

**SECOND AMENDED MEMORANDUM OF AGREEMENT
BETWEEN LOS ANGELES COUNTY SANITATION DISTRICTS
AND THE COUNCIL FOR WATERSHED HEALTH**

This Second Amended Memorandum of Agreement (“Second Amendment”) is made and entered into by and between the County Sanitation District No. 2 of Los Angeles County as the administrative district for the County Sanitation Districts of Los Angeles County (also known as the Los Angeles County Sanitation Districts (“LACSD”)) and the Council for Watershed Health (“CWH”) as of _____ . LACSD and CWH are sometimes herein referred to individually as a “Party” or collectively as the “Parties.” This MOA is made based on the following facts:

LACSD and CWH previously entered into the Memorandum of Agreement between Los Angeles County Sanitation Districts and the Council for Watershed Health dated January 27, 2021, as amended by the First Amended Memorandum of Agreement on June 24, 2022 (collectively the “MOA”), for the purpose of memorializing each Party’s commitment to collaborate on areas of mutual interest regarding water supply and water quality. The Parties now desire to amend the MOA to extend the term in order to support the ongoing work of the Council, including the Council’s work on tasks identified in the Annual Scope of Work as specified below.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 4 of the MOA is hereby deleted and replaced in its entirety with the following:

Section 4. FUNDING AND PAYMENTS

1. LACSD Contribution shall consist of two (2) payments of Fifty Thousand and 00/100 Dollars (\$50,000) payable in fiscal year (FY) 2024-2025 and FY 2025-2026, in accordance with the process outlined in subparagraph 3 of Section 4. The LACSD Contribution will be used for CWH's work on water-related issues in accordance with its Board-approved Annual Workplan, as well as for work on the approved Annual Scope of Work, as long as this MOA remains in effect, subject to and in accordance with subparagraph 2, below.

2. Payment of the LACSD Contribution is expressly conditioned upon its review and approval of CWH’s Annual Scope of Work and CWH’s Annual Progress Report.

3. CWH shall submit to LACSD an invoice on or after July 1st of each Fiscal Year. LACSD shall make a good faith effort to pay CWH all amounts approved for payment within thirty (30) calendar days after LACSD's Project Manager receives CWH's invoice.

4. Any correspondence related to invoicing shall be directed to:

To: Accounting Department: invoices@lacsds.org

cc: Denise Mays, Technical Services Department, LACSD: djmays@lacsds.org

Sharon Green, Project Manager, LACSD: sgreen@lacsds.org

2. Unless otherwise specifically addressed herein, all other terms, conditions, provisions and requirements of the MOA shall remain in full force and effect. Any terms not defined herein shall have the same meaning as specified in the MOA.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year set forth above.

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES

Dated: _____

By: _____
Chairperson, District No. 2

ATTEST:

By _____

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel

COUNCIL FOR WATERSHED HEALTH

By _____
Executive Director