

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of June 27, 2019 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and CDM Smith ("Consultant") hereafter referred to as "Parties."

### RECITALS

A. SBCCOG desires to engage the services of CDM Smith (Consultant) as an independent contractor on behalf of the Dominguez Channel Watershed Management Group (DC WMG) to provide specified professional services as set forth in Exhibit A, not to exceed and as outlined in the DC WMG Memorandum of Agreement (MOA), assisting the DC WMG in fulfilling programmatic requirements pursuant to the DC Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP).

B. The goal of this project is to provide technical support for the DC WMG in accordance with the DC WMG MOA. This includes such tasks including Wet Weather Monitoring, Monitoring Staff Augmentation, Annual Reporting, Nonstormwater Program, Adaptive Management and Special Studies.

C. Consultant represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

#### 1. Services.

1.1 The nature and scope of the specific services to be performed by Consultant are as described in the Scope of Work (SOW) and the costs for these services are as detailed in Exhibit A attached hereto and incorporated herein by reference.

1.2 Consultant assumes full responsibility to manage and produce the project subject to oversight of the DC Project Manager. Consultant will take its directions as to performance of the project directly from the DC Project Manager. SBCCOG's services shall be limited to processing Consultant's invoices with the DC WMG's approval for payment to Consultant.

1.3 DC WMG shall provide all relevant documentation in its possession to the Consultant upon request in order to minimize duplication of efforts. The DC WMG staff shall work with the Consultant as necessary to facilitate performance of the services. Consultant shall rely upon all DC WMG furnished data, documents, drawings or specifications as being complete and accurate unless otherwise noted.

#### 2. Term of Agreement. This Agreement shall take effect for a period of five (5)

years from the date of execution of this Agreement or until June 30<sup>th</sup>, 2023, whichever comes later, unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of all parties as may be necessary or desirable to carry out its purposes.

All work shall be completed expeditiously, excepting, however, any delays caused by Acts of God, regulatory agencies, changes requested by Client, labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the Consultant and without its fault or negligence. Should such cause for delay occur, the time for the performance or completion of said work shall be extended for a reasonable period to allow therefor.

**3. Compensation.** The total compensation for all work hereunder shall be on a Firm Fixed Price basis not to exceed the budget for each task itemized in Exhibit B. Compensation shall not exceed time, budget, and scope of each task.

**4. Terms of Payment.** Invoices shall be submitted the 15<sup>th</sup> of every month on a percentage of completion basis of the deliverables as detailed in Exhibit A. The invoice should also include: an invoice number, the dates covered by the invoice, and a summary of the work performed towards the specific deliverable. Invoices shall be submitted to the DC WMG Project Manager for review, who will complete a review within one week of submittal. Upon review and approval of the invoice and expected deliverables as set forth in Exhibit B, the DC WMG Project Manager will send the approved invoice to the SBCCOG with authorization for payment. SBCCOG shall pay the invoices within forty-five (45) days of receipt only following the approval of the DC WMG Project Manager.

**5. Parties' Representatives.** Jacki Bacharach shall serve as the SBCCOG's representative for the contract administration of the project. Taraneh Nik-Khah shall serve as the DC WMG representative for task management and approval of the project. All activities performed by the Consultant shall be coordinated with Taraneh Nik-Khah. Anthony Scott Dellinger shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

**6. Addresses.**

SBCCOG:

South Bay Cities Council of Governments  
20285 S. Western Ave., Suite 100  
Torrance, CA 90501  
Attention: Jacki Bacharach, Executive Director

DC WMG:

Dominguez Channel Watershed Management Group  
1149 S. Broadway Ave., 10<sup>th</sup> Floor  
Los Angeles, CA 90015  
Attention: Taraneh Nik-Khah, DC WMG Project Manager

CDM Smith:

600 Wilshire Blvd Suite 750  
Los Angeles, CA 90017 Attention: Anthony Scott Dellinger, Senior Project  
Manager

**7. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG, the DC WMG or any participating agency or otherwise act on behalf of SBCCOG, the DC WMG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG, DC WMG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG or the DC WMG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG and the DC WMG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

**8. Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. Consultant provides no warranty or guarantee whatsoever, for any item or result which may be delivered under this Contract.

**9. Indemnification.** Each Party agrees to indemnify the other party, participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization resulting solely from its negligence or misconduct in performance of this Agreement to the limits of available insurance.

**10. Insurance.** Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and

automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

**11. Confidentiality.** Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

**12. Ownership of Materials.** All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and the DC WMG without restriction or limitation upon their use or dissemination by either party. The Consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

Ownership of intellectual property in any drawings, documents, information, samples, models, patterns, or any other tangible or intangible thing existing prior to the date of execution of the Agreement and any developments or improvements to that intellectual property and any intellectual property created or developed otherwise than in connection with the Agreement at any time remains with Consultant.

**13. Conflict of Interest.** It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the DC WMG for the limited purpose of implementation of this project. Consultant warrants that it has no and will not acquire any conflicts of interest that would interfere with its performance of this Agreement.

**14. Termination.** Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by

the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

**15. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

**16. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Subconsultants.** Consultant may subcontract all or any part of tasks listed in Exhibit A to agreed upon sub-consultants that have been approved by the DC WMG Project Manager.

**18. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG and the DC WMG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Approved reassignments under this Agreement will be under the strict management and oversight of the Consultant, and held to the same performance criteria and payment schedule as per the terms of this Agreement. Consultant shall charge no more than three (3) percent markup on approved reassignments to other entities in support of this Agreement.

**19. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

**20. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

**21. Resolving Disputes.** If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation is not successful, either party may pursue all judicial remedies available to that party.

**22. Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

**23. Notices.** Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – [jacki@southbaycities.org](mailto:jacki@southbaycities.org)  
Taraneh Nik-Khah – [taraneh.nik-khah@lacity.org](mailto:taraneh.nik-khah@lacity.org)  
Anthony Scott Dellinger – [dellingeras@cdmsmith.com](mailto:dellingeras@cdmsmith.com)

**24. Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**25. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**26. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or

breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the DC WMG by the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary in conjunction with the signature of the DC WMG Project Manager.

**27. Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"  
South Bay Cities Council of Governments

By: \_\_\_\_\_  
Britt Huff, Chair (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SBCCOG Secretary

"Consultant"  
CDM Smith

By: \_\_\_\_\_  
Anthony Scott Dellinger (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

# Dominguez Channel Watershed Management Group Memorandum of Agreement

### 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 LAWNSDALE, 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 LAWNSDALE, 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, Lawnsdale, 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 \$6,321,367 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 30<sup>th</sup>, 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) business 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 31<sup>st</sup> 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 SGCCOG 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 Estrella  
Mark Estrella, Director of Public Works

6/21/18  
Date

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By \_\_\_\_\_ 6/12/2018 CL.o.r  
Deputy

6/12/2018  
Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By Angel George-Moody  
Mark Restrella, Chief Engineer

6/21/18  
Date

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By £ - G  
Deputy

6/12/2018  
Date

CITY OF CARSON

By Kenneth Att -----  
City Manager

Date 6/20/18

ATTEST:

By: [Signature]  
City Clerk



APPROVED AS TO FORM:

By [Signature]  
City Attorney

Date 6-19-18

**CITY OF EL SEGUNDO**

  
\_\_\_\_\_  
Greg Carpenter  
City Manager

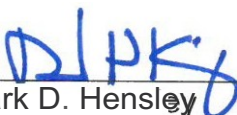
9.13.18  
Date

ATTEST:

 FOR  
\_\_\_\_\_  
Tracy Weaver  
City Clerk

10/10/18  
Date

APPROVED AS TO FORM:

 FOR  
\_\_\_\_\_  
Mark D. Hensley  
City Attorney

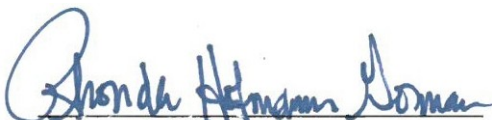
9/13/18  
Date

**CITY OF LAWNSDALE**


Date: \$- 3. /- /4.

By: cf \_\_\_\_\_  
Robert Pullen-Miles  
Mayor

ATTEST:

  
Rhonda Hofmann Gorman  
City Clerk

APPROVED AS TO FORM:  
Aleshire & W ynder, LLP

By:   
Tiffany J. Israel  
City Attorney

CITY OF LOS ANGELES

Date: 3/6/19

By: *Kevin James*  
Kevin James, President  
Board of Public Works

ATTEST:

*Michael Wolcott - Deputy*  
Holly Wolcott  
Interim City Clerk



*C-132881*  
*3/6/19*

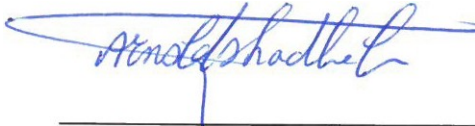
APPROVED AS TO FORM:

Michael N. Feuer  
City Attorney

By: *a A* *CJ* *[Signature]*  
*f1/2*

Adena Hopenstand <sup>7</sup>  
Assistant City Attorney  
*Ot/m fr-;*

**CITY OF HAWTHORNE**



Arnold Shober  
Interim City Manager

AT.JEST:

1btJ<sup>1</sup>/<sub>4</sub>b =  
City Clerk

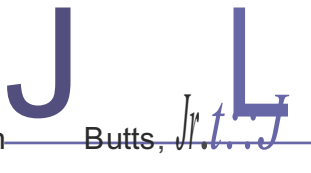
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Russell Miyah  
City Attorney




CITY OF INGLEWOOD

Date: \_\_\_\_\_

By:  Jam Butts, Jr.  
Mayor

ATTEST:

By:   
Yvonne Horton  
City Clerk

APPROVED AS TO FORM:

By:   
Kenneth R. Pos  
City Attorney

**CITY OF LOMITA**

Date: April 18, 2018

By \_\_\_\_\_  
Michael G. Savidan  
Mayor

ATTEST:

By \_\_\_\_\_  
andraMedina, MMC  
City Clerk

APPROVED AS TO FORM:

By € \_\_\_\_\_  
City Attorney

**South Bay Cities Council of Governments**

Date: 4-26-18

By 

Kurt Weideman  
Chair

ATTEST:

By *-@1<sup>3</sup>/<sub>4</sub>i fkJ..... L*  
Sc5Gsecretary

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	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total over 5 years
<b>Total Cost of DC WMA CIMP</b>	<b>\$984,557</b>	<b>\$933,564</b>	<b>\$993,929</b>	<b>\$931,323</b>	<b>\$927,998</b>	<b>\$4,771,371</b>
LACFCD	\$54,781	\$52,342	\$55,362	\$52,232	\$52,066	\$266,783
City of Los Angeles	\$369,881	\$355,957	\$370,602	\$355,139	\$360,023	\$1,811,602
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	\$230,013
City of Hawthorne	\$49,189	\$45,027	\$49,538	\$45,067	\$41,645	\$230,466
City of Lomita	\$77,574	\$75,753	\$79,682	\$75,152	\$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

Toto/ Cost= Universal Costs (Shored Items)+ Dominguez Channel Watershed Costs + Machado Lake Watershed Costs+ LA Harbor Costs+ COGfees.

Table 1B Universal CIMP Costs

Universal Costs (Shared Items)								
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	Total over 5 years
<b>Universal Costs (shared)</b>	<b>50,444.88</b>	<b>100%</b>	<b>\$549,748</b>	<b>\$528,378</b>	<b>\$534,201</b>	<b>\$528,903</b>	<b>\$528,903</b>	<b>\$2,670,133</b>
IACFCD	--	--	\$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	\$191,673	\$191,673	\$967,647
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

<sup>1</sup> 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 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total over 5 years
<b>Dominguez Channel Monitoring</b>	<b>33,785.82</b>	<b>100%</b>	<b>\$64,539</b>	<b>\$40,822</b>	<b>\$78,145</b>	<b>\$40,838</b>	<b>\$9,564</b>	<b>\$233,908</b>
IACFCD	--	--	\$3,227	\$2,041	\$3,907	\$2,042	\$478	\$11,695
City of Los Angeles	5,986.68	17.72%	\$10,864	\$6,872	\$13,155	\$6,874	\$1,610	\$39,375
County of Los Angeles	6,755.80	20.00%	\$12,260	\$7,755	\$14,845	\$7,758	\$1,817	\$44,434
City of El Segundo	1,252.18	3.71%	\$2,272	\$1,437	\$2,751	\$1,438	\$337	\$8,236
City of Inglewood	3,884.28	11.50%	\$7,049	\$4,459	\$8,535	\$4,460	\$1,045	\$25,547
City of Hawthorne	3,891.93	11.52%	\$7,063	\$4,467	\$8,552	\$4,469	\$1,047	\$25,598
City of Lawndale	1,259.51	3.73%	\$2,286	\$1,446	\$2,768	\$1,446	\$339	\$8,284
City of Carson	10,755.44	31.83%	\$19,518	\$12,346	\$23,633	\$12,350	\$2,892	\$70,740

IACFCD 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 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total over 5 years
<b>Machado Lake Watershed Monitoring<sup>1</sup></b>	<b>5,228.39</b>	<b>100%</b>	<b>\$291,692</b>	<b>\$285,669</b>	<b>\$302,886</b>	<b>\$282,885</b>	<b>\$310,834</b>	<b>\$1,473,966</b>
IACFCD <sup>2</sup>	--	--	\$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
<b>Wilmington Drain Bed Sediment Monitoring (IACFCD)</b>			<b>\$5,845</b>	<b>\$5,962</b>	<b>\$5,964</b>	<b>\$5,964</b>	<b>\$5,964</b>	<b>\$29,699</b>

**Table 1E LA Harbor Watershed Monitoring Costs**

LA Harbor Monitoring Cost Distribution								
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	Total over 5 years
<b>LA Harbor Monitoring</b>	<b>11,392.33</b>	<b>100%</b>	<b>\$47,733</b>	<b>\$47,733</b>	<b>\$47,733</b>	<b>\$47,733</b>	<b>\$47,733</b>	<b>\$238,665</b>
LACFCD <sup>1</sup>	--	--	\$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	\$224,060
County of Los Angeles	134.23	1.18%	\$534	\$534	\$534	\$534	\$534	\$2,671

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

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.

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

The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

**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	Total over 5 years
<b>Universal Costs (shared)</b>	<b>50,444.88</b>	<b>100%</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$125,000</b>
LACFCD <sup>1</sup>	--	--	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$6,250
City of Los Angeles	19,243.21	38.15%	\$9,060	\$9,060	\$9,060	\$9,060	\$9,060	\$45,300
County of Los Angeles	7,699.69	15.26%	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$18,125
City of El Segundo	1,252.18	2.48%	\$590	\$590	\$590	\$590	\$590	\$2,948
City of Inglewood	3,884.28	7.70%	\$1,829	\$1,829	\$1,829	\$1,829	\$1,829	\$9,144
City of Hawthorne	3,891.93	7.72%	\$1,832	\$1,832	\$1,832	\$1,832	\$1,832	\$9,162
City of Lomita	1,227.70	2.43%	\$578	\$578	\$578	\$578	\$578	\$2,890
City of Lawndale	1,259.51	2.50%	\$593	\$593	\$593	\$593	\$593	\$2,965
City of Carson	11,986.38	23.76%	\$5,643	\$5,643	\$5,643	\$5,643	\$5,643	\$28,217

<sup>1</sup> 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%	\$ 166,811	\$ 76,205	\$ 130,568	\$ 85,742	\$ 112,447	\$ 571,773
Carson	23.76%	\$ 103,891	\$ 47,461	\$ 81,319	\$ 53,401	\$ 70,033	\$ 356,103
El Segundo	<b>2.48%</b>	\$ 10,844	\$ 4,954	\$ 8,488	\$ 5,574	\$ 7,310	\$ 37,169
Hawthorne	7.72%	\$ 33,756	\$ 15,421	\$ 26,422	\$ 17,351	\$ 22,755	\$ 115,704
Inglewood	7.70%	\$ 33,668	\$ 15,381	\$ 26,353	\$ 17,306	\$ 22,696	\$ 115,404
Lawndale	2.50%	\$ 10,931	\$ 4,994	\$ 8,556	\$ 5,619	\$ 7,369	\$ 37,469
Lomita	2.43%	\$ 10,625	\$ 4,854	\$ 8,317	\$ 5,461	\$ 7,162	\$ 36,420
LACFCD		\$ 17,750	\$ 5,250	\$ 12,750	\$ 5,250	\$ 10,250	\$ 51,250
LA County	15.26%	\$ 66,724	\$ 30,482	\$ 52,227	\$ 34,297	\$ 44,979	\$ 228,709
<b>Total</b>	<b>100.00%</b>	<b>\$ 455,000</b>	<b>\$ 205,000</b>	<b>\$ 355,000</b>	<b>\$ 230,000</b>	<b>\$ 305,000</b>	<b>\$ 1,550,000</b>

**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%	\$ 9,061	\$ 9,061	\$ 9,061	\$ 9,061	\$ 9,061
Carson	23.76%	\$ 5,643	\$ 5,643	\$ 5,643	\$ 5,643	\$ 5,643
El Segundo	<b>2.48%</b>	\$ 589	\$ 589	\$ 589	\$ 589	\$ 589
Hawthorne	7.72%	\$ 1,834	\$ 1,834	\$ 1,834	\$ 1,834	\$ 1,834
Inglewood	7.70%	\$ 1,829	\$ 1,829	\$ 1,829	\$ 1,829	\$ 1,829
Lawndale	2.50%	\$ 594	\$ 594	\$ 594	\$ 594	\$ 594
Lomita	2.43%	\$ 577	\$ 577	\$ 577	\$ 577	\$ 577
LACFCD		\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
LA County	15.26%	\$ 3,624	\$ 3,624	\$ 3,624	\$ 3,624	\$ 3,624
<b>Total</b>	<b>100.00%</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>

**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	<b>2.48%</b>	\$ 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
<b>Total</b>	<b>100.00%</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>

**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
<b>Total</b>	<b>100.00%</b>	<b>\$ 75,000</b>	<b>\$</b>	<b>\$ 150,000</b>	<b>\$</b>	<b>\$ 100,000</b>

**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%				\$ 9,538	
Carson	23.76%				\$ 5,940	
El Segundo	2.48%				\$ 620	
Hawthorne	7.72%				\$ 1,930	
Inglewood	7.70%				\$ 1,925	
Lawndale	2.50%				\$ 625	
Lomita	2.43%				\$ 608	
LACFCD						
LA County	15.26%				\$ 3,815	
<b>Total</b>	<b>100.00%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 25,000</b>	<b>\$0</b>

**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				
<b>Total</b>	<b>100.00%</b>	<b>\$ 75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



Table 7. SQQ/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				
<b>Total</b>	<b>100.00%</b>	<b>\$ 100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Table 8. Special Studies Funds

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

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%	\$ 536,691	\$ 432,161	\$ 501,169	\$ 440,880	\$ 472,470
Carson	23.76%	\$ 317,139	\$ 247,392	\$ 297,628	\$ 252,844	\$ 266,150
El Segundo	2.48%	\$ 26,670	\$ 19,441	\$ 24,426	\$ 20,074	\$ 20,708
Hawthorne	7.72%	\$ 82,944	\$ 60,448	\$ 75,960	\$ 62,418	\$ 64,399
Inglewood	7.70%	\$ 82,760	\$ 60,319	\$ 75,794	\$ 62,284	\$ 64,259
Lawndale	2.50%	\$ 26,850	\$ 19,565	\$ 24,588	\$ 20,203	\$ 20,846
Lomita	2.43%	\$ 88,200	\$ 80,607	\$ 87,999	\$ 80,613	\$ 88,474
LACFCD		\$ 72,531	\$ 57,592	\$ 68,112	\$ 57,482	\$ 62,316
LA County	15.26%	\$ 205,772	\$ 161,039	\$ 193,252	\$ 164,524	\$ 173,376
<b>Total</b>	<b>100.00%</b>	<b>\$ 1,439,556</b>	<b>\$ 1,138,563</b>	<b>\$ 1,348,928</b>	<b>\$ 1,161,322</b>	<b>\$ 1,232,997</b>

## 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: <a href="mailto:Shahram.Kharaghani@lacity.org">Shahram.Kharaghani@lacity.org</a>
	Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Stormwater Quality Division, 1 <sup>st</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: <a href="mailto:r2alva@dr2w.lacounty.gov">r2alva@dr2w.lacounty.gov</a>
	Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11 <sup>th</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: <a href="mailto:r2alva@dQw.lacounty.gov">r2alva@dQw.lacounty.gov</a>
	Phone: (626) 458-4325 Fax: (626) 457-1526
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	Phone: (310) 835-7261
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Lifan Xu E-mail: <a href="mailto:lxu@elsegundo.org">lxu@elsegundo.org</a>
	Phone: (310) 524-2368
City of Hawthorne 4455 West 126 <sup>th</sup> Street Hawthorne, CA 90250-4482	Doug Krauss E-mail: <a href="mailto:dkrauss@cityofhawthorne.org">dkrauss@cityofhawthorne.org</a> Phone: (310) 349-2987
	Arnold Shadbehr, P.E., Interim City Manager E-mail: <a href="mailto:ashadbehr@cityofhawthorne.org">ashadbehr@cityofhawthorne.org</a> Phone: (310) 349-2980

City of Inglewood 1 W. Manchester Blvd. 3 <sup>rd</sup> Floor Inglewood, CA 90301-1750	Lauren Amimoto E-mail: <a href="mailto:lamimoto@cityofinglewood.org">lamimoto@cityofinglewood.org</a>
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	Louis A. Atwell, Public Works Director E-mail: <a href="mailto:latwell@cityofinglewood.org">latwell@cityofinglewood.org</a> Phone: (310) 412-5333
City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260	Steve Mandoki E-mail: <a href="mailto:smandoki@lawndalecity.org">smandoki@lawndalecity.org</a>
	Phone: (310) 371-3202 Fax: (310) 371-8877
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Ryan Smoot, City Manager E-mail: <a href="mailto:r.smoot@lomita.city.com">r.smoot@lomita.city.com</a>
	Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024
South Bay Council of Governments 20285 S. Western Ave., #100 Torrance, CA 90501	Jacki Bacharach E-mail: <a href="mailto:Jacki@southbaycities.org">Jacki@southbaycities.org</a>
	Phone: (310) 293-2612

# EXHIBIT E

## Dominguez Channel Enhanced Watershed Management Area Group

