

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

This First Amended Memorandum of Agreement (“MOA”) 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 _____, 2020 (the “2020 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 2020 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:

Section 1. PURPOSE OF THIS AMENDMENT. The purpose of this MOA is to reiterate and confirm the partnership between CWH and LACSD outlined in the 2020 MOA in support of the Parties mutual goals and objectives and to extend the term for the LACSD Contribution.

Section 2. RESPONSIBILITIES OF CWH

1. CWH shall serve as a neutral convener to address critical water issues in the Los Angeles region and build strategic partnerships. This includes hosting symposiums agreed to by the CWH Board or facilitating special projects, such as water quality improvement projects or projects with regional impact, and publishing and distributing publications, such as the Watershed Wise newsletter.

2. CWH shall provide an Annual Scope of Work to LACSD. CWH shall submit the proposed Annual Scope of Work at least 30 days prior to July 1st of each fiscal year. CWH shall implement the approved Annual Scope of Work during each fiscal year.

3. CWH shall provide an Annual Progress Report to LACSD summarizing efforts conducted to implement the Annual Scope of Work. CWH shall provide the Annual Progress Report to LACSD by September 1st of each year summarizing the work completed during the previous fiscal year. In addition to, and at the same time it submits the Annual Progress Report, CWH shall also submit a copy of CWH's most recent comprehensive audited financial statement.

Section 3. RESPONSIBILITIES OF LACSD

1. LACSD shall review, comment and, once all its comments have been addressed to its satisfaction, approve within 30 days, the Annual Scope of Work submitted by CWH pursuant to subparagraph 2 of Section 2, for each fiscal year.

2. LACSD shall review, comment and, once all its comments have been addressed to its satisfaction, approve within 30 days, the Annual Progress Report submitted by CWH pursuant to subparagraph 3 of Section 2, for each fiscal year.

3. LACSD shall participate in CWH activities identified as of interest to LACSD, with a particular focus on activities associated with the approved Annual Scope of Work.

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) 2022-2023 and FY 2023-2024, 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@lacs.org

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

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

Section 5. CONTINUING VALIDITY OF THE 2020 MOA. Unless otherwise specifically addressed herein, all other terms, conditions, provisions and requirements of the 2020 MOA shall remain in full force and effect. Any terms not defined herein shall have the same meaning as specified in the 2020 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