

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF BEVERLY HILLS, CULVER CITY, INGLEWOOD, SANTA MONICA, AND WEST HOLLYWOOD

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE BALLONA CREEK WATERSHED

This Memorandum of Agreement (MOA), including its attachments, exhibits, and schedules, is made and entered into as of July 1st, 2023 by and between THE CITY OF LOS ANGELES (CITY), a municipal corporation, the 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, THE CITY OF BEVERLY HILLS, a municipal corporation, THE CITY OF CULVER CITY, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF SANTA MONICA, a municipal corporation, and THE CITY OF WEST HOLLYWOOD, a municipal corporation. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

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 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the COUNTY comply with its prescribed elements; and

WHEREAS, the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires that the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Ballona Creek Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Beverly Hills, Culver City, Inglewood, Santa Monica, West Hollywood, LACFCD and the COUNTY formed the Ballona Creek Watershed Management Group (BC WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the BC WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Ballona Creek Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 29, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 21, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on September 7, 2015, and was approved by the Regional Board on September 15, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES 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 WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

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

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and authorize the CITY to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2 and 2A of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3 and 3A of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related Tasks. The CITY will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The CITY will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. All communications concerning MONITORING SERVICES, WMP-RELATED TASKS, and CONTRACT ADMINISTRATION under this Agreement shall be directed to the CITY. The CITY will notify, in writing, the PARTIES of any administrative modifications to the PARTIES proportional payment obligations, including, without limitation, under the circumstances identified in Section 8(d).
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the CITY may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The CITY will invoice all PARTIES annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the CITY to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.
- b. Annual Payment. Each PARTY shall pay the CITY for their invoice within sixty (60) days of receipt of the invoice from the CITY.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from the CITY shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the CITY shall result in the CITY notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by the CITY until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.
 - i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES,

the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).

- ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the BC WMG shall discuss the proposed activity and the BC WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The CITY shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c).
- g. Contract Management Fee. The WMP-RELATED TASKS includes a 15% Program Management Fee for administration of this MOA by the CITY. Each PARTY will be assessed its proportionate share of the annual Program Management Fee as shown in Table 3A of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the CITY will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by the CITY at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the CITY, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.

- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. 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.
- c. Consensus. The PARTIES agree that consensus in the BC WMG will be determined by a supermajority (95%) voting of the BC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of BC WMG members. Any PARTY that does not respond to a vote within five business days shall be considered to support the majority consensus.
- d. Participation. Each PARTY shall designate an individual to provide representation at the BC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the BC WMG meetings, and if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The BC WMG, led by the CITY, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The BC WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the CITY that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, 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 attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination.

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the CITY and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. 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 WMP.
- b. Default. 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.
- c. 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 PARTY 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 PARTIES 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 at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. 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 (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective representatives the persons named in Exhibit C. 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 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 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. 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. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. 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 Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. 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.
- g. 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.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. 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.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and 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.
- k. 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.

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

CITY OF LOS ANGELES

Date: _____

By: _____

Aura Garcia, President

Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

COUNTY OF LOS ANGELES

By

Mark Pestrella
Director of Public Works

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
Interim County Counsel

By

Grace V. Chang, Principal Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella
Director of Public Works

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
Interim County Counsel

By

Grace V. Chang, Principal Deputy

Date

CITY OF BEVERLY HILLS

Date: _____

By: _____

Julian Gold M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

By: _____ (SEAL)

Huma Ahmed
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Laurence S. Wiener
City Attorney

Nancy Hunt-Coffey
City Manager

Shana Epstein
Director of Public Works

Sharon L'Heureux Dressel
Risk Manager

CITY OF CULVER CITY

Date: _____

By: _____

John Nachbar

City Manager

APPROVED AS TO CONTENT

By: _____

Yanni Demitri
Public Works Director/City Engineer

APPROVED AS TO FINANCING:

By: _____

Lisa Soghor
Chief Financial Officer

APPROVED AS TO FORM:

By: _____

Heather Baker

City Attorney

CITY OF INGLEWOOD

Date: _____

By: _____

James T. Butts, Jr.

Mayor

ATTEST:

By: _____

Aisha L. Thompson

City Clerk

APPROVED AS TO FORM:

By: _____

Kenneth R. Campos

City Attorney

CITY OF SANTA MONICA

Date: _____

By: _____

David White
City Manager

ATTEST:

By: _____

Denise Anderson-Warren

City Clerk

APPROVED AS TO FORM:

By: _____

Douglas Sloan

City Attorney

CITY OF WEST HOLLYWOOD

Date: _____

By: _____

David Wilson
City Manager

ATTEST:

By: _____

Melissa Crowder
City Clerk

APPROVED AS TO FORM:

By: _____

Lauren Langer
City Attorney

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the BC WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the BC CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The BC WMG is required to complete the following activities as part of the BC Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website Management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the CITY utilizing a consultant(s) selected in coordination with the BC WMG, unless otherwise determined by the BC WMG. The CITY will provide subject-matter expertise and project management support to the consultant(s) for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the BC WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the CITY providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Manage the MOA budget.
- Facilitate the preparation of BC WMG administrative procedures by BC WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the CITY.

Additional tasks may be identified in the process of complying with the Permit, at which point the BC WMG would determine the optimal approach to ensuring that the BC WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

**EXHIBIT B
MOA Cost Estimates**

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Table 2. Distribution of Costs for Implementing CIMP MONITORING SERVICES20

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Table 3A. Costs for WMP-RELATED TASKS21

Table 3B. Distribution of Costs for CASQA Membership Fees21

Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA)

Agency ¹	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD	\$ 61,764	\$ 57,467	\$ 75,559	\$ 194,790
City of Los Angeles	\$ 991,214	\$ 924,191	\$ 1,210,631	\$ 3,126,037
County of Los Angeles	\$ 47,308	\$ 44,109	\$ 57,780	\$ 149,198
City of Beverly Hills	\$ 55,574	\$ 51,816	\$ 67,876	\$ 175,266
Culver City	\$ 48,255	\$ 44,992	\$ 58,937	\$ 152,185
City of Inglewood	\$ 28,926	\$ 26,970	\$ 35,329	\$ 91,226
City of Santa Monica	\$ 3,320	\$ 3,096	\$ 4,055	\$ 10,472
City of West Hollywood	\$ 18,424	\$ 17,178	\$ 22,503	\$ 58,105
Total²	\$ 1,254,787	\$ 1,169,821	\$ 1,532,671	\$ 3,957,279

1. Table 1 is the invoicing schedule for each Agency.

2. Total Cost = CIMP Distribution Costs (Table 2) + WMP Distribution Costs (Table 3).

Table 2. Distribution of Costs for Implementing CIMP MONITORING SERVICES

Agency	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD ¹ (5%)	--	--	\$ 49,464	\$ 48,318	\$ 50,164	\$ 147,947
City of Los Angeles	65,247.40	83.08%	\$ 780,845	\$ 762,747	\$ 791,896	\$ 2,335,488
County of Los Angeles	3,114.09	3.97%	\$ 37,268	\$ 36,404	\$ 37,795	\$ 111,467
City of Beverly Hills	3,658.20	4.66%	\$ 43,779	\$ 42,765	\$ 44,399	\$ 130,943
Culver City	3,176.44	4.04%	\$ 38,014	\$ 37,133	\$ 38,552	\$ 113,699
City of Inglewood	1,904.09	2.42%	\$ 22,787	\$ 22,259	\$ 23,110	\$ 68,156
City of Santa Monica	218.57	0.28%	\$ 2,616	\$ 2,555	\$ 2,653	\$ 7,824
City of West Hollywood	1,212.79	1.54%	\$ 14,514	\$ 14,178	\$ 14,719	\$ 43,411
Total	78,531.58	100%	\$ 989,287	\$ 966,358	\$ 1,003,288	\$ 2,958,933

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

Table 2A. Costs for CIMP MONITORING SERVICES

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
Labor	\$ 280,000	\$ 270,000	\$ 280,000	\$ 830,000
Lab Analysis	\$ 257,903	\$ 235,280	\$ 252,606	\$ 745,789
Lab Analysis - TIE	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000
Lab Analysis - Data Handling Fee (15%)	\$ 38,685	\$ 35,292	\$ 37,891	\$ 111,868
Contract Services	\$ 130,000	\$ 130,000	\$ 130,000	\$ 390,000
Equipment	\$ 72,697	\$ 72,697	\$ 55,349	\$ 200,743
Administrative Fee (5%)	\$ 40,964	\$ 39,163	\$ 39,792	\$ 119,920
Sub-Total	\$ 860,249	\$ 822,433	\$ 835,638	\$ 2,518,320
Contingency (15%)	\$ 129,037	\$ 123,365	\$ 125,346	\$ 377,748
Annual Escalation (2.5%)	-	\$ 20,561	\$ 42,304	\$ 62,865
Monitoring Services Cost (Total)	\$ 989,287	\$ 966,358	\$ 1,003,288	\$ 2,958,933

Table 3. Distribution of Costs for Implementing WMP-RELATED TASKS (including CASQA fees)

Agency	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
LACFCD ¹ (5%)	-	-	\$ 12,300	\$ 9,149	\$ 25,394	\$ 46,844
City of Los Angeles	65,247.40	83.08%	\$ 210,369	\$ 161,444	\$ 418,735	\$ 790,549
County of Los Angeles	3,114.09	3.97%	\$ 10,040	\$ 7,705	\$ 19,985	\$ 37,731
City of Beverly Hills	3,658.20	4.66%	\$ 11,795	\$ 9,052	\$ 23,477	\$ 44,323
Culver City	3,176.44	4.04%	\$ 10,241	\$ 7,860	\$ 20,385	\$ 38,486
City of Inglewood	1,904.09	2.42%	\$ 6,139	\$ 4,711	\$ 12,220	\$ 23,070
City of Santa Monica	218.57	0.28%	\$ 705	\$ 541	\$ 1,403	\$ 2,648
City of West Hollywood	1,212.79	1.54%	\$ 3,910	\$ 3,001	\$ 7,783	\$ 14,694
Total²	78,531.58	100%	\$ 246,000	\$ 182,988	\$ 507,884	\$ 998,346

1.LACFCD is responsible for 5% of the total cost (excluding CASQA), which is subtracted before distributing the cost among the other agencies.

2. Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B).

Table 3A. Costs for WMP-RELATED TASKS

WMP-Related Task Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
Annual and Semi-Annual Reporting	\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
WMP Revision/RAA/Adaptive Management	-	-	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	-	-	\$ 35,000	\$ 35,000
Special Studies/Projects	\$ 100,000	\$ 50,000	\$ 50,000	\$ 200,000
Trash Monitoring & Reporting Program	\$ 26,000	\$ 26,000	\$ 26,000	\$ 78,000
Program Management Fee (15%)	\$ 27,900	\$ 20,400	\$ 55,650	\$ 103,950
Sub-Total	\$ 213,900	\$ 156,400	\$ 426,650	\$ 796,950
Contingency (15%)	\$ 32,085	\$ 23,460	\$ 63,998	\$ 119,543
Annual Escalation (2%)	-	\$ 3,128	\$ 17,237	\$ 20,365
WMP-Related Tasks Cost (Total)	\$ 246,000	\$ 182,988	\$ 507,884	\$ 936,872

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency ³	Acres	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	3-Year Total
City of Los Angeles	65,247.40	83.08%	\$ 16,201	\$ 17,012	\$ 17,862	\$ 51,075
County of Los Angeles	3,114.09	3.97%	\$ 773	\$ 812	\$ 853	\$ 2,438
City of Beverly Hills	3,658.20	4.66%	\$ 908	\$ 954	\$ 1,001	\$ 2,864
Culver City	3,176.44	4.04%	\$ 789	\$ 828	\$ 870	\$ 2,486
City of Inglewood	1,904.09	2.42%	\$ 473	\$ 496	\$ 521	\$ 1,491
City of Santa Monica	218.57	0.28%	\$ 54	\$ 57	\$ 60	\$ 171
City of West Hollywood	1,212.79	1.54%	\$ 301	\$ 316	\$ 332	\$ 949
Total	78,531.58	100.00%	\$ 19,500	\$ 20,475	\$ 21,499	\$ 61,474

3. LACFCD will retain its own CASQA Membership.

EXHIBIT C**Ballona Creek Watershed Agency Representatives**

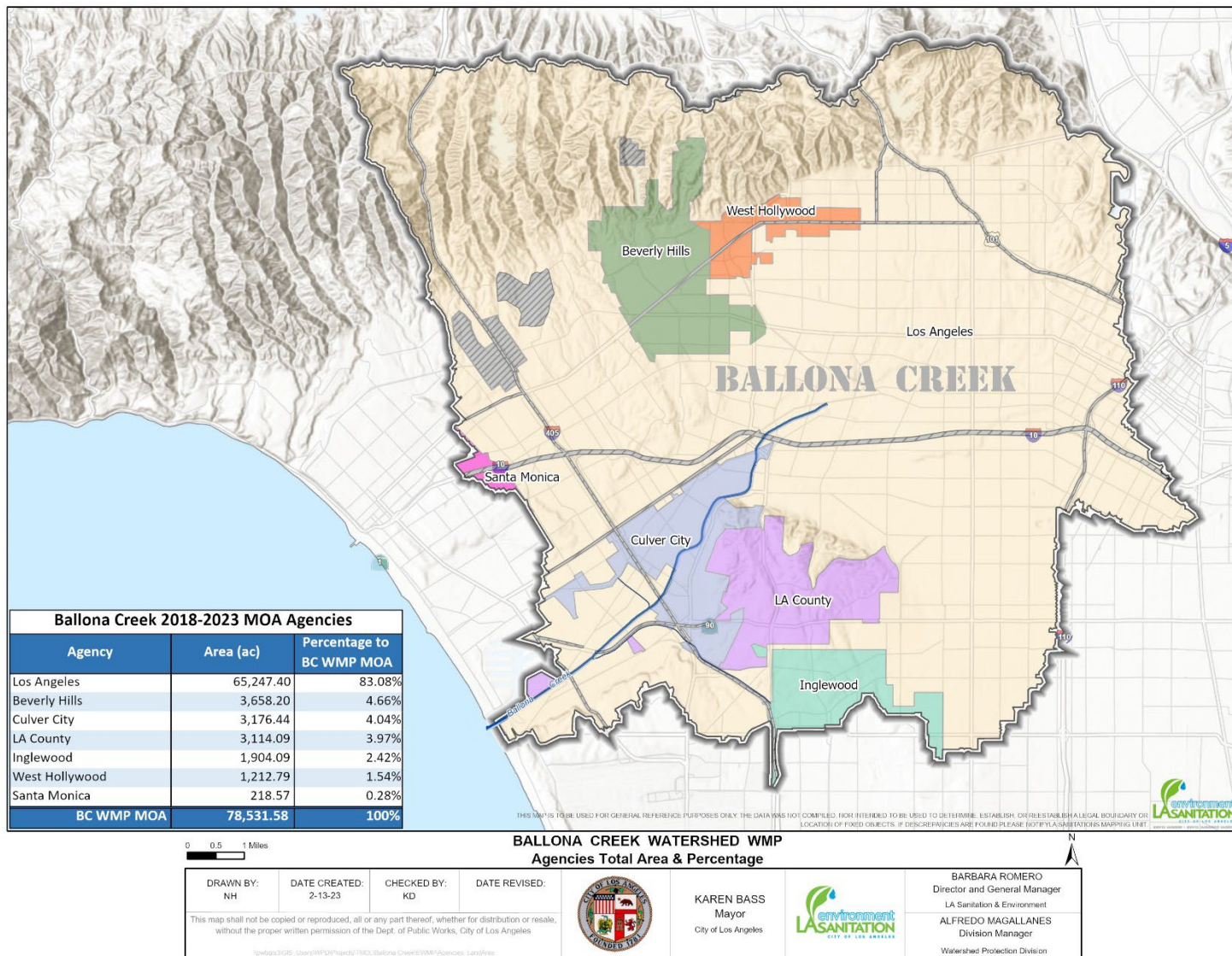
1. City of Los Angeles
Watershed Protection Division
1149 South Broadway Blvd.
Los Angeles, CA 90015
Party Representative: Alfredo Magallanes
Alfredo.Magallanes@lacity.org
Phone No.: (213) 485-3958
2. County of Los Angeles
Department of Public Works
Stormwater Quality Division, Building A-9 East, 1st Floor
1000 South Fremont Ave.
Alhambra, CA 91803-1331
Party Representative: Mark Lombos, Assistant Deputy Director
mlombos@pw.lacounty.gov
Phone No.: (626) 300-4665
Fax: (626) 300-4620
3. Los Angeles County Flood Control District Department
Department of Public Works
Stormwater Quality Division, Building A-9 East, 1st Floor
1000 South Fremont Ave.
Alhambra, CA 91803-1331
Party Representative: Mark Lombos
mlombos@pw.lacounty.gov
Phone No.: (626) 300-4665
Fax: (626) 300-4620
Fax: (626) 457-1526
4. City of Beverly Hills
Environmental Compliance and Sustainability Programs
345 Foothill Road
Beverly Hill, CA 90210
Party Representative: Josette Descalzo
jdescalzo@beverlyhills.org
Phone No.: (310) 285-2554
Fax: (310) 278-1838
5. City of Culver City
9770 Culver Blvd., 2nd Floor
Culver City, CA 90232-0507
Party Representative: Sean Singletary
sean.singletary@culvercity.org
Phone No.: (310) 253-6457
Fax: (310) 253-5626

6. City of Inglewood
Public Works Department
1 Manchester Blvd.
Inglewood, CA 90301
Party Representative: Thomas C. Lee / Lauren Amimoto
tlee@cityofinglewood.org / lamimoto@cityofinglewood.org
Phone No.: (310) 412-5333
Fax: (310) 412-5552

7. City of Santa Monica
Public Works Department, Engineering and Street Services Division
1685 Main Street, City Hall East, Mail Stop #15
Santa Monica, CA 90401
Party Representative: Curtis Castle
Curtis.Castle@santamonica.gov, www.santamonica.gov
Phone No.: (310) 458-8721

8. City of West Hollywood
Department of Transportation and Public Works
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216
Party Representative: Matt Magener
mmagener@weho.org
Phone No.: 323-848-6894
Fax: (323) 848-6564

EXHIBIT D Ballona Creek Watershed



Note: LACFCD is also a PARTY to this MOA is responsible for 5% of the total cost.

**Exhibit E
Reconciliation Template**

[The line items shown in this Exhibit are placeholders and are subject to change]

CIMP & WMP RECONCILIATION

MONITORING SERVICES	FY 23-24	FY 24-25	FY 25-26	Total
Budget (MOA)	\$			
Actual	\$			
Balance	\$			

WMP-RELATED TASKS	Budget (MOA)	Actual (To Date)	Balance
Annual and Semi-Annual Reporting	\$		
WMP Revision/RAA/Adaptive Management	\$		
Report of Waste Discharge (ROWD)	\$		
Special Studies/Projects	\$		
Trash Monitoring & Reporting Plan	\$		
Total	\$		

IIP CONTRACTS

NPDES Permittee	Contract Amount	Balance
	\$	