



*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, October 8, 2020 at 12:00 p.m.**

**Meeting Remote Location  
via WebEx**

**<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=m718a322a5099e122cc73fbc79000f33e>**

**or via phone  
1-415-655-0001**

**Meeting number: 126 313 2241**

**Password: GatewayH2O (42839294 from phones or video systems)**

**(There will be no physical attendance at Progress Park)**

- 1. Roll Call**
- 2. Determination of a Quorum**
- 3. Additions to Agenda (Govt. Code Sec. 54954.2(b))**
- 4. Oral Communications to the Board**

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.
- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
  - a. Minutes of the Board Meeting of September 10, 2020 (Enclosure).
  - b. Approve the Warrant Register for October 2020 (Enclosure).
  - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Presentation – Regional Recycled Water Program by Deven Upadhyay, Assistant General Manager/Chief Operating Officer of Metropolitan Water District of Southern California**
- 7. Presentation - Update on 2020 Regional MS4 Permit by Nick Ghirelli and John Hunter**

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Page 2 of 2

**8. Consideration of GWMA to Serve as Lead Agency for Two (2) Safe Clean Water Program Projects**

- a. Approve GWMA's role as Lead Agency for Gateway WMP/SIP Integration Study Phase I and authorize GWMA's name to be added to the Measure W funding application for the proposed study. If funding is awarded, GWMA's official role as the study's Lead Agency is contingent upon Board Approval of an Agreement between LACFCD and GWMA that sets forth each agency's role and funding obligations.
- b. Approve GWMA's role as co-Lead Agency with the SGVCOG or as sole Lead Agency for the NGO/Agency Collaborative Effort (LA County-Wide) and authorize GWMA's name to be added to the Measure W funding application for the proposed study. If funding is awarded, GWMA's official role as a Lead Agency for the study is contingent upon Board Approval of an Agreement between LACFCD and GWMA that sets forth each agency's role and funding obligations.

**9. Discussion/Action Regarding Letter Agreements between GWMA and Los Angeles County Flood Control District (LACFCD) for the Second Amendment to the Memorandum of Understandings (MOUs) for the Lower Los Angeles River Watershed Group, Lower San Gabriel River Watershed Group, and Los Cerritos Channel Watershed Group**

- a. Approve three Letter Agreements between GWMA and LACFCD for LCC, LSGR, LLAR watershed groups' MOU Amendment No. 2.
- b. Authorize the Chair to sign the three Letter Agreements.

**10. Safe Clean Water Program - Oral Reports**

- a. Lower Los Angeles River WASC – James Vernon
- b. Lower San Gabriel River WASC – Lisa Rapp

**11. Gateway Region Watershed Management Groups - Oral Reports**

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
- b. Lower Los Angeles River (LLAR) Watershed Group
- c. Lower San Gabriel River (LSGR) Watershed Group
- d. Los Cerritos Channel (LCC) Watershed Group

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## **12. Executive Officer's Oral Report**

Request for Members to Participate on an Ad-Hoc Committee to Review GWMA On-Call Consulting Proposals

## **13. Directors' Oral Comments/Reports**

## **14. Adjournment to Regular Board Meeting on November 12, 2020.**

**NOTICE:** GWMA will hold Board Meetings via video conference to meet social distancing recommendations or meet in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video-conference information will be posted with each Board Agenda which can be found at [www.gatewaywater.org](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY  
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY  
BOARD  
VIA VIDEO CONFERENCING  
THURSDAY, SEPTEMBER 10, 2020**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, September 10, 2020 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:05 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Okina Dor	Artesia
Jordan Monroe	Avalon
Chau Vu	Bell Gardens
Len Gorecki	Bellflower
Mike O'Grady	Cerritos
Gina Nila	Commerce
Tana McCoy	Compton
Dan Mueller	Downey
Cesar Roldan	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
Jillian Croci (alternate)	Long Beach Water
Lorry Hempe (alternate)	Lynwood
Adriana Figueroa	Paramount
Monica Heredia	Pico Rivera
James Vernon	Port of Long Beach
Noe Negrete	Santa Fe Springs
Kelli Tunnicliff	Signal Hill
Gladis Deras	South Gate
Jazmine Hook (alternate)	Vernon
Vicki Smith	Whittier
Esther Rojas (alternate)	WRD

**STAFF AND GUESTS ON SIGN-IN SHEET:**

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Kekoa Anderson	Funding/Grants Program
Whitford Marin	City of Huntington Park
Gerald Green	CWE
John Hunter	John L. Hunter & Associates
Nina Turner	(not available)

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**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

**ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD**

None.

**ITEM 5 - CONSENT CALENDAR**

Director Deras and Director Monroe entered at 12:08 p.m.

Director Mueller entered at 12:10 p.m.

Director Figueroa motioned to approve the consent calendar. The motion was seconded by Director Stowell and was approved by the following voice vote:

**AYES:** Dor, Monroe, Vu, Gorecki, O’Grady, Nila, McCoy, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Heredia, Vernon, Negrete, Hooks, Smith, Rojas.

**NOES:** None.

**ABSTAIN:** Mueller, Tunnichliff. (Minutes only.)

**ITEMS 6 - DISCUSSION/ACTION REGARDING REQUEST FOR PROPOSAL FOR CATCH BASIN CLEANING**

Executive Officer Kast reported on the process of the RFP and that three (3) proposals were received. She stated that they were from the following: 1) Nationwide Environmental Services; 2) Ron’s Maintenance, Inc.; and 3) United Storm Water, Inc.

Executive Officer Kast reported that after careful review, all three proposals were deemed to be responsive to GWMA’s requirements and that it was GWMA’s staff recommendation to receive and file the Proposals and distribute the entire Request for Proposals package, that includes the staff letter to the GWMA Board regarding the proposal process, and the three proposals. It was noted that there were significant differences in cleaning techniques and assumptions between the proposals. Therefore, agencies wishing to utilize the competitive proposal process will be encouraged to review the proposals and directly contact a proposer if there are questions regarding the proposals. She concluded by stating that GWMA would not be making a recommendation to Gateway Region Cities regarding the proposals.

There were no objections to receive and file the three proposals by the Board and direction was given for staff to distribute the complete Request for Proposal Package to each of the Gateway Region Cities with no proposal recommendation.

**ITEM 7 – ORAL REPORT ON GWMA FUNDING STRATEGY & GRANT PROGRAM**

Mr. Kekoa Anderson and Executive Officer Kast provided an update that staff has been going through the process of updating and reconciling the OPTI projects. Currently, there are 76 projects within the Gateway Region that are included in the OPTI. It is staff’s intent to enhance the database quarterly by adding data such as watershed/location; tributary area; runoff data;

infiltration data; cost data; project status/schedule. A link to the list of OPTI projects within the Gateway Region will be provided in an informational email to GWMA members for their review. The email will also include a link to a form to add or update projects. GWMA staff will also conduct agency outreach to expand project information not included in the OPTI to facilitate identifying for funding opportunities.

#### **ITEM 8 – SAFE CLEAN WATER PROGRAM ORAL REPORTS**

Director Vernon, chair for the Lower Los Angeles River WASC, reported there has not been any meetings because there is currently an open call for projects for Fiscal Year (FY) 2021-2022. The deadline for consideration is October 15<sup>th</sup>. There were two video conference information sessions held on September 3<sup>rd</sup> and September 9<sup>th</sup>. From October through May 2021, the different watershed area steering committees will be reviewing and making their recommendations for FY 2021-2022. It is anticipated that the Los Angeles County Board of Supervisors will approve the FY 2021-2022 Stormwater Investment Plans (SIP) in August 2021.

Director Rapp, chair for the Lower San Gabriel River WASC, noted the Los Angeles County Board of Supervisors is expected to approve the FY 2020-2021 projects in October of this year. Once approved by the Board of Supervisors, then the funding agreements will be processed.

#### **ITEM 9 – GATEWAY REGIONAL WATERSHED MANAGEMENT GROUPS ORAL REPORT**

##### Lower Los Angeles River Upper Reach 2 (LARUR2) Watershed Group

Director Nila reported that the John Anson Ford Park Project is still in progress. The group is waiting for the SIPs to be approved by the Los Angeles County Board of Supervisors.

##### Lower Los Angeles River (LLAR) Watershed Group

Director Deras reported the next LLAR meeting will be held on September 28, 2020.

##### Lower San Gabriel River (LSGR) Watershed Group

Director O’Grady reported the next LSGR meeting will be on September 17, 2020.

##### Los Cerritos Channel (LCC) Watershed Group

None.

#### **ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT**

Executive Officer Kast reported the Greater Los Angeles IRWMP Disadvantaged Community Involvement Program (DACIP) are conducting surveys and interviews to solicit data for the needs assessment which is required by Department of Water Resources. Institutional interviews are being held to reach out to institutions to get their input for the needs assessment. GWMA is one of the institutions identified to provide data. Ms. Kast solicited interest from board members who represent disadvantaged communities to volunteer to be a part of the interview with Executive Officer Kast. Director Vu, Director Figueroa, Director Hempe, Director Rapp, Director Deras, and Director Monroe volunteered to be part of the interview. Director Monroe noted that SCE is a critical part of the water infrastructure for Avalon, and inquired if SCE

should also participate. Executive Officer Kast stated SCE can also participate. Director Monroe will reach out to SCE and confirm their interest. Executive Officer Kast will coordinate with the consultant to schedule a meeting.

Executive Officer Kast also reported that GWMA staff started working on the Request for Qualifications (RFQ) for On-Call Consultants. The RFQ will be issued this fall. Staff will be reaching out to the board members requesting recommendations for consultants that should receive the RFQ.

The first amendment to the MOUs for the LSGR, LLAR and LCC Watershed groups are set to expire on September 30, 2020. Executive Officer Kast requested for members from the watershed groups to provide their signed amendments as soon as possible.

#### **ITEM 14 – DIRECTORS’ ORAL COMMENTS/REPORTS**

Director Rapp requested for staff to explore the option of using a polling system rather than a roll call system through the video conferencing application.

Director Dor inquired when is the Measure W funding anticipated to be available for the Cities. Director Rapp noted that though she has not heard the answer to that question, she noted that she understands that the advance expenditure plan needs to be provided within 45 days of signing the agreement.

Director Hooks stated that the City of Vernon noticed the State has sent an update with the 2<sup>nd</sup> Draft Order and plans to have a hearing on October 6<sup>th</sup>. She inquired if GWMA’s legal counsel is planning to submit comments on behalf of Gateway Cities. Legal Counsel Nick Ghirelli noted that they are reviewing the 2<sup>nd</sup> Draft Order. He noticed there is opportunity to provide oral comments but is looking into whether written comments will also be accepted.

The meeting was adjourned at 12:50 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, October 8, 2020 at 12:00 p.m. The meeting will be held via video conference to meet social distancing recommendations or will be held in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video conference information will be posted with each Board Agenda which can be found at [www.gatewaywater.org](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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Lisa Rapp, Chair

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Date



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October 8, 2020

## **AGENDA ITEM 5b – Approve the Warrant Register for October 2020**

### **SUMMARY:**

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

### **DISCUSSION:**

The Warrant Registers for expenditures dated October 2020 in the amount of \$400,220.80 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

### **FISCAL IMPACT:**

The Warrant Register total \$400,220.80. Funds to cover payment are available in the GWMA budget.

### **RECOMMENDATION:**

Approve the Warrant Register for October 2020.

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WARRANT REGISTER  
DISBURSEMENT JOURNAL  
OCTOBER 2020

Invoice Date	Vendor	Invoice Number	Description	Amount
9/10/2020	Alliant Insurance Services	6321	20-21 SLIP Renewal Insurance	\$ 11,962.07 ✓
9/10/2020	Civiltec Engineering	43047	Advanced Water Meter Replacement (Services through 8/28/2020)	\$ 360.00 ✓
9/24/2020	Clifton Larson Allen	2616614	Accounting (September 2020 Services)	\$ 1,500.00 ✓
7/28/2020	CWE	20215	LARUR2 WMA CIMP (June 2020 Services)	\$ 20,028.58 ✓
9/30/2020	Gateway Cities Council of Governments	9-30-2020	Office Supplies, FedEx	\$ 173.03 ✓
9/7/2020	John L Hunter and Assoc.	BG1FPP2007	JAF Park (July 2020 Services)	\$ 47,307.50 ✓
9/7/2020	John L Hunter and Assoc.	BG1FPP2008	JAF Park (August 2020 Services)	\$ 36,407.50 ✓
7/20/2020	John L Hunter and Assoc.	GAHT0620	Harbor Toxics (April, May and June 2020 Services)	\$ 2,853.75 ✓
7/14/2020	John L Hunter and Assoc.	GANPSG0620	LSGR WMP (May and June 2020 Services)	\$ 52,971.01 ✓
9/16/2020	John L Hunter and Assoc.	GANPSG0820	LSGR WMP (July and August 2020 Services)	\$ 127,355.08 ✓
9/25/2020	Koa Consulting	K114-01-33	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair	\$ 33,908.00 ✓
9/9/2020	Richards Watson Gershon	228326	General Legal (Services through 8/31/20)	\$ 1,215.00 ✓
9/14/2020	Richard Watson & Associates	20-192-003-009	Develop and Implement WMP & Implement CIMP for Los Cerritos Channel (Services for August 2020)	\$ 64,179.28 ✓
Total				\$ 400,220.80

Reviewed and Approved by:

  
Kelli Tunnicliff, GWMA Secretary and Treasurer



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**AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2020-2021**

**SUMMARY:**

At the Board meeting in June 2020, the Board approved the budget for legal counsel services of \$30,000 for Fiscal Year (FY) 2020-2021 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 30,000.00	FY 2020-2021 Budget amount for Legal Counsel services
<u>\$ 1,507.50</u>	Expenditures for Legal Counsel services through August 31, 2020
\$ 28,492.50	Remaining budget amount available through June 30, 2021

**FISCAL IMPACT:**

The total expenditures for Legal Counsel services for FY 2020-2021 through July 31, 2020 total \$1,507.50. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2020-2021 budget.

**RECOMMENDATION:**

Receive and file the status the updated expenditures for Legal Counsel Services.

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## **AGENDA ITEM 8 – CONSIDERATION OF GWMA TO SERVE AS LEAD AGENCY FOR TWO (2) SAFE CLEAN WATER PROGRAM PROJECTS**

### **SUMMARY**

Currently, the Safe Clean Water (SCW) Program is soliciting project applications for the FY 2020/21 funding year to be paid from its Regional Program funds (50% of SCWP funds). The deadline for applications is October 15<sup>th</sup>. As part of the Regional Program, 5% is available for Scientific Studies, as set forth in each watershed area's Stormwater Investment Plan ("SIP"). GWMA was requested by various watershed group representatives to consider serving as the Applicant (Lead Agency) for two (2) scientific studies.

### **BACKGROUND**

The SCW Program was approved by Los Angeles County voters in 2018. According to the program's website, an excerpt from the stated mission is: "The passage of Measure W in 2018 created a comprehensive, regional plan to address how we capture water and how we can reduce our reliance on imported water..."

Recently, GWMA was asked to consider serving as the Lead Agency for two (2) scientific studies. Study No.1 will assess proposed projects within the Gateway Region while Study No. 2 will evaluate the SCW Program guidelines and rubrics for WASCs throughout Los Angeles County that wish to participate. It should be noted that the San Gabriel Valley Council of Governments (SGVCOG) was also requested to serve as Lead Agency for the latter study. Therefore, GWMA is being asked to serve as a co-Lead Agency with the SGVCOG for Study No. 2. This would offer Lead Agency options for individual WASCs who wish to participate. In the event SGVCOG chooses to not participate as a co-Lead Agency, GWMA would then serve as the sole Lead Agency.

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### **Study No. 1: Gateway Region WMP/SIP Integration Study Phase I**

When it comes to water quality improvement and meeting TMDL objectives, the Gateway cities have accomplished a tremendous amount of progress relative to their peers throughout Watershed Management Program (WMP) in LA County. As the WMP groups continue to design and build projects, it will become increasingly important to understand how the project operate within the watershed context – in other words, it is crucial to know how the creation of a new project might impact the effectiveness of other existing or proposed projects. Further, the recent State Water Resources Control Board Tentative Order demands that each group outline a project-specific pathway to compliance – something that is lacking from the existing recipes for compliance in the WMPs.

The objectives of this study are as follows:

- Scan the landscape of the Gateway Cities region to identify the suite of known and hidden, potential project opportunities;
- Analyze the dynamic interactions between those potential projects;
- Determine the best project-by-project pathway (and timeline) to achieve compliance; and
- Deliver project recommendations that are ideally suited for consideration by the WASC for Safe Clean Water infrastructure funding

The outcomes of this effort will set the stage for the groups' adaptive management efforts and will help to guide the groups as they prioritize, analyze, design, and build highly efficient projects throughout the region. The proposed budget for Phase I is \$150k total. A Phase II project application will be considered for next year's applications.

### **Study No. 2: NGO/Agency Collaborative Effort (LA County-Wide)**

The SCW Program strives to address a variety of goals, including improving water quality, harvesting stormwater, increasing community investment, and prioritizing Nature Based Solutions. To accomplish these objectives, the SCW Program provides scoring rubrics and project development guidelines to inform project applicants. There is strong interest in the non-profit organization (NGO) and agency communities to ensure that the project development guidelines and scoring rubrics incentivize project ideas that adequately address the core objectives of the SCW Program. In fact, these groups have endeavored to collaborate on a project that evaluates the efficacy of the existing tools, provides input on key metrics, analyzes the potential watershed impacts of project implementation scenarios, and provides recommended guidance updates. It should be noted that this effort is proposed to be co-funded by NGOs and augmented by SCW Program dollars which are estimated to cost between \$70k – \$100k for the Scale and Test task (listed below) per Watershed Area Steering Committee (WASC). A task summary is included below:

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### Study No. 2 - Task Summary

Task	Key Question	Funding	Agency/NGO Collaboration
<b>Define Metrics</b>	What quantifiable metrics best represent the suite of SCW objectives?	NGOs	x
<b>Evaluate Approved Projects</b>	How well do projects to-date address the above metrics?	NGOs	x
<b>Watershed Pilot</b>	What project types are available and where can they be built? How are the metrics moved if we focus on Nature Based Solutions? How are the metrics moved if we focus on compliance and water supply? What are the costs?	NGOs	x
<b>Scale and Test</b>	What is an appropriate balance of project types that best addresses the suite of SCW objectives? How does this balance change for different regions?	SCW	x
<b>Create Guidance Recommendations</b>	How can the appropriate balance of project types and features be incentivized through SCW?	NGOs	x

### **FISCAL IMPACT:**

Currently, nominal staff time is being expended to assist in preparing the information for Board consideration. Costs to prepare the applications, give presentations to Watershed Groups as well as WASCs are being done by other proponents.

If funding is awarded through Measure W, GWMA staff and legal time will be needed to review and develop the funding agreement(s) between GWMA and LACFCD for the GWMA Board to consider. Once the legal agreements are executed, GWMA's costs will be covered by Measure W funds.

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**RECOMMENDED ACTIONS:**

- a. Approve GWMA's role as Lead Agency for Gateway WMP/SIP Integration Study Phase I and authorize GWMA's name to be added to the Measure W funding application for the proposed study. If funding is awarded, GWMA's official role as the study's Lead Agency is contingent upon Board Approval of an Agreement between LACFCD and GWMA that sets forth each agency's role and funding obligations.
- b. Approve GWMA's role as co-Lead Agency with the SGVCOG or as sole Lead Agency for the NGO/Agency Collaborative Effort (LA County-Wide) and authorize GWMA's name to be added to the Measure W funding application for the proposed study. If funding is awarded, GWMA's official role as a Lead Agency for the study is contingent upon Board Approval of an Agreement between LACFCD and GWMA that sets forth each agency's role and funding obligations.

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**AGENDA ITEM 9 – Discussion/Action Regarding Letter Agreements between GWMA and Los Angeles County Flood Control District (LACFCD) for the Second Amendment to the Memoranda of Understanding for the Lower Los Angeles River Watershed Group, Lower San Gabriel River Watershed Group, and Los Cerritos Channel Watershed Group**

**SUMMARY AND BACKGROUND:**

The Memoranda of Understanding (“MOUs”) for the Los Cerritos Channel (LCC), Lower Los Angeles River (LLAR) and Lower San Gabriel Rivers (LSGR) Watershed Groups expire September 30, 2020. On July 9, 2020, the GWMA Board approved Amendment No. 2 for each of the three MOUs, which extends the term of each MOU to September 30, 2025 or expiration of the forthcoming MS4 Permit, whichever occurs first.

Since then, LACFCD contacted GWMA to request a change to the MOU Amendment No. 2 in order to address an LACFCD policy that precludes LACFCD from expending funds on regional BMP projects unless the participating parties and GWMA enter into a separate project-specific agreement. Each MOU already contains language that effectively requires LACFCD to consent to participating in a specific BMP project, but LACFCD had requested a specific commitment from GWMA that GWMA would not expend its funds on regional BMP projects without its prior consent.

It was determined by the watershed groups and GWMA that the best course of action would be to work separately with LACFCD to address their long-standing policy of not participating in the funding of regional implementation projects, unless expressly approved by separate agreement with GWMA. In order to achieve a solution, GWMA agreed to draft a letter agreement for all three watershed groups between GWMA and LACFCD to address the requested clarification and to identify a remedy if, for any reason, LACFCD funds are used for a regional implementation project.

The proposed letter agreements reiterate that each MOU requires LACFCD’s consent before GWMA will expend funds on a regional BMP project. In accordance with the MOUs, the letter agreements also acknowledge that LACFCD can review the annual budgets recommended by each watershed group before their final approval. GWMA can rely on the items contained in each annual budget and expend watershed funds

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Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
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accordingly. If LACFCD funds are improperly spent on a regional BMP project, then LACFCD may receive a credit against the next year's payment. However, GWMA's general fund is not responsible for bearing the cost.

**FISCAL IMPACT:**

Minimal impact. Costs to develop the letter agreements (staff and legal counsel) will be paid via watershed group administrative funds.

**RECOMMENDED ACTION:**

- a. Approve three Letter Agreements between GWMA and LACFCD for LCC, LSGR, LLAR watershed groups' MOU Amendment No. 2.
- b. Authorize the Chair to sign the three Letter Agreements.

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*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

October 8, 2020

Mr. Mark Pestrella  
Chief Engineer  
Los Angeles County Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803

Attention: Mr. Paula Alva

Re: Second Amendment to the Los Cerritos Channel Watershed Group MOU

Dear Mr. Pestrella:

I currently serve as the Chair of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"). I am writing to memorialize the mutual understanding of the Los Angeles County Flood Control ("LACFCD") and GWMA regarding GWMA's implementation of the above-referenced MOU amendment attached hereto as Exhibit A (the "MOU Amendment").

I am informed that LACFCD has adopted a policy that limits the use of its financial contributions to watershed management programs (WMP), such as the Los Cerritos Channel ("LCC") WMP, to implementation costs relating to adaptive management, reasonable assurance modeling, program management, monitoring and reporting, and similar program implementation costs. LACFCD will not contribute money toward regional BMP projects identified in the WMP unless it affirmatively agrees to do so by separate agreement of the participating watershed permittees.

In order to address LACFCD's policy, the first amendment to the MOU provided that the MOU's purpose is limited to the implementation of the WMP, its related monitoring program, known as the CIMP, the Los Cerritos Channel Metals TMDL, and the LID Planning Proposition 84 Project. Section 2 of the MOU, as amended by the first amendment, states that contributions specifically exclude "construction of regional BMP projects" and that all services must be "agreed to by Watershed Permittees working through the Group and as approved by the GWMA." This language is not changed by the proposed MOU Amendment. For the purposes of the LCC MOU, the term "regional BMP projects" is not specifically defined, but is generally assumed to include individual cities' low impact development ("LID") projects, including LID or Green Streets projects. As the LCC WMP is not an enhanced watershed management program under the 2012 Los Angeles County MS4 Permit, the term "regional BMP projects" does not refer to a regional BMP project designated under an enhanced watershed management program.

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GWMA agrees that the above quoted provision means that LACFCD's annual financial contribution under the MOU shall be used only for costs relating to the implementation of the WMP and CIMP that do not involve regional BMP projects, unless the LACFCD affirmatively agrees to use all or some of its contribution to fund such projects. As a result, GWMA will not expend LACFCD's annual contributions on regional BMP projects identified in the WMP unless and until it receives written consent from LACFCD to do so for a specific project.

Please note that GWMA serves as a pass through between the Watershed Committee and the consultants selected by the Watershed Committee to implement the WMP. When paying consultant invoices relating to the WMP, GWMA relies on the recommended annual budget submitted to GWMA by the LCC Watershed Committee pursuant to Section 9 of the MOU. As a Watershed Permittee and member of the Watershed Committee, the LACFCD participates in the preparation and approval of this annual budget. The GWMA Board of Directors approves the Watershed Committee's recommended annual budget by June 30th of each year, and thereafter expends Watershed Permittee funds on approved budget items.

During the Watershed Committee's deliberation of its annual budget, which necessarily involves a review of the consultant's scope of work, the LACFCD has an opportunity to identify any item(s) relating to a regional BMP project that has not yet been approved by the LACFCD, the other Watershed Permittees, and GWMA. This review occurs prior to the Watershed Committee's approval of its recommended annual budget.<sup>1</sup> GWMA may presume that LACFCD's annual financial contribution may be expended on any item in the annual budget provided to GWMA by the Watershed Committee.

If for any reason, the LACFCD does not identify a budget item relating to a regional BMP project in the annual budget to the Watershed Committee, then LACFCD can request for a remedy to have that item and cost credited and removed from its cost allocation as part of the next fiscal year's budget cycle. GWMA will not reimburse the LACFCD out of its general fund for any costs relating to a regional BMP project identified in an approved annual budget.

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<sup>1</sup> Pursuant to Section 9(f) of the MOU, as amended, the LACFCD "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."

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If the above conditions accurately reflect your understanding of the MOU Amendment and are agreeable to the LACFCD, please indicate your agreement by signing below and return this letter along with the signed MOU Amendment to the following address:

GWMA  
Attn: Traci Gleason  
16401 Paramount Avenue  
Paramount, CA 90723

Sincerely,

Lisa Ann Rapp  
Chair, GWMA

Agreed:

---

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT  
A body corporate and politic

By: \_\_\_\_\_  
CHIEF ENGINEER

Enclosure: MOU Amendment

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnickliff (Signal Hill), Secretary/Treasurer**  
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**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 30<sup>th</sup>. 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 15<sup>th</sup> 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 30<sup>th</sup> inclusive of the Group's recommendation. GWMA will send each Watershed Permittee no later than June 30<sup>th</sup> 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: \_\_\_\_\_

LOS ANGELES GATEWAY REGION INTEGRATED  
REGIONAL WATER MANAGEMENT JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LCC MOU  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LCC MOU  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LCC MOU  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF LAKEWOOD  
Mayor  
5050 Clark Avenue  
Lakewood, CA 90712

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LCC MOU  
07/09/2020

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
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: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

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

By:

\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

\_\_\_\_\_  
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
<b>Total</b>	<b>26.75</b>	<b>100.00%</b>	<b>\$641,250.00</b>	<b>\$71,250.00</b>	<b>\$750,000.00</b>

\* 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.



*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

October 8, 2020

Mr. Mark Pestrella  
Chief Engineer  
Los Angeles County Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803

Attention: Mr. Paula Alva

Re: Second Amendment to the Lower Los Angeles River Watershed Group MOU

Dear Mr. Pestrella:

I currently serve as the Chair of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"). I am writing to memorialize the mutual understanding of the Los Angeles County Flood Control ("LACFCD") and GWMA regarding GWMA's implementation of the above-referenced MOU amendment attached hereto as Exhibit A (the "MOU Amendment").

I am informed that LACFCD has adopted a policy that limits the use of its financial contributions to watershed management programs (WMP), such as the Lower Los Angeles River WMP, to implementation costs relating to adaptive management, reasonable assurance modeling, program management, monitoring and reporting, and similar program implementation costs. LACFCD will not contribute money toward regional BMP projects identified in the WMP unless it affirmatively agrees to do so by separate agreement of the participating watershed permittees.

In order to address LACFCD's policy, the MOU Amendment provides that its purpose is limited to the implementation of the WMP and its related monitoring program, known as the CIMP. Section 2 of the MOU states that contributions may only be used to fund "the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower Los Angeles River ("LLAR") 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 or Green Streets projects." (emphasis added). As the LLAR WMP is not an enhanced watershed management program under the 2012 Los Angeles County MS4 Permit, the term "regional BMP projects" does not refer to a regional BMP project designated under an enhanced watershed management program.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount  
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

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GWMA agrees that the above quoted provision means that LACFCD's annual financial contribution under the MOU shall be used only for costs relating to the implementation of the WMP and CIMP that do not involve regional BMP projects, unless the LACFCD affirmatively agrees to use all or some of its contribution to fund such projects. As a result, GWMA will not expend LACFCD's annual contributions on regional BMP projects identified in the WMP unless and until it receives written consent from LACFCD to do so for a specific project.

Please note that GWMA serves as a pass through between the Watershed Committee and the consultants selected by the Watershed Committee to implement the WMP. When paying consultant invoices relating to the WMP, GWMA relies on the recommended annual budget submitted to GWMA by the LLAR Watershed Committee pursuant to Section 9 of the MOU. As a Watershed Permittee and member of the Watershed Committee, the LACFCD participates in the preparation and approval of this annual budget. The GWMA Board of Directors approves the Watershed Committee's recommended annual budget by June 30th of each year, and thereafter expends Watershed Permittee funds on approved budget items.

During the Watershed Committee's deliberation of its annual budget, which necessarily involves a review of the consultant's scope of work, the LACFCD has an opportunity to identify any item(s) relating to a regional BMP project that has not yet been approved by the LACFCD, the other Watershed Permittees, and GWMA. This review occurs prior to the Watershed Committee's approval of its recommended annual budget.<sup>1</sup> GWMA may presume that LACFCD's annual financial contribution may be expended on any item in the annual budget provided to GWMA by the Watershed Committee.

If for any reason, the LACFCD does not identify a budget item relating to a regional BMP project in the annual budget to the Watershed Committee, then LACFCD can request for a remedy to have that item and cost credited and removed from its cost allocation as part of the next fiscal year's budget cycle. GWMA will not reimburse the LACFCD out of its general fund for any costs relating to a regional BMP project identified in an approved annual budget.

---

<sup>1</sup> Pursuant to Section 9(f) of the MOU, as amended, the LACFCD "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 12.a of the MOU."

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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If the above conditions accurately reflect your understanding of the MOU Amendment and are agreeable to the LACFCD, please indicate your agreement by signing below and return this letter along with the signed MOU Amendment to the following address:

GWMA  
Attn: Traci Gleason  
16401 Paramount Avenue  
Paramount, CA 90723

Sincerely,

Lisa Ann Rapp  
Chair, GWMA

Agreed:

---

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT  
A body corporate and politic

By: \_\_\_\_\_  
CHIEF ENGINEER

Enclosure: MOU Amendment

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnickliff (Signal Hill), Secretary/Treasurer**  
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Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY,  
LAKEWOOD, LONG BEACH, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH  
GATE, 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") AND SUBSEQUENT  
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, the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate ("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 Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, 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 1, 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 Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, 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

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 Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. 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

G. 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

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) 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-H of Section 1 of this Second Amendment, which are set forth above 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, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower Los Angeles River ("LLAR") 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 or Green Streets projects."

4. 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 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. 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 “B”** (“Cost Sharing Formula”) 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 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 LLAR 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 LLAR 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 Proportional Costs of the Consultants’



services through the following June 30<sup>th</sup>. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LLAR Watershed Committee 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 Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15<sup>th</sup> of each year, the LLAR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the LLAR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30<sup>th</sup> of each year an invoice representing the Watershed Permittee's Proportional 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 LLAR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional 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 12.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 LLAR Watershed Committee 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 LLAR 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 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") or rolled over into the subsequent MOU if requested by the Permittee."

**6.** Paragraph a) of Section 12 of the MOU entitled "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 Formula in **Exhibit "B"** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU.

**7. Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth shall replace "Exhibit "B1 ("Cost Sharing Formula for Preparation of the Plans") and Exhibit "B2" ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

**8.** 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: \_\_\_\_\_

LOS ANGELES GATEWAY REGION INTEGRATED  
REGIONAL WATER MANAGEMENT JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF LAKEWOOD  
Mayor  
5050 Clark Avenue  
Lakewood, CA 90712

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

By:

\_\_\_\_\_  
Deputy City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF LYNWOOD  
City Manager  
11330 Bullis Road  
Lynwood, CA 90262

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF PICO RIVERA  
City Manager  
6615 Passons Boulevard  
Pico Rivera, CA 90660

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney



**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF PARAMOUNT  
City Manager  
16400 Paramount Blvd  
Paramount, CA 90723

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF SOUTH GATE  
City Manager  
8650 California Avenue  
South Gate, CA 90280

\_\_\_\_\_  
\_\_\_\_\_  
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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk-Treasurer

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LLAR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

By:

\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

\_\_\_\_\_  
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*
Downey	5.54	12.67%	\$74,409.76	\$8,156.82	\$82,566.58
Lakewood	0.08	0.18%	\$1,057.12	\$8,156.82	\$9,213.94
Long Beach	19.22	43.96%	\$258,173.10	\$8,156.82	\$266,329.92
Lynwood	4.84	11.07%	\$65,013.11	\$8,156.82	\$73,169.93
Paramount	3.12	7.14%	\$41,932.57	\$8,156.82	\$50,089.39
Pico Rivera	2.36	5.40%	\$31,713.71	\$8,156.82	\$39,870.53
Signal Hill	1.21	2.77%	\$16,267.96	\$8,156.82	\$24,424.78
South Gate	7.35	16.81%	\$98,723.61	\$8,156.82	\$106,880.43
LACFCD (5% of total)		--	--	--	\$34,344.50
<b>Total</b>	<b>43.72</b>	<b>100.00%</b>	<b>\$587,290.95</b>	<b>\$65,254.55</b>	<b>\$686,890.00</b>

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

Notes:

- The LLAR 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 \$618,201 and \$755,579, (Average = \$686,890.00) 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 LLAR 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 LLAR 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.



*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

October 8, 2020

Mr. Mark Pestrella  
Chief Engineer  
Los Angeles County Public Works  
900 S. Fremont Ave.  
Alhambra, CA 91803

Attention: Mr. Paula Alva

Re: Second Amendment to the Lower San Gabriel River Watershed Group MOU

Dear Mr. Pestrella:

I currently serve as the Chair of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"). I am writing to memorialize the mutual understanding of the Los Angeles County Flood Control ("LACFCD") and GWMA regarding GWMA's implementation of the above-referenced MOU amendment attached hereto as Exhibit A (the "MOU Amendment").

I am informed that LACFCD has adopted a policy that limits the use of its financial contributions to watershed management programs (WMP), such as the Lower San Gabriel River WMP, to implementation costs relating to adaptive management, reasonable assurance modeling, program management, monitoring and reporting, and similar program implementation costs. LACFCD will not contribute money toward regional BMP projects identified in the WMP unless it affirmatively agrees to do so by separate agreement of the participating watershed permittees.

In order to address LACFCD's policy, the MOU Amendment provides that its purpose is limited to the implementation of the WMP and its related monitoring program, known as the CIMP. Section 2 of the MOU states that contributions may only be used to fund "the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") 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 or Green Streets projects." (emphasis added). As the LSGR WMP is not an enhanced watershed management program under the 2012 Los Angeles County MS4 Permit, the term "regional BMP projects" does not refer to a regional BMP project designated under an enhanced watershed management program.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
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Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

GWMA agrees that the above quoted provision means that LACFCD's annual financial contribution under the MOU shall be used only for costs relating to the implementation of the WMP and CIMP that do not involve regional BMP projects, unless the LACFCD affirmatively agrees to use all or some of its contribution to fund such projects. As a result, GWMA will not expend LACFCD's annual contributions on regional BMP projects identified in the WMP unless and until it receives written consent from LACFCD to do so for a specific project.

Please note that GWMA serves as a pass through between the Watershed Committee and the consultants selected by the Watershed Committee to implement the WMP. When paying consultant invoices relating to the WMP, GWMA relies on the recommended annual budget submitted to GWMA by the LSGR Watershed Committee pursuant to Section 9 of the MOU. As a Watershed Permittee and member of the Watershed Committee, the LACFCD participates in the preparation and approval of this annual budget. The GWMA Board of Directors approves the Watershed Committee's recommended annual budget by June 30th of each year, and thereafter expends Watershed Permittee funds on approved budget items.

During the Watershed Committee's deliberation of its annual budget, which necessarily involves a review of the consultant's scope of work, the LACFCD has an opportunity to identify any item(s) relating to a regional BMP project that has not yet been approved by the LACFCD, the other Watershed Permittees, and GWMA. This review occurs prior to the Watershed Committee's approval of its recommended annual budget.<sup>1</sup> GWMA may presume that LACFCD's annual financial contribution may be expended on any item in the annual budget provided to GWMA by the Watershed Committee.

If for any reason, the LACFCD does not identify a budget item relating to a regional BMP project in the annual budget to the Watershed Committee, then LACFCD can request for a remedy to have that item and cost credited and removed from its cost allocation as part of the next fiscal year's budget cycle. GWMA will not reimburse the LACFCD out of its general fund for any costs relating to a regional BMP project identified in an approved annual budget.

---

<sup>1</sup> Pursuant to Section 9(f) of the MOU, as amended, the LACFCD "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."

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount  
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

If the above conditions accurately reflect your understanding of the MOU Amendment and are agreeable to the LACFCD, please indicate your agreement by signing below and return this letter along with the signed MOU Amendment to the following address:

GWMA  
Attn: Traci Gleason  
16401 Paramount Avenue  
Paramount, CA 90723

Sincerely,

Lisa Ann Rapp  
Chair, GWMA

Agreed:

---

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT  
A body corporate and politic

By: \_\_\_\_\_  
CHIEF ENGINEER

Enclosure: MOU Amendment

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnickliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
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Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*



**SECOND AMENDMENT TO THE 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 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 AND  
SUBSEQUENT 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 Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier ("Cities"), and the Los Angeles County Flood Control District ("LACFCD"):

**1. Recitals.** This **SECOND AMENDMENT** is made with respect to the following facts and purposes:

A. For the purposes of this Second Amendment, 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, 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 1, 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 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"), 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 Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. 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

G. 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

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) 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-H of Section 1 of this Second Amendment, which are set forth above 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, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower San Gabriel River ("LSGR") 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 or Green Streets projects."

4. 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 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. 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 "B"** ("Cost Sharing Formula") 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 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 LSGR 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 LSGR 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 Proportional Costs of the Consultants' services through the following June 30<sup>th</sup>. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LSGR Watershed Committee 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 Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15<sup>th</sup> of each year, the LSGR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the LSGR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30<sup>th</sup> of each year an invoice representing the Watershed Permittee's Proportional 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 LSGR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional 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 12.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 LSGR Watershed Committee 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 LSGR 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 "B."** 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") or rolled over into the subsequent MOU if requested by the Permittee."

6. Paragraph a) of Section 12 of the MOU entitled "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 Formula in **Exhibit B** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU."

7. **Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth in full shall replace "**Exhibit "B1"** ("Cost Sharing Formula for Preparation of the Plans") and **Exhibit "B2"** ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

8. 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]

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION INTEGRATED  
REGIONAL WATER MANAGEMENT JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
Lisa Ann Rapp  
GWMA Chair

\_\_\_\_\_  
Nicholas R. Ghirelli  
General Counsel

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF ARTESIA  
City Manager  
18747 Clarkdale Avenue  
Artesia, CA 90701

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney



**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF DIAMOND BAR  
City Manager  
21810 Copley Drive  
Diamond Bar, CA 91765

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF HAWAIIAN GARDENS  
City Manager  
21815 Pioneer Blvd  
Hawaiian Gardens, CA 90716

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF LA MIRADA  
City Manager  
13700 La Mirada Blvd  
La Mirada, CA 90638

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF LAKEWOOD  
Mayor  
5050 Clark Avenue  
Lakewood, CA 90712

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF NORWALK  
City Manager  
12700 Norwalk Blvd  
Norwalk, CA 90650

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney



**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF PICO RIVERA  
City Manager  
6615 Passons Boulevard  
Pico Rivera, CA 90660

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

CITY OF WHITTIER  
City Manager  
13230 Penn Street  
Whittier, CA 90602

\_\_\_\_\_

\_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk-Treasurer

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**APPROVED BY GWMA BOARD  
ON JULY 9, 2020**

LSGR WMP  
07/09/2020

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

DATE: \_\_\_\_\_

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

By:

\_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

\_\_\_\_\_  
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*
Artesia	1.62	1.85%	\$11,151.08	\$5,151.81	\$16,302.89
Bellflower	1.90	2.17%	\$13,079.92	\$5,151.81	\$18,231.73
Cerritos	8.82	10.09%	\$60,818.62	\$5,151.81	\$65,970.42
Diamond Bar	14.89	17.03%	\$102,650.25	\$5,151.81	\$107,802.06
Downey	6.62	7.57%	\$45,629.03	\$5,151.81	\$50,780.84
Hawaiian Gardens	0.96	1.10%	\$6,630.37	\$5,151.81	\$11,782.18
La Mirada	7.84	8.97%	\$54,067.69	\$5,151.81	\$59,219.50
Lakewood	2.02	2.31%	\$13,923.79	\$5,151.81	\$19,075.59
Long Beach	3.34	3.82%	\$23,025.48	\$5,151.81	\$28,177.29
Norwalk	9.76	11.16%	\$67,268.16	\$5,151.81	\$72,419.97
Pico Rivera	6.14	7.02%	\$42,313.84	\$5,151.81	\$47,465.65
Santa Fe Springs	8.88	10.15%	\$61,180.27	\$5,151.81	\$66,332.08
Whittier	14.66	16.76%	\$101,022.80	\$5,151.81	\$106,174.60
LACFCD (5% of total)		--	--	--	\$35,249.20
<b>Total</b>	<b>87.45</b>	<b>100.00%</b>	<b>\$602,761.32</b>	<b>\$66,973.48</b>	<b>\$704,984.00</b>

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

Notes:

- The LSGR 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 \$634,485 and \$775,482 (Average = \$704,984), 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 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. LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.