Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Mark Whitworth, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

11/17/14

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

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
Ms. Gail Farber
Chief Engineer
900 S. Fremont Avenue
Alhambra, CA 91803

GAIL FARBER, Chief Engineer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy

EXHIBIT "A1"**Cost Share Formula for Preparation of the Plans**

The Watershed Permittees and the LACFCD agree to pay for the cost of preparation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

**TABLE 1
COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST**

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

EXHIBIT "A2"**Cost Share Formula for Implementation of the Plans for Monitoring**

**TABLE 1
COST SHARING ALLOCATION
FOR 47.5% OF MONITORING COST**

WatershedPermittee	Land Area(mi ²)	Cost AllocationPercentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay five percent (5%) of the cost of monitoring. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-seven and one half percent (47.5%) of the cost of monitoring and each Watershed Permittee shall pay its pro-rata share of forty-seven and one half percent (47.5%) of the cost monitoring at the cost sharing allocation percentage provided in Table 1.

**TABLE 2
COST SHARING ALLOCATION
FOR 45% OF WMP COST**

WatershedPermittee	Land Area(mi ²)	Cost AllocationPercentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of special/feasibility studies. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the studies and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the studies at the cost sharing allocation percentage provided in Table 2.

EXHIBIT "B"

The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000.

All the remaining non-LACFCD parties agree to pay their proportional share of costs of implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000 per year per non-LACFCD party.