

ATTACHMENT B:

DRAFT FINAL MOU

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND  
THE CITIES OF BELLFLOWER, CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH,  
PARAMOUNT, SIGNAL HILL, AND THE LOS ANGELES COUNTY FLOOD CONTROL  
DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED  
MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED MONITORING  
PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL  
BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-  
2012-0175 ("MS4 PERMIT")

This 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 ("Watershed Permittees"), and the Los Angeles County Flood Control District ("LACFCD"):

RECITALS

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

WHEREAS, the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill manage and drain stormwater wholly or partially into the Los Cerritos Channel (see Exhibit A); and

WHEREAS, the LACFCD owns and operates a significant portion of the storm drain system in the Los Cerritos Channel Watershed; and

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill and the LACFCD; and

WHEREAS, several of these Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Los Cerritos Channel Freshwater Watershed; and

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

WHEREAS, the MS4 Permit was adopted by the California Regional Water Quality Control Board (“Regional Water Board”) on November 8, 2012 and became effective on December 28, 2012 and allows Permittees to prepare a Watershed Management Program (“WMP”) or an Enhanced Watershed Management Plan (“EWMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively “the Plans,” in compliance with certain elements of the MS4 Permit; and

WHEREAS, Section VI.E.3 of the new MS4 permit provides a framework for developing implementation plans for USEPA-established TMDLs by requiring permittees subject to waste load allocations (WLAs) in such TMDLs to propose and implement best management practices (BMPs) that will be effective in achieving compliance with USEPA-established numeric WLAs; and

WHEREAS, the City of Long Beach is regulated under a separate MS4 permit; and

WHEREAS, the California Department of Transportation (“Caltrans”) is regulated under a separate MS4 permit and considering entering into a separate MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans enters into an MOU, the Parties contemplate that the payment formula in Table 1 will be modified as appropriate; and

WHEREAS, in 2009, the Watershed Permittees, excluding the LACFCD, created the Los Cerritos Channel Metals TMDLs Technical Committee, consisting of voluntary representatives from each of the Watershed Permittees, for the preparation of watershed Implementation Plans for the Metals TMDLs; and

WHEREAS, at the June 20, 2013 meeting of the Los Cerritos Channel Metals TMDLs Technical Committee, the decision was made to change the name of the group to the Los Cerritos Channel Watershed Group (“Group”); and

WHEREAS, the Watershed Permittees wish to maintain continuity of the effort to work with the GWMA in coordinating the preparation and submission of the Plans to be presented to the Regional Water Board on behalf of the Permittees; and

WHEREAS, at the April 24, 2013 meeting of the Los Cerritos Channel Metals TMDLs Technical Committee (now Group), the decision was made to prepare a Watershed Management Plan with the option of converting the WMP to an EWMP upon approval by the Group prior to December 28, 2013; and

WHEREAS, there are remaining funds on deposit with the GWMA for use in preparation of an implementation plan and implementation of control measures for the Metals TMDLs in previous MOAs and the Group approved spending the remaining funds for the WMP, for matching funds for the Los Cerritos Channel Watershed Segmentation and LID Planning Proposition 84 project, and other purposes to be determined by the Group; and

WHEREAS, the Watershed Permittees have elected to prepare and adopt the Plans to address certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and hire a Consultant or Consultants to assist the Parties with preparation and adoption of the Plans; and

WHEREAS, the Parties have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined that the costs of preparing the Plans and other related costs to be incurred by the GWMA should be paid by the Watershed Permittees based on the proportional costs ("Proportional Costs") in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation, and any additional services agreed to by the Watershed Permittees working through the Los Cerritos Channel Watershed Group and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans and required monitoring; Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect through September 30, 2026, on every Party except the LACFCD unless sooner terminated as provided herein. The term with the LACFCD shall expire upon approval of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the LACFCD.

Section 7. Group Representative. The Group shall appoint a Representative (“Representative”) and may appoint an Alternate Representative (“Alternate Representative”) each of whom shall have the authority to speak on behalf of the Group to the GWMA on decisions to be made by the Group. The Group shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GWMA may rely on written directions from either the Representative or the Alternate Representative. In the event of conflicting directions from the Representative and the Alternate Representative, the GWMA shall rely on the Representative’s direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Group. The consultant or consultants (“Consultant”) shall prepare the Plans and any other plans and/or projects that the Group determines are necessary and the costs of which will be paid collectively by the Watershed Permittees. The Representative and Alternate Representative shall be the means of communication between the Group and the GWMA on the approval of the Consultant and any other work the Group requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit B for Consultant costs approved in Section 8, and costs incurred in preparing the Metals TMDLs, and the LID Planning Proposition 84 project and any other related costs 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 a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees, (“MOU Costs”) incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Permittee to cover each Permittee’s share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA Policy Board.

- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Proportional Costs for Consultant services through the following or current fiscal year. Prior to releasing payment to the Consultant, the GWMA shall submit a copy of the Consultant's invoice to the Group for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative Or Alternate Representative.
- d) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or in excess of any budget approved by the GWMA and the Group unless the Group authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the Group does not provide authorization to incur these additional obligations.
- e) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs to the GWMA within forty-five days (45) days of receipt.
- f) Upon execution of this MOU, the Group shall recommend to GWMA a budget for the 2013-14 fiscal year. Each successive year, commencing May 15, 2014, the Group shall recommend to GWMA a budget for the following fiscal year. Within 30 days of the execution of this MOU, GWMA shall consider the recommendation and adopt a budget inclusive of the Group's recommendation for the 2013-14 fiscal year. For each successive year, GWMA shall consider the Group's recommendation and adopt a budget by June 30<sup>th</sup> inclusive of the Group's recommendation. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Proportional Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the Group.
- g) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the Group and such payment is not received by the GWMA within sixty (60) days after first being invoiced by the GWMA. 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 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 ninety (90) 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 Table 1 or such other formula to which the Watershed Permittees shall direct. 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 may suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within sixty (60) days of receipt unless the City Managers/Administrators of those Watershed Permittees in good standing inform the GWMA in writing that they 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 Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.
- k) The Parties previously funded Los Cerritos Channel Metals TMDL Implementation Plans through separate MOAs. This MOU shall not supercede those MOA's, but the Watershed Permittees may expend funds collected for work under one or more of those MOA's for costs incurred under this MOU.

Section 10. Notice of Intent Letter. Pursuant to Section V.C.4.b (page 55) of the MS4 Permit, the Watershed Permittees agree to jointly draft, execute and submit to the Regional Water Board by June 28, 2013, a Notice of Intent ("NOI") letter that complies with all applicable MS4 Permit provisions.

Section 11. Independent Contractor.

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

Section 12. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under this MOU.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the GWMA and each other Watershed Permittee and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Watershed Permittee's gross negligence or intentional acts or the gross negligence or intentional acts of its officers, employees, or other representatives and agents other than the Consultants.



- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.
- d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain insurance throughout the term of their contracts with the GWMA.
- e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant(s) shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 13. Withdrawal; Termination.

- a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its 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. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

- b) The GWMA may, with a two-thirds (2/3) vote of the full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 14. Miscellaneous.

- a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA: Ms. Grace Kast  
GWMA Executive Officer  
c/o Gateway Cities Council of  
Governments  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Watershed Permittees:

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

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

Mr. Gilbert A. Livas  
City Manager  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241-7016

Mr. Howard L. Chambers  
City Manager  
City of Lakewood

5050 Clark Avenue  
Lakewood, CA 90712

Mr. Patrick H. West  
City Manager  
City of Long Beach  
333 West Ocean Boulevard, 13<sup>th</sup> Floor  
Long Beach, CA 90802

Ms. Linda Benedetti-Leal  
City Manager  
City of Paramount  
16400 Colorado Ave.  
Paramount, CA 90723

Mr. Kenneth C. Farfsing  
City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755-3799

Mr. Gary Hildebrand  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

- b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Los Cerritos Channel Metals TMDLs Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the Los Cerritos Channel Watershed Group.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

- d) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.
- e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.
- f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.
- g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).
- h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

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

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

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER

MANAGEMENT JOINT POWERS  
AUTHORITY

---

Christopher S. Cash  
GWMA Chair

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

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

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

\_\_\_\_\_  
Mr. Jeffrey L. Stewart, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Mr. Art Gallucci, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

CITY OF DOWNEY

Mr. Gilbert A. Livas  
City Manager  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241-7016

\_\_\_\_\_  
Mr. Gilbert A. Livas, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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



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

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

CITY OF LAKEWOOD  
Mr. Howard L. Chambers  
City Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

\_\_\_\_\_  
Mr. Howard L. Chambers, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Mr. Patrick H. West, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Ms. Linda Benedetti-Leal, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

CITY OF SIGNAL HILL  
Mr. Kenneth C. Farfsing  
City Manager  
City of Signal Hill  
2175 Cherry Ave  
Signal Hill, CA 90775

\_\_\_\_\_  
Mr. Kenneth C. Farfsing  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
County of Los Angeles Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 S. Fremont Avenue  
Alhambra, CA 91803-1331

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

John F. Krattli  
County Counsel

\_\_\_\_\_  
TITLE

EXHIBIT A

Los Cerritos Channel Freshwater Watershed  
Municipalities and Metals TMDL Sub-basins

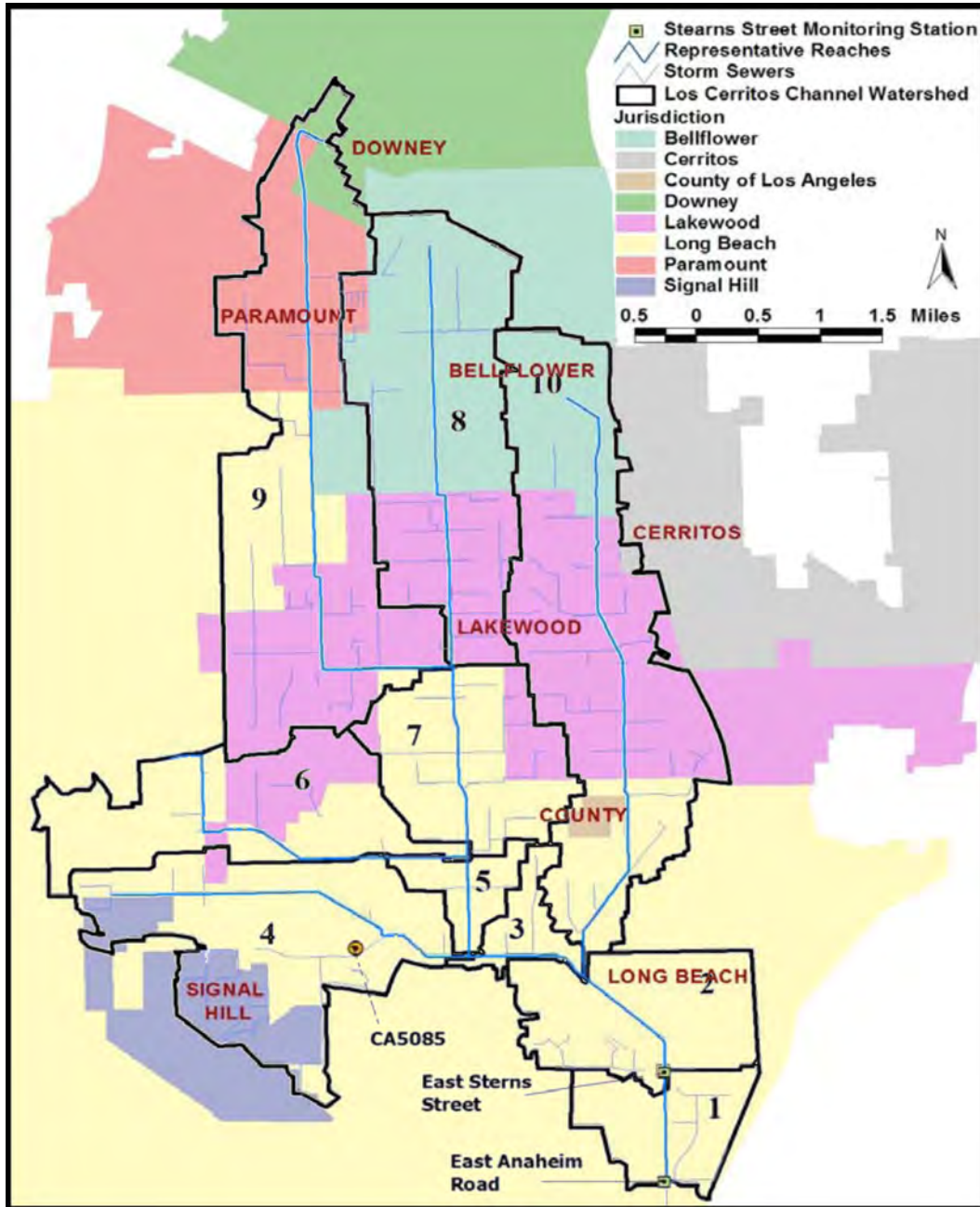


EXHIBIT B  
Cost Sharing

The Watershed Permittees agree to pay for the cost of preparation of the WMP (or EWMP if subsequently designated by the parties) and the CIMP. The LACFCD will pay 10 percent (10%) of the cost of the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to the cost sharing formula in Table 1. Each Permittee (other than the LACFCD) shall pay an equal share of 35 percent of the cost (flat fee); 65 percent of the costs to be paid based on proportion of the Watershed Permittees' area. If Caltrans determines to participate in the preparation of a WMP (or EWMP) and CIMP, Caltrans will enter into a separate MOU with GWMA and will pay \$33,476.21 for FY 13-14.

TABLE 1

Cost Sharing Table through submittal of WMP on or before June 28, 2014

Agency Name	Acres in Watershed	% of Total Area	Flat Fee <sup>1</sup>	Share Per Percentage of Watershed <sup>1</sup>	Cost Share Percentage	Total
LACFCD	NA	NA	\$65,000	NA	NA	\$65,000
Bellflower	2,818.43	16.46%	\$25,000	\$53,507.64	15.70%	\$78,507.64
Cerritos	57.60	0.34%	\$25,000	\$1,093.53	5.22%	\$26,093.53
Downey	245.00	1.43%	\$25,000	\$4,651.31	5.93%	\$29,651.30
Lakewood	4,802.77	28.06%	\$25,000	\$91,180.15	23.24%	\$116,180.15
Long Beach	7,535.38	44.02%	\$25,000	\$143,058.50	33.60%	\$168,058.51
Paramount	1,128.93	6.59%	\$25,000	\$21,432.63	9.29%	\$46,432.63
Signal Hill	530.75	3.10%	\$25,000	\$10,076.24	7.02%	\$35,076.24
Transfer <sup>2</sup>	NA	NA	\$85,000	NA	NA	\$85,000
<b>Total<sup>3,4</sup></b>	<b>17,118.86<sup>5</sup></b>	<b>100.00%</b>	<b>\$325,000</b>	<b>\$325,000.00</b>	<b>100.00%</b>	<b>\$650,000.00</b>

Source: City acreage within watershed from EPA

<sup>1</sup> For the municipalities, 35% is based on a Flat Fee and 65% is based on percent of Freshwater Watershed acreage. LACFCD is paying \$65,000, 10% of the cost of preparing the WMP and the CIMP.

<sup>2</sup> \$85,000 will be transferred from funds remaining in a GWMA account for implementing MOAs "for the Administration and Cost Sharing Resulting from Preparation of the Los Cerritos Channel Metals Total Maximum Daily Load Implementation Plan, Monitoring Program, and Special Studies." The amount of this transfer may be reduced if Caltrans participates in the development of the WMP and the CIMP.

<sup>3</sup> Based on total budget of \$650,000.

<sup>4</sup> This estimate does not include Caltrans at this time.

<sup>5</sup> The established TMDL indicates that the watershed contains 17,711 acres. The total acreage shown in Table 1 excludes a 95-acre unincorporated County area and 497.97 acres of Caltrans property.



TABLE 2

Cost Sharing Formula per \$100,000 beginning June 29, 2014 through September 30, 2026

Agency Name	Acres in Watershed	% of Total Area	Share Per Percentage of Watershed <sup>1</sup>	Flat Fee <sup>1</sup>	Cost Share Percentage	Share Per \$100,000
LACFCD <sup>2</sup>	NA	NA	NA	NA	NA	NA
Bellflower	2,818.43	16.46%	\$10,701.53	\$5,000	15.70%	\$15,701.53
Cerritos	57.60	0.34%	\$218.70	\$5,000	5.22%	\$5,218.70
Downey	245.00	1.43%	\$930.26	\$5,000	5.93%	\$5,930.26
Lakewood	4,802.77	28.06%	\$18,236.03	\$5,000	23.24%	\$23,236.03
Long Beach	7,535.38	44.02%	\$28,611.70	\$5,000	33.61%	\$33,611.70
Paramount	1,128.93	6.59%	\$4,286.53	\$5,000	9.29%	\$9,286.53
Signal Hill	530.75	3.10%	\$2,015.25	\$5,000	7.02%	\$7,015.25
<b>Total<sup>3,4,5</sup></b>	<b>17,118.86</b>	<b>100.00%</b>	<b>65,000</b>	<b>35,000</b>	<b>100.00%</b>	<b>100,000</b>

Source: City acreage within watershed from EPA

<sup>1</sup> For the municipalities, 65% is based on percent of Freshwater Watershed acreage and 35% based on a Flat Fee of \$5,000 per \$100,000.

<sup>2</sup> LACFCD's participation beginning June 29, 2014 will be subject to an amendment to the MOU or equivalent agreement.

<sup>3</sup> The Watershed Group will determine each year a budget for the following fiscal year necessary to comply with Section VI.C of Order No. R4-2012-0175 and the comparable requirements for the new Long Beach MS4 Permit.

<sup>4</sup> This estimate does not include Caltrans at this time.

<sup>5</sup> The established TMDL indicates that the watershed contains 17,711 acres. The total acres shown in Table 2 excludes a 95-acre unincorporated County area and 497.97 acres of Caltrans property.