

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWNDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANGAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LAWNDALE, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, Long Beach, the COUNTY, and the LACFCD; and the term CITY shall mean only the City of Los Angeles; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System Permit (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System MS4 Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Dominguez Channel Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (Consultant) to assist the PARTIES in the development of a CIMP; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was conditionally approved by the Regional Board on December 11, 2015; and

WHEREAS, the CITY will perform the monitoring services (sample collection, in-situ measurements, laboratory analyses and analyses reporting - collectively, "MONITORING SERVICES") consistent with the requirements of the approved CIMP and pursuant to the MS4 Permit; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$3,778,613; and.

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES on the PARTIES' behalf, the PARTIES have agreed to pay the CITY for its MONITORING SERVICES as indicated in Tables 1A-1E of Exhibit A of this MOA; and

WHEREAS, the PARTIES agree to implement the CIMP per the submitted schedule and the CITY may perform some of the MONITORING SERVICES pursuant to the CIMP prior to the execution of this agreement by all PARTIES; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES, at a cost not to exceed those shown in Tables 1A-1E of Exhibit A; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES as described in Section 7(e);

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP based on the Distributed Cost contained in Tables 1A-1E of Exhibit A of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SBCCOG can enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the cost sharing table in Exhibit A will be modified as appropriate and each PARTIES proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES, and SBCCOG agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES of the Dominguez Channel Watershed Management Area Group CIMP and to authorize the SBCCOG to administer the cost sharing.

Section 3. Cooperation. The PARTIES and the SBCCOG shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOA shall become effective on the last date of execution by either a PARTY or the SBCCOG and shall remain in effect for three (3) years from the effective date or until June 30th, 2018, or whichever is later. The MOA may be extended, through an amendment, for an additional three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES and the SBCCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SBCCOG AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report as detailed in Exhibit D and per the practices found in the approved CIMP. The CITY reserves the right to modify this MOA, through an amendment approved by all PARTIES, when conditions such as, but not limited to, expansion of CIMP requirements that impact annual costs.
- b. Reporting. The CITY will prepare and submit semi- and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY will distribute copies of the annual reports to the PARTIES at least 7 business days prior to submittal to the Regional Board. The PARTIES may review and provide comments prior to submittal to the Regional Board.
- c. Invoicing. The SBCCOG will invoice the PARTIES in annual amounts not exceeding the invoice amounts shown in Table 3 of Exhibit A. The annual invoices will be issued in July of each calendar year in anticipation of the expected monitoring cost for the fiscal year. The CITY shall provide SBCCOG an accounting of the MONITORING SERVICES completed during each annual payment term by October 31st of the following year. The PARTIES will form a subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SBCCOG remits payment back to CITY.
- d. Additional Studies. The PARTIES agree that conducting additional watershed-wide special studies, monitoring with other watershed groups, conducting necessary special studies, preparing grant applications, and/or conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the PARTIES subject to the terms of this MOU, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and revised Tables 1A-1E of Exhibit A showing which PARTIES will be funding the activities and in what amounts.

- e. **Additional NPDES Permit Holders Participating on Cost Sharing.** The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SBCCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the cost sharing tables in Exhibit A shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments. The cost share breakdown will be updated in the watershed for which the NPDES Permit Holder is joining, i.e. if a NPDES Permit Holder is located in the Dominguez Channel Watershed, only PARTIES in the Dominguez Channel Watershed will realize a reduction in payment.

Section 8. Payment.

- a. **Annual Payment.** The PARTIES shall pay the SBCCOG for their proportional share of the estimated cost for MONITORING SERVICES and SBCCOG fees as shown in Table 2 of Exhibit A, within sixty (60) days of receipt of the invoice from the SBCCOG. The SBCCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SBCCOG's administrative 5% fee as set forth in Table 2 of Exhibit A and \$615 per individual permittee agreement.
- b. **Contingency.** The CITY and the SBCCOG will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES are anticipated to exceed the cost estimates contained in Exhibit A. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SBCCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Tables 1A-1E of Exhibit A. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA.
- c. **Reconciliation of this MOA.** Any unexpended funds held by SBCCOG at the termination of this MOA will be reimbursed or credited to the PARTIES by the SBCCOG as requested in writing by each PARTY and in accordance with the distributed cost formula set forth in Tables 1A-1E of Exhibit A. At the end of the MOA, the SBCCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.

- d. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the SBCCOG invoice shall be subject to interest on the original amount from the date of the invoice at the rate of seven percent (7%) per annum.
- e. Delinquent Payments. A PARTY's or PARTIES' payment is considered to be delinquent 180 days after receipt of the invoice from the SBCCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from SBCCOG counsel; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 9. THE PARTIES FURTHER AGREE:

- a. Payment. The PARTIES agree to pay the CITY, through the SBCCOG, for the MONITORING SERVICES not exceeding the amounts shown in Tables 1A-1E of Exhibit A, based on the distributed cost formula in Tables 1A-1E of Exhibit A, attached hereto and made a part of this MOA by this reference.
- b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession and available for release to the CITY that is deemed necessary by the PARTIES to perform the MONITORING SERVICES at no cost to the CITY.
- c. Each PARTY shall allow reasonable access and entry to the CITY, on an as-needed basis during the term of this MOA, including but not limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided; however, that prior to entering any of the PARTY'S FACILITIES, the CITY shall provide written notice 72 hours in advance of entry to the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. The City shall secure any required necessary permits prior to entry.
- d. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses, thus the PARTIES agree to fund the additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SBCCOG) for their proportional share of these additional expenditures at an amount not to exceed

their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

- e. Each PARTY agrees that in course of the MONITORING SERVICES the results may lead the participating PARTIES to seek technical consultant services. The total cost of this MOA is not inclusive of these services, thus the PARTIES agree to fund the additional work and authorize the CITY to seek the technical consultant services. The PARTIES agree to pay the CITY (through the SBCCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

Section 10. Indemnification

- a. Each PARTY and the SBCCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Withdrawal

- a. Any PARTY and the SBCCOG may withdraw from this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly

responsible for their share of the costs of MONITORING SERVICES for the extent of the effective term of this MOA. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.

- b. The SBCCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate this MOA.
- c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES and/or SBCCOG at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. PARTIES and SBCCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this MOA, the PARTIES and SBCCOG hereby designate as their respective representatives the persons named in Exhibit B. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The parties to this MOA are, and shall at all times remain as to each other, wholly independent entities. No party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.

- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each party to this MOA; provided, however, no party may assign its respective rights or obligations under this MOA without the prior written consent of the other parties.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SBCCOG. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g. No Presumption in Drafting. The parties to this MOA agree that the general rule that an MOA is to be interpreted against the party drafting it, or causing it to be prepared shall not apply.
- h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- i. Entire Agreement. This MOA constitutes the entire agreement of the parties to this MOA with respect to the subject matter hereof.
- j. Waiver. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- k. Counterparts. This MOA 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 MOA.
- l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SBCCOG and shall be rectified by amending this MOA as described in section 12(e).

IN WITNESS WHEREOF, the PARTIES and SBCCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
GAIL FARBER, Chief Engineer

Date

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By _____
Deputy

Date

CITY OF CARSON

By _____
KENNETH C. FARSING,
CITY MANAGER

Date

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By _____
CITY ATTORNEY

Date

CITY OF EL SEGUNDO

Greg Carpenter
City Manager

ATTEST:

Tracy Weaver
City Clerk

APPROVED AS TO FORM:

By: _____
Mark D. Hensley
City Attorney

CITY OF LAWNSDALE

Date: _____

By: _____

Steve Mandoki
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____
Kevin James, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: _____
Laurie Rittenberg,
Assistant City Attorney

CITY OF HAWTHORNE

Arnold Shadbehr
Interim City Manager

ATTEST:

Norbert Huber
City Clerk

APPROVED AS TO FORM:

By: _____
Russell Miyahira
City Attorney

CITY OF INGLEWOOD

Date: _____

By: _____

James T. Butts
Mayor

ATTEST:

By: _____

Yvonne Horton
City Clerk

APPROVED AS TO FORM:

By: _____

Cal P. Saunders
Kenneth R. Campos

CITY OF LOMITA

Date: _____

By: _____

Jim Gazeley
Mayor

ATTEST:

By: _____

Sandra Medina
City Clerk

APPROVED AS TO FORM:

By: _____

Christi Hogin
City Attorney

South Bay Cities Council of Governments

Date: _____

By: _____

Jim Gazeley
Chair

ATTEST:

By: _____
Suzanne Charles
Administrative Officer

APPROVED AS TO FORM:

By: _____
Michael Jenkins
Counsel for the SBCCOG

EXHIBIT A
Dominguez Channel Enhanced Watershed Management Area CIMP

Table 1A. CIMP Implementation Cost

Dominguez Channel Watershed Management Area CIMP Summary Table				
Agency	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total over 3 years
Total Cost of DC WMA CIMP	\$1,148,989	\$1,269,477	\$1,161,166	\$3,579,632
LACFCD	\$63,232	\$69,372	\$63,959	\$196,562
City of Los Angeles	\$439,786	\$478,175	\$447,396	\$1,365,357
County of Los Angeles	\$167,046	\$198,508	\$185,430	\$550,984
City of El Segundo	\$25,364	\$22,722	\$17,327	\$65,414
City of Inglewood	\$78,681	\$70,485	\$53,748	\$202,914
City of Hawthorne	\$78,836	\$70,624	\$53,853	\$203,314
City of Lomita	\$26,325	\$70,884	\$86,751	\$183,960
City of Lawndale	\$25,513	\$22,856	\$17,428	\$65,797
City of Carson	\$244,206	\$265,850	\$235,274	\$745,330

Total Cost = Universal Costs (Shared Items) + Dominguez Channel Watershed Costs + Machado Lake Watershed Costs + LA Harbor Costs

Table 1B. Universal CIMP Costs

Universal Costs (Shared Items)						
Agency	Area (acres)	% of Total Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total over 3 years
Universal Costs (shared)	50,886.10	100%	\$826,506	\$719,725	\$571,317	\$2,117,548
LACFCD ¹	--	--	\$41,325	\$35,986	\$28,566	\$105,877
City of Los Angeles	9,243.21	37.82%	\$296,926	\$258,564	\$205,248	\$760,738
County of Los Angeles	8,140.91	16.00%	\$125,616	\$109,387	\$86,831	\$321,833
City of El Segundo	1,252.18	2.46%	\$19,321	\$16,825	\$13,356	\$49,502
City of Inglewood	3,884.28	7.63%	\$59,935	\$52,192	\$41,430	\$153,557
City of Hawthorne	3,891.93	7.65%	\$60,053	\$52,294	\$41,511	\$153,859
City of Lomita	1,227.70	2.41%	\$18,944	\$16,496	\$13,095	\$48,534
City of Lawndale	1,259.51	2.48%	\$19,434	\$16,924	\$13,434	\$49,792
City of Carson	11,986.38	23.56%	\$184,952	\$161,057	\$127,847	\$473,855

¹ LACFCD is responsible for 5% of the Universal Costs, which is subtracted before distributing the cost among the other agencies.

Table 1C. Dominguez Channel Watershed Monitoring Costs

Dominguez Channel Watershed Monitoring Cost Distribution						
Agency	Area (acres)	% of Total Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total over 3 years
Dominguez Channel Monitoring	33,785.82	100%	\$171,636	\$167,496	\$112,781	\$451,913
LACFCD ¹	--	--	\$8,582	\$8,375	\$5,639	\$22,596
City of Los Angeles	5,986.68	17.72%	\$28,892	\$28,195	\$18,985	\$76,073
County of Los Angeles	6,755.80	20.00%	\$32,604	\$31,818	\$21,424	\$85,846
City of El Segundo	1,252.18	3.71%	\$6,043	\$5,897	\$3,971	\$15,911
City of Inglewood	3,884.28	11.50%	\$18,746	\$18,294	\$12,318	\$49,358
City of Hawthorne	3,891.93	11.52%	\$18,783	\$18,330	\$12,342	\$49,455
City of Lawndale	1,259.51	3.73%	\$6,079	\$5,932	\$3,994	\$16,005
City of Carson	10,755.44	31.83%	\$51,907	\$50,655	\$34,108	\$136,670

¹ LACFCD is responsible for 5% of the Dominguez Channel Watershed Cost, which is subtracted before distributing the cost among the other agencies.

Table 1D. Machado Lake Watershed Monitoring Costs

Machado Lake Watershed Monitoring Cost Distribution						
Agency	Area (acres)	% of Total Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total over 3 years
Machado Lake Watershed Monitoring¹	5,669.61	100%	\$36,318	\$267,606	\$362,415	\$666,339
LACFCD ²	--	--	\$1,816	\$13,380	\$18,121	\$33,317
City of Los Angeles	1,998.43	35.25%	\$12,161	\$89,610	\$121,357	\$223,128
County of Los Angeles	1,250.88	22.06%	\$7,612	\$56,089	\$75,961	\$139,663
City of Carson	1,207.37	21.30%	\$7,347	\$54,138	\$73,319	\$134,805
City of Lomita	1,212.93	21.39%	\$7,381	\$54,388	\$73,657	\$135,426
Wilmington Drain Bed Sediment Monitoring (LACFCD)³			\$6,087	\$6,209	\$6,211	\$18,506

¹ Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Screening & Monitoring, Stormwater Outfall Monitoring In Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

² LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

³ LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring

Table 1E. LA Harbor Watershed Monitoring Costs

LA Harbor Monitoring Cost Distribution						
Agency	Area (acres)	% of Total Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total over 3 years
LA Harbor Monitoring	11,392.33	100%	\$108,442	\$108,442	\$108,442	\$325,326
LACFCD ¹	--	--	\$5,422	\$5,422	\$5,422	\$16,266
City of Los Angeles	11,258.10	98.82%	\$101,806	\$101,806	\$101,806	\$305,418
County of Los Angeles	134.23	1.18%	\$1,214	\$1,214	\$1,214	\$3,641

¹ LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.

Notes:

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles and is not covered in this MOA.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA.

Table 2. South Bay Cities Council of Governments Fee

	FY 15-16	FY 16-17	FY 17-18
CIMP Implementation Invoice Amount per year	\$1,148,989	\$1,269,477	\$1,161,166
SBCCOG Contract Management Fee (5%)	\$57,449	\$63,474	\$58,058
SBCCOG Attorney Fee	\$10,000	\$5,000	\$5,000
Total	\$1,216,438	\$1,337,951	\$1,224,224

*Note: The SBCCOG yearly attorney fee will be \$5,000. The attorney fee is doubled for FY15-16 to account for costs in developing MOA.

Table 3. Invoice Schedule: SBCCOG to invoice Agencies

Agency	Date		
	January 2016 ^{1,2}	July 2016 ³	July 2017 ⁴
LACFCO	\$66,604.34	\$72,795.61	\$67,111.62
City of Los Angeles	\$464,017	\$502,775	\$470,050
County of Los Angeles	\$177,297	\$208,915	\$195,014
City of El Segundo	\$26,941	\$24,323	\$18,801
City of Inglewood	\$83,572	\$75,451	\$58,320
City of Hawthorne	\$83,737	\$75,600	\$58,435
City of Lomita	\$27,871	\$72,453	\$88,197
City of Lawndale	\$27,099	\$24,466	\$18,911
City of Carson	\$259,300	\$281,173	\$249,385
Total	\$1,216,438	\$1,337,951	\$1,224,224

¹ This includes the cost for monitoring preparation and FY 15-16

² Or upon execution of this agreement, whichever is later

³ This includes all costs for FY 16-17

⁴ This includes all costs for FY 17-18

Table 4. City of Los Angeles Invoice Schedule to SBCCOG

Invoice Date	Period of Work
January 2016 ¹	All costs incurred for FY 14-15 and FY 15-16
July 2016:	Between 7/1/2016 to 6/30/2017
July 2017:	Between 7/1/2017 to 6/30/2018

¹ Or upon execution of this agreement, whichever is later

EXHIBIT B

**Dominguez Channel Enhanced Watershed Management Area CIMP
Responsible Agencies Representatives and SBCCOG Contact**

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Angela George E-mail: ageroge@dpw.lacounty.gov Phone: (626) 458-4304 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Angela George E-mail: ageorge@dpw.lacounty.gov Phone: (626) 458-4304 Fax: (626) 457-1526
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	Kenneth C. Farsing, Interim City Manager E-mail: kfarsing@carson.ca.us Phone: (310) 835-7261
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Lifan Xu E-mail: lxu@elsegundo.org Phone: (310) 524-2368
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	Doug Krauss E-mail: dkrauss@cityofhawthorne.org Phone: (310) 349-2987 Arnold Shadbehr, P.E., Interim City Manager E-mail: ashadbehr@cityofhawthorne.org Phone: (310) 349-2980

<p>City of Inglewood 1 W. Manchester Blvd. 3rd Floor Inglewood, CA 90301-1750</p>	<p>Lauren Amimoto E-mail: lamimoto@cityofinglewood.org Phone: (310) 412-5192 FAX: (310) 412-5552</p> <p>Louis A. Atwell, Public Works Director E-mail: latwell@cityofinglewood.org Phone: (310) 412-5333</p>
<p>City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260</p>	<p>Steve Mandoki E-mail: smandoki@lawndalecity.org Phone: (310) 371-3202 Fax: (310) 371-8877</p>
<p>City of Lomita 24300 Narbonne Avenue Lomita, CA 90717</p>	<p>Mark McAvoy, Public Works Director E-mail: m.mcavoy@lomita.city.com Phone: (310) 325-7110 ext. 210</p>
<p>South Bay Council of Governments 20285 S. Western Ave., #100 Torrance, CA 90501</p>	<p>Jacki Bacharach E-mail: Jacki@southbaycities.org Phone: (310) 293-2612</p>

EXHIBIT C

Dominguez Channel Enhanced Watershed Management Area Group

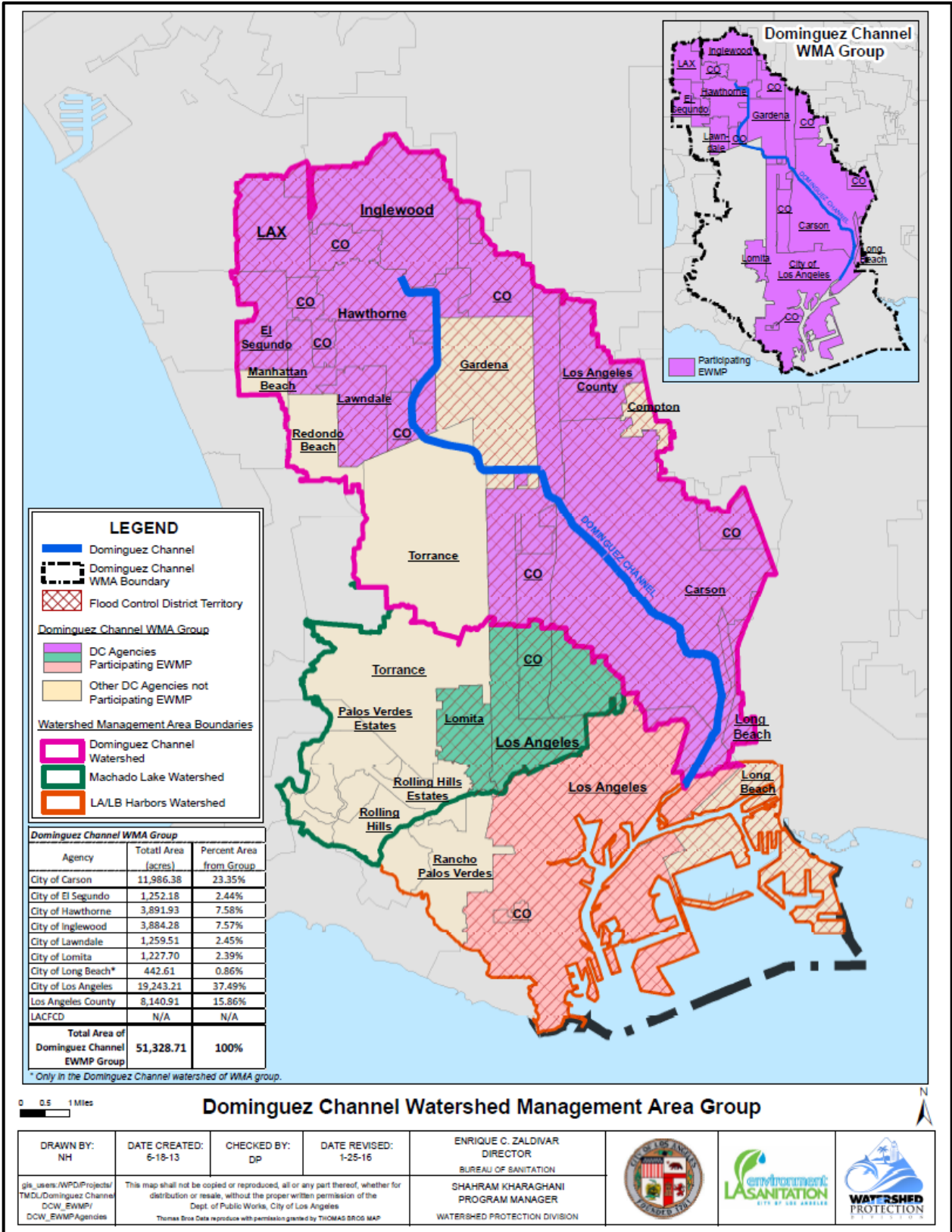


EXHIBIT D
Detail of Monitoring Services to support the PARTIES submittal of the MS4 Permit
Annual Report

Program Contact Information

Permittee Name	City of Los Angeles
Permittee Program Supervisor	Steve Khrantek
Title	Stormwater Program Manager
Address	1149 S. E. 4th
City / Zip Code	Los Angeles / 90015
Phone / Fax Number	(213) 485-0587 / (213) 485-3939

XVIII.A.1. Stormwater Control Measures

Effective Impervious Area (acres)				
Dec. 28, 2012 (baseline)				
Dec. 28, 2013				
Dec. 28, 2014				
Dec. 28, 2015				
Dec. 28, 2016				
TOTAL				
FISCAL YEAR	2013 / 2014			
	Num. of Projects Constructed	Num. of Projects that reduced or disconnected impervious area from MS4	Acres of Effective Impervious Area disconnected from MS4	Est. Total Runoff Volume retain onsite
New Development Projects (a) ↓ (k)				
Redevelopment Projects (a) (b) (c)				
Other Projects that intercept runoff				
Riparian buffer/wetland restoration projects				
Watershed TMDL related projects (a) Los Angeles River (b) Ballona Creek (c) Santa Monica Bay (d) Marina del Rey (e) Dominguez				
TOTAL				
Summary of other MCMs implemented				

EXHIBIT D

XVIII.A.2. Effectiveness Assessment of Storm Water Control Measures

Rainfall Summary

FISCAL YEAR 2013 / 2014	
Total No. of Storm Events	
Highest Volume Event (in/24 hr)	
Highest No. of Consecutive days of rainfall	
Total Rainfall	

Rainfall: Stormwater Outfall & Wet-weather Receiving Water Monitoring Events

Event	Date (XX/XX/XXXX)	Storm start time (AM/PM)	Storm Duration (hrs)	Highest storm intensity - 15min (in/hr)	TOTAL Storm Volume (in)	Span between sample event & previous storm event (hr)

Provide hydrographs or flow data of pre- and post-control activity for the 85th percentile, 24-hour rain event, if available, if control measures were designed to reduce impervious cover or storm water peak flow and flow duration.

<p>NOT INCLUDED IN CIMP MOU</p>
--

Comparison of reference watershed flow duration curve and flow duration curve for subwatershed under current conditions.

<p>NOT INCLUDED IN CIMP MOU</p>
--

ASSESSMENT: Quality of storm water discharges as measured at designed outfalls is improving, staying the same or declining.

--

EXHIBIT D

ASSESSMENT: Wet-weather receiving water quality within the jurisdiction of the Permittee is improving, staying the same or declining, when normalized for variations in rainfall patterns.

--

STATUS: Multi-year efforts, including TMDL implementation (no Trash TMDL), that were not completed in the current year and will continue into the subsequent year(s).

<p>NOT INCLUDED IN CIMP MOU</p>
--

STATUS: Multi-year efforts for Trash TMDL that were not completed in the current year and will continue into the subsequent year(s).

<p>NOT INCLUDED IN CIMP MOU</p>
--

EXHIBIT D

XVIII.A.3. Non-Storm Water Control Measures

Subwatershed	No. of major outfalls	Significant Non-Stormwater Discharges					
		No. of outfalls screen	Total No. of outfalls screen since Dec. 28, 2012	Confirmed Outfalls			
				Total Identified	Total attributed to allowable sources	Total No. Abated	Total No. being monitored
1							
2							
3							

STATUS: Multi-year efforts, including TMDL implementation, that were not completed in the current year and will continue into the subsequent year(s).

NOT INCLUDED IN
CIMP MOU

XVIII.A.4. Effectiveness Assessment of Non-Storm Water Control Measures

ASSESSMENT: Whether receiving water quality within the jurisdiction of the Permittee is impaired, improving, staying the same or declining during dry-weather conditions.

NOT INCLUDED IN
CIMP MOU

ASSESSMENT: Effectiveness of the Permittee(s) control measures in effectively prohibiting non-storm water discharges through the MS4 to the receiving water.

NOT INCLUDED IN
CIMP MOU

STATUS: multi-year efforts that were not completed in the current year and will continue into the subsequent year(s).

EXHIBIT D

XVIII.A.5. Integrated Monitoring Compliance Report

Monitoring Data	ID Exceedances Section XII.F & G of MRP	If aquatic toxicity was confirmed and a TIE was conducted	Description of		
			Mitigation Effort Taken	Efforts for Exceedances	Efforts to determine cause or contribute to exceedances
Outfall-based storm water	Based on: <ul style="list-style-type: none"> RWL water limitations water quality-based effluent limitations nonstorm water action levels aquatic toxicity thresholds All sample results that exceeded one or more applicable thresholds shall be readily identified.	<ul style="list-style-type: none"> ID toxic chemicals as determined by the TIE. Include all relevant data to allow the RB to review the adequacy and findings of the TIE. Shall include: <ul style="list-style-type: none"> sample date sample start & end time sample type (flow-weighted composite, grab, or field measurement) sample location(s) as depicted on the map the parameters analytical results applicable limitation 	Describe efforts to mitigate and/or eliminate all non-storm water discharges that exceeded one or more applicable water quality based effluent limitations, non-storm water action levels, or caused or contributed to Aquatic Toxicity.	To address storm water discharges that exceeded one or more applicable water quality based effluent limitations, or caused or contributed to Aquatic Toxicity.	<ul style="list-style-type: none"> Description of efforts that were taken to determine whether discharges from the MS4 caused or contributed to the exceedances. All efforts that were taken to control the discharge of pollutants from the MS4 to non-receiving waters in response to the exceedance.
Wet weather receiving water					
Dry weather receiving water					
Non-storm water outfall					

XVIII.A.6. Adaptive Management Strategies

Control Measure	Description of		Significant Changes to Control Measures	
	Effect	Year	Year	Future Year
1				
2				
3				

Detailed description of control measures to be applied to New Development or Re-development projects disturbing more than 50 acres.

NOT INCLUDED IN
GIMP MOU

EXHIBIT D

Status of all multi-year efforts that were not completed in the current year and will continue into the subsequent year(s).		
<div style="background-color: #cccccc; width: 60%; margin: auto; padding: 20px;"> <p style="font-size: 24px; margin: 0;">NOT INCLUDED IN CIMP MOU</p> </div>		

XVIII.A.7. Supporting Data and Information

Example of Excel spreadsheet column headers that would need to be prepared and submitted with Annual Report.

Date	Parameter	Value	Unit	Analytical Method	Station ID	Watershed	Sample		
							Type	Start Time	End Time
1/2/14	Cu	4	mg/l	SM-???	LA-1	LAR	grab	15:30	19:45

→ XVIII.A.2. *Rainfall: Stormwater Outfall & Wet-weather Receiving Water Monitoring Events*
 (Date field must be linked to a database summarizing the weather data already prepared)

Permittee may at its option, provide an additional detailed summary table describing control measures that are not otherwise described in the reporting requirements.		
<div style="background-color: #cccccc; width: 60%; margin: auto; padding: 20px;"> <p style="font-size: 24px; margin: 0;">NOT INCLUDED IN CIMP MOU</p> </div>		