

**THIRD 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, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH GATE,
LONG BEACH, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM 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. R4-2021-0105 MUNICIPAL SEPARATE STORM SEWER SYSTEM**

This **THIRD 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, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

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

A. For the purposes of this Third Amendment, the term “Watershed Permittees” shall mean the Cities of Downey, Lakewood, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, 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, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Long Beach, 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 (“Regional Board”), National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MS4 Permit”); and

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

E. In 2021, the Regional Board re-adopted the MS4 Permit by Order No. R4-2021-0105. This version of the MS4 Permit included similar WMP and CIMP provisions; and

F. The Watershed Permittees are 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. 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. On July 9, 2020, the Parties entered into the Second Amendment to the MOU in order 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; and

J. The Parties now desire to amend the MOU to extend the MOU's term through September 30, 2030.

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-J of Section 1 of this Third 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, 2030, unless sooner terminated as provided herein."

4. **Exhibit “B”** (“Annual Average Cost Sharing Formula beginning FY July 1, 2025”) attached hereto and incorporated herein as though set forth in full shall replace **“Exhibit “B”** (“Cost Sharing Formula”) previously adopted under the Second Amendment.

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

[SIGNATURE PAGES FOLLOW]

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD 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

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

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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

DATE: _____

CITY OF LONG BEACH
City Manager
333 West Ocean Boulevard, 13th Floor
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 **THIRD 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

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD 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

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD 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

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD 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 **THIRD 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

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

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works

By: _____
Chief Engineer

APPROVED AS TO FORM:

Dawyn R Harrison
County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2025

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%	\$87,919.25	\$9,637.73	\$97,556.98
Lakewood	0.08	0.18%	\$1,249.05	\$9,637.73	\$10,886.78
Long Beach	19.22	43.96%	\$305,045.80	\$9,637.73	\$314,683.53
Lynwood	4.84	11.07%	\$76,816.58	\$9,637.73	\$86,454.32
Paramount	3.12	7.14%	\$49,545.66	\$9,637.73	\$59,183.39
Pico Rivera	2.36	5.40%	\$37,471.50	\$9,637.73	\$47,109.24
Signal Hill	1.21	2.77%	\$19,221.49	\$9,637.73	\$28,859.23
South Gate	7.35	16.81%	\$116,647.40	\$9,637.73	\$126,285.14
LACFCD (5% of total)		--	\$34,324.40	--	\$34,324.40
Total	43.72	100.00%	\$728,241.14	\$77,101.86	\$805,343.00

* 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 \$765,075 and \$926,144, (Average = \$845,610) depending on the potential for a new regional MS4 Permit to go in effect, plus GWMA administrative fees. The current MS4 Permit is scheduled to expire on September 11, 2026. The watershed budgets 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 for the new Permit.
- 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.