

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

THE CITIES OF BELLFLOWER, LAKEWOOD, LONG BEACH, PARAMOUNT,
RANCHO PALOS VERDES, ROLLING HILLS, ROLLING HILLS ESTATES, SIGNAL
HILL, AND LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR
COMMISSIONERS, THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT, AND THE PORT OF LONG BEACH
FOR

ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE
COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR THE
DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS
WATERS TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS

This First Amendment to the Memorandum of Understanding (“MOU”) dated April 15, 2019, 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, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Signal Hill, and Los Angeles, acting by and through its Board of Harbor Commissioners (“POLA”), the County of Los Angeles, the Los Angeles County Flood Control District (“LACFCD”), and separately the City of Long Beach Harbor Department, acting by and through its Board of Harbor Commissioners (“Port of Long Beach”) is made and entered into as of July 1, 2024.

RECITALS

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

WHEREAS, for the purposes of the MOU, the term “Permittees” shall mean the Cities of Bellflower, Lakewood, Long Beach, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Signal Hill, and the County of Los Angeles, the LACFCD, POLA, and the Port of Long Beach; and

WHEREAS, the Permittees and the GWMA are collectively referred to as the “Parties”; and

WHEREAS, the United States Environmental Protection Agency (“EPA”) approved the Total Maximum Daily Loads (“TMDL”) for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (“Harbor Toxic Pollutants TMDL”); and

WHEREAS, the Harbor Toxic Pollutants TMDL remains in effect and regulates certain discharges from National Pollutant Discharge Elimination System (“NPDES”) permit holders, requiring organization and cooperation among the Permittees; and

WHEREAS, the Regional Board adopted a new Regional MS4 Permit, NPDES Permit No. CAS004004 via Order No. R4-2021-0105 on July 23, 2021 with an effective date of September 11, 2021; and

WHEREAS, the Harbor Toxic Pollutants TMDL is implemented through the Regional MS4 Permit; and

WHEREAS, the Permittees manage, drain or convey storm water into at least a portion of the Dominguez Channel, Greater Los Angeles and Long Beach Harbor Waters (including Consolidated Slip) and the Los Angeles River Estuary (“Greater Harbor Waters”); and

WHEREAS, the MOU pertains to those areas tributary to the Greater Harbor Waters; and

WHEREAS, the MOU is currently scheduled to expire on December 31, 2024; and

WHEREAS, the Permittees desire to extend the MOU and continue implementing the Coordinated Compliance, Monitoring, and Reporting Plan (“CCMRP”) for the TMDL to ensure compliance with the TMDL and consistency with other regional monitoring programs and usability with other TMDL related studies; and

WHEREAS, monitoring cost increases have increased substantially due to requirements in the revised TMDL, including potential amendments to the existing CCMRP, more extensive chemistry sampling to meet high resolution PCB analysis and others, possible model revisions to address human health sediment quality objectives, potential hot spot investigations, and general cost increases; and

WHEREAS, pursuant to Section 9(m) of the MOU, the Permittees further desire to amend the MOU’s cost share formula in light of the revision to the Harbor Toxic Pollutants TMDL and the new Regional MS4 Permit; and

WHEREAS, the CCMRP was approved by the Regional Board Executive Officer on June 6, 2014; and

WHEREAS, the Regional Board Executive Officer approved a revised CCMRP on November 19, 2019.

WHEREAS, implementation of the CCMRP requires administrative and professional coordination services for the Permittees that the GWMA is able and willing to provide; and

WHEREAS, the Permittees collaborate with the GWMA in the implementation of the CCMRP; and

WHEREAS, GWMA has retained a consultant, Anchor QEA, L.L.C. ("Consultant") to conduct monitoring necessary to implement the CCMRP will be beneficial to the Permittees; and

WHEREAS, the Permittees have requested an extension to the Consultant's agreement, and authorized GWMA to extend Consultant's contract and serve as conduit for paying Consultant to continue implementing and conducting the monitoring set forth in the CCMRP.

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. Term. Section 6 of the MOU ("Term") is amended to read as follows:

"Term. The term of this MOU shall commence on the effective date of this Agreement as set forth in the preamble and expire on December 31, 2029, unless terminated earlier pursuant to this MOU."

Section 3. Monitoring Costs. **Exhibit "A"** ("Monitoring Costs") is amended in its entirety and replaced with the version attached to this First Amendment.

Section 4. Other NPDES Permit Holders. Subsection 13(a) of the MOU ("Other NPDES Permit Holders") is amended to read as follows

"(a) Other NPDES Permit Holders.

i. Individual or general NPDES permit holders who are not Permittees but receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in the implementation of the CCMRP in order to utilize the CCMRP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits. Any such NPDES permit holder may submit a letter of interest to the Chair requesting to become a participant in the CCMRP. The letter of interest at a minimum shall contain a commitment to pay annually for participant status Thirty-Four Thousand Two Hundred Thirty-One Dollars (\$34,231.00), plus any cumulative CPI Adjustment as defined below ("Annual Payment Amount"). The Annual Payment Amount will be annually and cumulatively adjusted during each year of this MOU's term based upon the percentage change in the Bureau of Labor Statistics' Consumer Price Index, Los Angeles-Long Beach-Anaheim Area, for the twelve-month period ending on March 1st of the preceding fiscal year ("CPI Adjustment"). The GWMA will use the Annual

Payment Amounts received from individual or general NPDES permit holders to reduce the Monitoring Costs charged to the Permittees.

ii. Upon receipt of the letter of interest, the Chair shall distribute the letter to the Permittees who shall vote on whether to grant the NPDES permit holder participant status. If the Permittees by majority vote determine that participant status should be granted, the Chair shall notify GWMA of the Permittees' approval. Upon receipt of a written notice from the Chair of the Permittees' approval for the NPDES permit holder to participate in the implementation of the CCMRP, the GWMA will enter into a separate cost share agreement with the NPDES permit holder that will require the NPDES permit holder to pay the Annual Payment Amount of Thirty-Four Thousand Two Hundred Thirty-One Dollars (\$34,231.00), plus any applicable CPI Adjustments as set forth in Subsection 13(a)(i). Failure to pay the Annual Payment Amount by the date set forth in the agreement shall result in termination of the NPDES permit holder's participant status. The GWMA will deduct and retain from each NPDES permit holder's Annual Payment Amount an amount based on the percentage rate charged to Non-GWMA Members pursuant to Subsection 9(c)(ii) of this MOU in order to recover the GWMA's Administrative Costs.

iii. An NPDES permit holder accepted as a participant shall not be a Permittee or one of the Parties to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to Permittees by this MOU. Participant status entitles an NPDES permit holder only to the monitoring data collected as part of the CCMRP and to have its name included on all reports submitted in accordance with the CCMRP for any fiscal year in which the participant has paid its Annual Payment Amount."

Section 5. Notices. Subsection 7(b) of the MOU ("Notices") is amended to read as follows:

"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:

Grace Kast
Executive Officer
Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittees:

Len Gorecki
Director of Public Works
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Kelli Pickler
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Tom Modica
City Manager
City of Long Beach
411 W. Ocean Boulevard
Long Beach, CA 90802

Mario Cordero
Chief Executive Officer
Port of Long Beach
415 W. Ocean Boulevard
Long Beach, CA 90802

Lisa Wunder
Acting Director of Environmental Management
Port of Los Angeles on behalf of the City of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90713

Adriana Figueroa
Director of Public Works
City of Paramount
16400 Paramount Blvd.
Paramount, CA 90723

Ara Mihranian
City Manager
Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Karina Bañales
City Manager
City of Rolling Hills
2 Portuguese Road
Rolling Hills, CA 90274

Greg Grammer
City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Carlo Tomaino
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755

Thuan Nguyen
Senior Civil Engineer
County of Los Angeles Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Fred Gonzalez
Los Angeles County Flood Control District
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Section 6. Except for the changes set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

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

DATE: _____, 2024

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

APPROVED AS TO FORM:

Nicholas R. Ghirelli
General Counsel

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

DATE: _____, 2024 CITY OF BELLFLOWER

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF LONG BEACH HARBOR
DEPARTMENT, acting by and through its
Board of Harbor Commissioners

_____, 2024

Chief Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024

Deputy City Attorney

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

DATE: _____, 2024

CITY OF LAKEWOOD

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024 CITY OF LONG BEACH

Name: _____
City Manager

ATTEST:

Name: _____
City Clerk

The foregoing document is hereby approved as to form.

Dawn McIntosh, City Attorney

_____, 2024 _____
Name: _____
Deputy City Attorney

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

DATE: _____, 2024

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Name: _____
Executive Director

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Name: _____
Board Secretary

August 7, 2024
Hydee Feldstein Soto, City Attorney

STEVEN Y. ODEA, General Counsel

By: _____
Name: KENNETH MATTELLI
Deputy City Attorney

FUNDS AVAILABLE STAMP

**THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

FOR

**ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION OF THE
COORDINATED COMPLIANCE, MONITORING, AND REPORTING PLAN FOR THE
DOMINGUEZ CHANNEL AND LOS ANGELES AND LONG BEACH HARBORS WATERS
TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOADS**

Account#	21995	W.O. #	78132
Ctr/Div#	7000	Job Fac.#	637-00
Proj/Prog#	000		
Budget FY:		Amount:	
2024/2025		109,564	
2025/2026		109,564	
2026/2027		109,564	
2027/2028		109,564	
2028/2029		109,564	
TOTAL		547,820	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	Erin O'Malley <small>Digitally signed by Erin O'Malley Date: 2024.08.01 07:54:34 -0700</small>		
Verified Funds Available:	<i>Frank Liu</i> <small>Digitally signed by Frank Liu Date: 2024-08-01 09:27:33 -0700</small>		
Date Approved:	8/1/24		

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

DATE: _____, 2024

CITY OF PARAMOUNT

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF RANCHO PALOS VERDES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____

City Clerk

Name: _____

City Attorney

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

DATE: _____, 2024

CITY OF ROLLING HILLS

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF ROLLING HILLS ESTATES

Name: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Name: _____
City Clerk

Name: _____
City Attorney

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

DATE: _____, 2024

CITY OF SIGNAL HILL

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Name: _____

Name: _____

City Clerk

City Attorney

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

DATE: _____, 2024

COUNTY OF LOS ANGELES

Name: _____
Director of Public Works

APPROVED AS TO FORM:

Name: _____
County Counsel

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, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

Name: _____
Chief Engineer

APPROVED AS TO FORM:

County Counsel

Name: _____
Associate

Exhibit "A" Monitoring Costs

Harbor Toxic Downstream Cost Share							
Permittee	Monitoring Cost					Maximum GWMA Admin Cost**	Maximum Annual Cost
	Area (mi ²)	Area Cost	Base Cost	Base Cost plus Area Cost*	Base Cost+Area Per Year		
LACFCD Contribution (flat 10%)	--	--	\$296,700.00	\$296,700	\$59,340	\$44,505	\$69,241
Bellflower (GWMA Member)	4.39	\$85,308	\$80,918	\$166,226	\$33,245	\$8,311	\$34,908
Lakewood (GWMA Member)	7.53	\$146,326	\$80,918	\$227,244	\$45,449	\$11,362	\$47,721
Long Beach (GWMA Member)	39.45	\$766,802	\$80,918	\$847,720	\$169,544	\$42,386	\$178,021
Port of Long Beach (GWMA Member)	11.35	\$220,557	\$80,918	\$301,476	\$60,295	\$15,074	\$63,310
Los Angeles and Port of Los Angeles	20.35	\$395,449	\$80,918	\$476,367	\$95,273	\$71,455	\$109,564
Paramount (GWMA Member)	1.72	\$33,424	\$80,918	\$114,342	\$22,868	\$5,717	\$24,012
Rancho Palos Verdes	3.00	\$58,297	\$80,918	\$139,215	\$27,843	\$20,882	\$32,020
Rolling Hills	0.92	\$17,878	\$80,918	\$98,796	\$19,759	\$14,819	\$22,723
Rolling Hills Estate	0.35	\$6,801	\$80,918	\$87,720	\$17,544	\$13,158	\$20,175
Signal Hill (GWMA Member)	2.18	\$42,363	\$80,918	\$123,281	\$24,656	\$6,164	\$25,889
Unincorporated	0.36	\$6,996	\$80,918	\$87,914	\$17,583	\$13,187	\$20,220
Totals	91.61	\$1,780,200	\$1,188,800	\$2,967,000	\$593,400	\$267,021	\$646,804

RMC Members	
Agencies (30/60 split)	11
LACFCD (10% split)	1
Total	12

Cost Share Breakdown	
Base cost*	30%
Area cost	60%
LACFCD contribution	10%
Total	100%

Rates	
Years	5
GWMA members admin fee floor	0%
GWMA members admin fee ceiling	5%
GWMA non-members admin fee floor	7%
GWMA non-members admin fee ceiling	15%

Individual NPDES Permits	
Private sector permittees	0

Cost Share FY2024-2025 to FY2028-2029 (5 years)						
Other NPDES Permit Holder	Annual Monitoring Cost per Permit Holder	GWMA Direct and Indirect Admin per Permit Holder	Annual Payment per Permit Holder	Total Base Cost per Permit Holder for 5 Years	Total Direct & Indirect Admin Fee for Permit Holder for 5 Years	Total Cost per Permit Holder***
Individual or General NPDES Permit Holders	\$29,766	\$4,465	\$34,231	\$148,830	\$22,325	\$171,155
Total						\$0.00

Costs Per Activity						
Activity	2024-25	2025-26	2026-27	2027-28	2028-29	Cost FY24/25 - FY28-29
Base Fee+Basin Plan Amendment**	\$417,500	\$603,500	\$651,500	\$358,000	\$936,500	\$2,967,000

* Monitoring costs will vary from year to year however costs will be averaged over the 5 year monitoring program. The average amount will be invoiced yearly.
 ** The GWMA administration cost is as follows: Direct admin fee is 0-5% for GWMA members and 5-10% for non-members. Indirect admin fee is 2-5% for non-members.
 *** Amounts shown are from Anchor QEA's Nov 2023 Proposal.
 Permittee costs will be adjusted based on the number of individual NPDES permittees that participate.