

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) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT 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. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

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, Los Angeles County Flood Control Districts (LACFCD), the County of Los Angeles (COUNTY); 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 (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 E 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 E of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 25, 2015—and revised to include Carson and Lawndale on February 26, 2016—and was approved by the Regional Board on April 21, 2016; 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 PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES of the CIMP and the EWMP-RELATED TASKS on the PARTIES' behalf, and the PARTIES have agreed to pay the CITY for their services as indicated in Tables 1A-1E of Exhibit A and Tables 1-8 of Exhibit B, respectively, of this MOA; consistent with the requirements of the approved plans and pursuant to the MS4 Permit; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES and EWMP-RELATED TASKS, at a cost not to exceed those shown in Tables 1A-1E of Exhibit A and Tables 1-8 of Exhibit B; 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 EWMP-RELATED TASKS 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; and (d) negotiate, enter into agreements with consultant(s) to execute services to uphold the SERVICES and TASKS of this MOA; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed \$5,368,382 as shown in Table 1 of Exhibit C; and.

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and EWMP based on the Distributed Cost contained in Tables 1A-1E of Exhibit A and Tables 1-8 of Exhibit B, respectively, 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 invoicing table in Exhibit C will be modified as appropriate and each PARTY's 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 true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and TASKS of the Dominguez Channel Watershed Management Area Group CIMP and EWMP 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 and EWMP.

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 five (5) years from the effective date or until June 30th, 2023, 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. 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, additional EWMP-RELATED TASKS impact annual costs.
- b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual 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 shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) businesses days prior to submittal to the Regional Board. The PARTIES may review the monitoring report and submitted comments to the CITY prior to its submittal to the Regional Board.
- c. Invoicing. The SBCCOG will invoice the PARTIES in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit C except the CITY. SBCCOG will pay the CITY, the difference of funds collected minus the sum of administrative costs and CITY portion of shared cost for MONITORING SERVICES and EWMP-RELATED TASKS. The annual invoices will be issued in May 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 and EWMP-RELATED TASKS completed during each annual payment term by October 31st of the following year. Contingency and other funds shall be retained by SBCCOG to be used at the discretion of the watershed group. The PARTIES will form a TAC 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 necessary special studies, preparing grant applications, and/or conducting watershed-wide special studies, monitoring with other watershed groups, 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 MOA, 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 revise Tables 1A-1E of Exhibit A and/or Tables 1-8 of Exhibit B showing which PARTIES will be funding the activities and in what amounts.

- a. Contracting. 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 invoicing tables in Exhibit C shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

- a. Annual Payment. The PARTIES shall pay the SBCCOG for their proportional share of the estimated cost for MONITORING SERVICES EWMP-RELATED TASKS including SBCCOG fees as shown in Table 2 of Exhibit A and B, 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 fixed fee as set forth in Table 2 of Exhibit A and B and twelve hundred and thirty dollars (\$1230) per individual permittee agreement. The invoicing amounts presented in Exhibit C have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.
- b. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A and EWMP-RELATED TASKS in Exhibit B include a Program Management Fee for facilitation of this MOA by the SBCCOG in the combined amount of \$50,000 per year as shown in Table 2 of Exhibit A and B.
- c. Contingency. The CITY and the SBCCOG will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES and/or EWMP-RELATED TASKS are anticipated to exceed the cost estimates contained in Exhibit A and B. 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 1 of Exhibit C. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA. These funds will be held by SBCCOG until such time as they are needed.

- d. 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 1 of Exhibit C or PARTIES may elect to roll-over unexpended costs to cover monitoring expenses in the subsequent MOA. At the end of the MOA, the SBCCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.
- e. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the SGCCOG invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.
- f. Delinquent Payments. A PARTY's or PARTIES' payment is considered to be delinquent one hundred eighty (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 or EWMP. 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 C.

Section 9. THE PARTIES FURTHER AGREE:

- a. Payment. The PARTIES agree to pay the CITY, through the SBCCOG, for the MONITORING SERVICES and EWMP-RELATED TASKS not exceeding the amounts shown in Tables 1 of Exhibit C, based on the distributed cost formula in

Tables 1A-1E of Exhibit A, and Tables 1-8 of Exhibit B, 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 and EWMP-RELATED TASKS 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 PARTIES FACILITIES, the CITY shall provide written notice seventy-two (72) hours in advance of entry to the applicable PARTY, or in the cases where seventy-two (72) hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a "no-fee" Access Permit to their facilities/structures which require access to perform the MONITORING SERVICES and EWMP-RELATED TASKS by the CITY. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. 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 required 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. Reporting. The City of Los Angeles shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the City of Los Angeles prior to its submittal to the Regional Board. The City of Los Angeles has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

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. Termination

- a. Any PARTY including 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 and EWMP-RELATED TASKS 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 and/or EWMP. 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.
- d. EQUIPMENT Ownership - Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any member of the DC Watershed group voluntarily terminating membership will not be entitled to a

refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining members of the DC watershed group agree to own, operate and maintain and or replace the EQUIPMENT.

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 D 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 D. 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 D.
- b. Administration. For the purposes of this MOA, the PARTIES including SBCCOG hereby designate as their respective representatives the persons named in Exhibit D. 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 D 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 _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Chief Engineer

Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Deputy

Date

CITY OF CARSON

By _____
Kenneth C. Farfsing,
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: _____
Robert Pullen-Miles
Mayor

ATTEST:

Bernadette Suarez
City Clerk

APPROVED AS TO FORM:

By: _____
Tiffany J. Israel
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: _____
Adena Hopenstand
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: _____
Kenneth R. Campos
City Attorney

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: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Counsel for the SBCCOG

EXHIBIT A

Dominguez Channel Enhanced Watershed Management Area CIMP Implementation Costs

Table 1A. CIMP Implementation Cost

Dominguez Channel Watershed Management Area CIMP Summary Table

Agency	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total over 5 years
Total Cost of DC WMA CIMP	\$984,556	\$933,563	\$993,928	\$931,322	\$927,997	\$4,771,367
LACFCD	\$54,781	\$52,342	\$55,362	\$52,232	\$52,066	\$266,783
City of Los Angeles	\$369,880	\$355,956	\$370,601	\$355,138	\$360,023	\$1,811,598
County of Los Angeles	\$139,047	\$130,557	\$141,024	\$130,227	\$128,398	\$669,253
City of El Segundo	\$15,826	\$14,487	\$15,938	\$14,500	\$13,399	\$74,149
City of Inglewood	\$49,092	\$44,938	\$49,441	\$44,979	\$41,563	\$230,012
City of Hawthorne	\$49,189	\$45,027	\$49,538	\$45,067	\$41,645	\$230,465
City of Lomita	\$77,574	\$75,753	\$79,682	\$75,151	\$81,311	\$389,472
City of Lawndale	\$15,918	\$14,572	\$16,032	\$14,585	\$13,477	\$74,583
City of Carson	\$213,249	\$199,931	\$216,310	\$199,444	\$196,117	\$1,025,050

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

Table 1B. Universal CIMP Costs

Universal Costs (Shared Items)

Agency	Area (acres)	% of Total Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total over 5 years
Universal Costs (shared)	50,444.88	100%	\$549,748	\$528,378	\$534,201	\$528,903	\$528,903	\$2,670,132
LACFCD¹	--	--	\$27,487	\$26,419	\$26,710	\$26,445	\$26,445	\$133,507
City of Los Angeles	19,243.21	38.15%	\$199,227	\$191,482	\$193,593	\$191,672	\$191,672	\$967,646

County of Los Angeles	7,699.69	15.26%	\$79,716	\$76,617	\$77,461	\$76,693	\$76,693	\$387,180
City of El Segundo	1,252.18	2.48%	\$12,964	\$12,460	\$12,597	\$12,472	\$12,472	\$62,966
City of Inglewood	3,884.28	7.70%	\$40,214	\$38,651	\$39,077	\$38,689	\$38,689	\$195,321
City of Hawthorne	3,891.93	7.72%	\$40,294	\$38,727	\$39,154	\$38,766	\$38,766	\$195,706
City of Lomita	1,227.70	2.43%	\$12,710	\$12,216	\$12,351	\$12,229	\$12,229	\$61,735
City of Lawndale	1,259.51	2.50%	\$13,040	\$12,533	\$12,671	\$12,545	\$12,545	\$63,335
City of Carson	11,986.38	23.76%	\$124,096	\$119,272	\$120,587	\$119,391	\$119,391	\$602,736

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	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total over 5 years
Dominguez Channel Monitoring	33,785.82	100%	\$89,793	\$53,767	\$108,723	\$53,788	\$13,306	\$319,377
LACFCD¹	--	--	\$4,490	\$2,688	\$5,436	\$2,689	\$665	\$15,969
City of Los Angeles	5,986.68	17.72%	\$15,115	\$9,051	\$18,302	\$9,054	\$2,240	\$53,762
County of Los Angeles	6,755.80	20.00%	\$17,057	\$10,214	\$20,653	\$10,218	\$2,528	\$60,669
City of El Segundo	1,252.18	3.71%	\$3,162	\$1,893	\$3,828	\$1,894	\$469	\$11,245
City of Inglewood	3,884.28	11.50%	\$9,807	\$5,872	\$11,875	\$5,875	\$1,453	\$34,882
City of Hawthorne	3,891.93	11.52%	\$9,826	\$5,884	\$11,898	\$5,886	\$1,456	\$34,951
City of Lawndale	1,259.51	3.73%	\$3,180	\$1,904	\$3,850	\$1,905	\$471	\$11,311

City of Carson	10,755.44	31.83%	\$27,156	\$16,260	\$32,880	\$16,267	\$4,024	\$96,587
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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	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total over 5 years
Machado Lake Watershed Monitoring¹	5,228.39	100%	\$291,692	\$285,669	\$302,886	\$282,885	\$310,834	\$1,473,966
LACFCD ²	--	--	\$14,585	\$14,283	\$15,144	\$14,144	\$15,542	\$73,698
City of Los Angeles	1,998.43	38.22%	\$105,918	\$103,731	\$109,983	\$102,720	\$112,869	\$535,220
County of Los Angeles	809.66	15.49%	\$42,912	\$42,026	\$44,559	\$41,617	\$45,728	\$216,843
City of Carson	1,207.37	23.09%	\$63,991	\$62,670	\$66,447	\$62,059	\$68,191	\$323,358
City of Lomita	1,212.93	23.20%	\$64,286	\$62,959	\$66,753	\$62,345	\$68,505	\$324,847
Wilmington Drain Bed Sediment Monitoring (LACFCD)³			\$5,845	\$5,962	\$5,964	\$5,964	\$5,964	\$17,771

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	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total over 5 years
LA Harbor Monitoring	11,392.33	100%	\$47,733	\$47,733	\$47,733	\$47,733	\$47,733	\$238,663
LACFCD ¹	--	--	\$2,387	\$2,387	\$2,387	\$2,387	\$2,387	\$11,933
City of Los Angeles	11,258.10	98.82%	\$44,812	\$44,812	\$44,812	\$44,812	\$44,812	\$224,058

County of Los Angeles	134.23	1.18%	\$534	\$534	\$534	\$534	\$534	\$2,671
¹ LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.								
Notes:								
1. LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).								
2. 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.								
3. 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
SBCCOG Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23
LACFCD ¹	--	--	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
City of Los Angeles	19,243.21	38.15%	\$9,060	\$9,060	\$9,060	\$9,060	\$9,060
County of Los Angeles	7,699.69	15.26%	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625
City of El Segundo	1,252.18	2.48%	\$590	\$590	\$590	\$590	\$590
City of Inglewood	3,884.28	7.70%	\$1,829	\$1,829	\$1,829	\$1,829	\$1,829
City of Hawthorne	3,891.93	7.72%	\$1,832	\$1,832	\$1,832	\$1,832	\$1,832
City of Lomita	1,227.70	2.43%	\$578	\$578	\$578	\$578	\$578
City of Lawndale	1,259.51	2.50%	\$593	\$593	\$593	\$593	\$593
City of Carson	11,986.38	23.76%	\$5,643	\$5,643	\$5,643	\$5,643	\$5,643
Total			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

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

EXHIBIT B
Dominguez Channel Enhanced Watershed Management Plan
Implementation Costs

Table 1. EWMP Implementation Cost

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	38.15%	\$ 139,152	\$ 75,728	\$ 130,092	\$ 84,979	\$ 111,970	\$ 541,921
Carson	23.76%	\$ 86,665	\$ 47,164	\$ 81,022	\$ 52,925	\$ 69,736	\$ 337,511
El Segundo	2.48%	\$ 9,046	\$ 4,923	\$ 8,457	\$ 5,524	\$ 7,279	\$ 35,228
Hawthorne	7.72%	\$ 28,159	15,324	\$ 26,325	\$ 17,196	\$ 22,658	\$ 109,663
Inglewood	7.70%	\$ 28,086	\$ 15,285	\$ 26,257	\$ 17,152	22,600	\$ 109,379
Lawndale	2.50%	\$ 9,119	\$ 4,963	\$ 8,525	\$ 5,569	\$ 7,338	\$ 35,513
Lomita	2.43%	\$ 8,863	\$ 4,824	\$ 8,286	\$ 5,413	\$ 15,169	\$ 42,555
LACFCD	--	\$ 15,250	\$ 6,500	\$ 14,000	\$ 7,250	\$ 11,500	\$ 54,500
LA County	15.26%	\$ 55,661	\$ 30,291	\$ 52,037	\$ 33,992	\$ 44,788	\$ 216,768
Total	100.00%	\$ 380,000	\$205,000	\$ 355,000	\$ 230,000	\$ 313,037	\$ 1,483,037

Table 2. SBCCOG Management Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 8,584	\$ 8,584	\$ 8,584	\$ 8,584	\$ 8,584
Carson	23.76%	\$ 5,346	\$ 5,346	\$ 5,346	\$ 5,346	\$ 5,346
El Segundo	2.48%	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558
Hawthorne	7.72%	\$ 1,737	\$ 1,737	\$ 1,737	\$ 1,737	\$ 1,737
Inglewood	7.70%	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733
Lawndale	2.50%	\$ 563	\$ 563	\$ 563	\$ 563	\$ 563
Lomita	2.43%	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547
LACFCD	--	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
LA County	15.26%	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,434	\$ 3,434
Total	100.00%	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000

Table 3. Annual Report Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 38,150	\$ 38,150	\$ 38,150	\$ 38,150	\$ 38,150
Carson	23.76%	\$ 23,760	\$ 23,760	\$ 23,760	\$ 23,760	\$ 23,760
El Segundo	2.48%	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480
Hawthorne	7.72%	\$ 7,720	\$ 7,720	\$ 7,720	\$ 7,720	\$ 7,720
Inglewood	7.70%	\$ 7,700	\$ 7,700	\$ 7,700	\$ 7,700	\$ 7,700
Lawndale	2.50%	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Lomita	2.43%	\$ 2,430	\$ 2,430	\$ 2,430	\$ 2,430	\$ 2,430
LACFCD	--					
LA County	15.26%	\$ 15,260	\$ 15,260	\$ 15,260	\$ 15,260	\$ 15,260
Total	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

Table 4. Adaptive Management Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 27,182	\$ -	\$ 54,364	\$ -	\$ 36,243
Carson	23.76%	\$ 16,929	\$ -	\$ 33,858	\$ -	\$ 22,572
El Segundo	2.48%	\$ 1,767	\$ -	\$ 3,534	\$ -	\$ 2,356
Hawthorne	7.72%	\$ 5,501	\$ -	\$ 11,001	\$ -	\$ 7,334
Inglewood	7.70%	\$ 5,486	\$ -	\$ 10,973	\$ -	\$ 7,315
Lawndale	2.50%	\$ 1,781	\$ -	\$ 3,563	\$ -	\$ 2,375
Lomita	2.43%	\$ 1,731	\$ -	\$ 3,463	\$ -	\$ 2,309
LACFCD	--	\$ 3,750	\$ -	\$ 7,500	\$ -	\$ 5,000
LA County	15.26%	\$ 10,873	\$ -	\$ 21,746	\$ -	\$ 14,497
Total	100.00%	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 100,000

Table 5. ROWD Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	--	--	--	\$ 9,251	--
Carson	23.76%	--	--	--	\$ 5,762	--
El Segundo	2.48%	--	--	--	\$ 601	--
Hawthorne	7.72%	--	--	--	\$ 1,872	--
Inglewood	7.70%	--	--	--	\$ 1,867	--
Lawndale	2.50%	--	--	--	\$ 606	--
Lomita	2.43%	--	--	--	\$ 589	--
LACFCD	--	--	--	--	\$ 750	--
LA County	15.26%	--	--	--	\$ 3,701	--
Total	100.00%	\$0	\$0	\$0	\$ 25,000	\$0

Table 6. Non-Stormwater Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 27,182	--	--	--	--
Carson	23.76%	\$ 16,929	--	--	--	--
El Segundo	2.48%	\$ 1,767	--	--	--	--
Hawthorne	7.72%	\$ 5,501	--	--	--	--
Inglewood	7.70%	\$ 5,486	--	--	--	--
Lawndale	2.50%	\$ 1,781	--	--	--	--
Lomita	2.43%	\$ 1,731	--	--	--	--
LACFCD	--	\$ 3,750	--	--	--	--
LA County	15.26%	\$ 10,873	--	--	--	--
Total	100.00%	\$ 75,000	\$0	\$0	\$0	\$0

Table 7. SQO/Regional Bight Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 36,243	--	--	--	--
Carson	23.76%	\$ 22,572	--	--	--	--
El Segundo	2.48%	\$ 2,356	--	--	--	--
Hawthorne	7.72%	\$ 7,334	--	--	--	--
Inglewood	7.70%	\$ 7,315	--	--	--	--
Lawndale	2.50%	\$ 2,375	--	--	--	--
Lomita	2.43%	\$ 2,309	--	--	--	--
LACFCD	--	\$ 5,000	--	--	--	--
LA County	15.26%	\$ 14,497	--	--	--	--
Total	100.00%	\$ 100,000	\$0	\$0	\$0	\$0

Table 8. Special Studies Funds

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	38.15%	\$ 28,994	\$ 28,994	\$ 28,994	\$ 28,994	\$ 28,994
Carson	23.76%	\$ 18,058	\$ 18,058	\$ 18,058	\$ 18,058	\$ 18,058
El Segundo	2.48%	\$ 1,885	\$ 1,885	\$ 1,885	\$ 1,885	\$ 1,885
Hawthorne	7.72%	\$ 5,867	\$ 5,867	\$ 5,867	\$ 5,867	\$ 5,867
Inglewood	7.70%	\$ 5,852	\$ 5,852	\$ 5,852	\$ 5,852	\$ 5,852
Lawndale	2.50%	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900
Lomita	2.43%	\$ 1,847	\$ 1,847	\$ 1,847	\$ 1,847	\$ 1,847
LACFCD	--	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
LA County	15.26%	\$ 11,598	\$ 11,598	\$ 11,598	\$ 11,598	\$ 11,598
Total	100.00%	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000

EXHIBIT C

Dominguez Channel Enhanced Watershed Management Area CIMP and EWMP Invoicing Schedule

Table 1. CIMP/EWMP Implementation Annual Implementation Costs

CITY	% Drainage Area	July 2018	July 2019	July 2020	July 2021	July 2022
City of Los Angeles	38.15%	\$ 509,032	\$ 431,684	\$ 500,693	\$ 440,117	\$ 471,993
Carson	23.76%	\$ 299,913	\$ 247,095	\$ 297,331	\$ 252,369	\$ 265,853
El Segundo	2.48%	\$ 24,872	\$ 19,410	\$ 24,395	\$ 20,024	\$ 20,677
Hawthorne	7.72%	\$ 77,347	\$ 60,351	\$ 75,863	\$ 62,263	\$ 64,303
Inglewood	7.70%	\$ 77,178	\$ 60,223	\$ 75,698	\$ 62,130	\$ 64,162
Lawndale	2.50%	\$ 25,037	\$ 19,534	\$ 24,557	\$ 20,153	\$ 20,815
Lomita	2.43%	\$ 86,438	\$ 80,576	\$ 87,968	\$ 80,564	\$ 96,480
LACFCD	--	\$ 70,031	\$ 58,842	\$ 69,362	\$ 59,482	\$ 63,566
LA County	15.26%	\$ 194,708	\$ 160,848	\$ 193,061	\$ 164,218	\$ 173,186
Total	100.00%	\$ 509,032	\$ 431,684	\$ 500,693	\$ 440,117	\$ 471,993

EXHIBIT D

Dominguez Channel EWMP/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. Farfsing, Interim City Manager E-mail: kfarfsing@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 E

Dominguez Channel Enhanced Watershed Management Area Group

