

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE COUNTY OF LOS ANGELES,  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
AND THE CITIES OF CULVER CITY AND LOS ANGELES,**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING  
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND  
NECESSARY REPORTS  
FOR THE MARINA DEL REY WATERSHED**

This Memorandum of Understanding ("MOU"), is made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("LACFCD"), a body corporate and politic, and the CITIES OF CULVER CITY AND LOS ANGELES ("CITIES"), municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

### **WITNESSETH**

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("REGIONAL BOARD") adopted National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 ("MS4 Permit") on November 8, 2012; 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 Los Angeles 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 Marina del Rey Watershed Management Area; and

WHEREAS, the PARTIES entered into an Memorandum of Understanding (MOU) on December 23, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program ("CIMP") for the Marina del Rey Watershed; and

WHEREAS, the CIMP was submitted to the REGIONAL BOARD by the PARTIES on June 30, 2014, was revised and resubmitted by the PARTIES on February 29, 2016, and was approved by the REGIONAL BOARD on May 23, 2016; and

WHEREAS, the PARTIES propose to hire consultants ("CONSULTANTS") as set forth in Section 7(a), below, to implement certain requirements of the CIMP and MS4 Permit, which for purposes of this MOU, may also include the preparation of reports required by the CIMP and MS4 Permit, and any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONSULTANTS to implement certain requirements of the CIMP and MS4 Permit will be beneficial to the PARTIES, and they have agreed to contribute funds to COUNTY, who will act as Project Administrators on behalf of the PARTIES to contract with CONSULTANTS to implement certain requirements of the CIMP and the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared Scopes of Work to obtain CONSULTANTS to assist the PARTIES with implementing certain requirements of the CIMP and MS4 Permit, as specified in the Scopes of Work, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES have agreed to cooperatively cost-share and fully fund the estimated costs of implementing certain requirements of the CIMP and MS4 Permit, as shown in Table 1 of Exhibit B; based on the cost allocation formula contained in Table 3 of Exhibit B of this MOU; and

WHEREAS, the PARTIES have agreed that the total cost for implementing certain requirements of the CIMP and MS4 Permit shall not exceed \$4,003,425.44 for three years, which includes a five percent (5%) project administration cost, a 2 percent (2%) annual inflationary increase, and a ten percent (10%) contingency for the initial three-year term; and

WHEREAS, the PARTIES previously agreed in Section 10(e) of the Memorandum of Agreement Regarding the Administration and Cost Sharing for Implementing the Coordinated Monitoring Plan for the Marina del Rey Harbor Toxics Pollutants Total Maximum Daily Load ("MdrH Toxics TMDL") effective August 20, 2014 ("CMP MOA") that any unused funds which were contributed pursuant to the CMP MOA "may be reimbursed through credits towards future invoices and agreements, if requested in writing." The PARTIES intend that such credits may be applied towards invoices issued pursuant to this MOU, provided each PARTY provides the COUNTY with the requisite written request; and

WHEREAS, the COUNTY will act on behalf of the PARTIES to implement certain MS4 Permit and MdrH Toxics TMDL monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit; and

WHEREAS, the LACFCD will act on behalf of the PARTIES to implement the MdrH Toxics TMDL Stressor Identification Special Study (SID) requirements; and

WHEREAS, the CITY of LOS ANGELES will act on behalf of the PARTIES to implement the Marina del Rey Bacteria Total Maximum Daily Load ("MdR Bacteria TMDL") monitoring and reporting requirements of the CIMP; and

WHEREAS, other entities subject to their own NPDES Permit and/or are named as responsible agencies in a Total Maximum Daily Load ("TMDL") may participate in

applicable portions of the CIMP by amendment to this MOU, with the concurrence of the PARTIES;

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 MOU.

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

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

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of certain requirements of the CIMP and MS4 Permit, and to coordinate the payment and performance of the monitoring and reporting services.

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

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of certain requirements of the CIMP and MS4 Permit.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY, and shall remain in effect until June 30, 2019.

Section 6. Continuation of Monitoring. The PARTIES agree that substantiated costs incurred by the COUNTY, the LACFCD, and the CITY OF LOS ANGELES for implementing certain requirements of the CIMP and MS4 Permit until MOU execution shall be cost-shared by the PARTIES. The estimated costs and not-to-exceed invoicing amounts for the period of July 1, 2015 through June 30, 2018, as contained in Exhibit B, are based on implementing the CIMP and project administration that commenced on July 1, 2015.

Section 7. The COUNTY agrees:

- a. Consultant Services. To select CONSULTANTS to implement certain MS4 Permit and MdrH Toxics TMDL monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit, in accordance with the Scopes of Work, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. COUNTY will be compensated for the administration of the consultant contract at a rate of five percent (5 %) of each PARTY'S cost share as described in Table 3 of Exhibit B. COUNTY will comply with all procurement requirements applicable to said selection.

- b. Stressor Identification Special Study. To invoice the CITIES and reimburse the LACFCD, as described in Table 4c of Exhibit B, for implementing the requirements of the MdrH Toxics TMDL Stressor Identification Special Study.
- c. LACFCD Facilities. To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties ("FACILITIES"), provided the COUNTY and its CONSULTANT provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- d. Report. To coordinate with all PARTIES and submit reports to the REGIONAL BOARD as described in the CIMP and Scopes of Work, and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. COUNTY will provide the PARTIES with an electronic copy of draft and completed reports. In addition, the COUNTY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format.
- e. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 4b of Exhibit B. COUNTY will reimburse the LACFCD for the cost of implementing the MdrH Toxics TMDL Stressor Identification Special Study, as explained in Sections 8(a) and (d). COUNTY will credit the CITY OF LOS ANGELES for the cost of implementing the Bacteria TMDL monitoring program, as explained in Sections 9(a) and (c). The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued upon the execution of this MOU by all PARTIES. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation and reporting.
- f. Expenditure. To utilize the funds only for the administration of the consultant contracts in the implementation of the CIMP and necessary reports. COUNTY will provide an accounting of funds expended and remaining within 90 days after the end of each monitoring year.
- g. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit B, and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Tables 4a and b of Exhibit B. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- h. Termination. To provide an accounting upon termination of this MOU within 90 days of said termination. At the completion of the accounting, the COUNTY shall

return any unused portion of all funds deposited with the COUNTY within 180 days of said termination in accordance with the cost allocation formulas set forth in Table 3 of Exhibit B. Subject to agreement by the COUNTY, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.

- i. Permit. To make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 8. The LACFCD agrees:

- a. Stressor Identification Special Study. To implement the requirements of the MdrH Toxics TMDL Stressor Identification Special Study. The LACFCD will be reimbursed for the administration of the SID at a rate of five percent (5%) of each PARTY'S cost share as described in Table 3 of Exhibit B. The LACFCD will be reimbursed by the COUNTY as described in Table 4c of Exhibit B. LACFCD will comply with all applicable procurement requirements.
- b. Access to LACFCD Facilities. To grant access to the PARTIES and their CONSULTANTS to LACFCD FACILITIES, to achieve the purposes of this MOU, provided the PARTIES and their CONSULTANTS obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To coordinate with all PARTIES and submit reports to the REGIONAL BOARD as described in the CIMP, and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. LACFCD will provide the PARTIES with an electronic copy of draft and completed reports. In addition, the LACFCD will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format.
- d. Invoice. To have COUNTY invoice the CITIES on behalf of the LACFCD, and reimburse the LACFCD as shown in Table 4c of Exhibit B. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds only for the administration and implementation of the MdrH Toxics TMDL Stressor Identification Special Study requirements. LACFCD will provide an accounting of funds expended and remaining within 90 days after the completion of the Final SID Report and submittal to the REGIONAL BOARD.
- f. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit B and obtain

written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse LACFCD for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Tables 4a, b and c of Exhibit B. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.

- g. Termination. To provide an accounting upon termination of this MOU within 90 days of said termination. At the completion of the accounting, the COUNTY shall return any unused portion of all funds paid/credited to the COUNTY within 180 days of said termination in accordance with the cost allocation formulas set forth in Tables 3 of Exhibit B. Subject to agreement by the COUNTY, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- h. Permit. To make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 9. The CITY OF LOS ANGELES agrees:

- a. Monitoring Services. To implement the Mdr Bacteria TMDL monitoring and reporting requirements of the CIMP, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. The CITY OF LOS ANGELES will be compensated for the administration of the Mdr Bacteria TMDL Monitoring Services at a rate of five percent (5%) of each PARTY'S cost share as described in Table 3 of Exhibit B, and credited by COUNTY as described in Table 4b of Exhibit B. CITY OF LOS ANGELES will comply with all applicable procurement requirements.
- b. Report. To coordinate with all PARTIES and submit reports to the REGIONAL BOARD as described in the CIMP, and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. CITY OF LOS ANGELES will provide the PARTIES with an electronic copy of draft and completed reports within seven (7) business days after completion. In addition, the CITY OF LOS ANGELES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format.
- c. Invoice. To have COUNTY invoice the PARTIES on behalf of the CITY OF LOS ANGELES, and apply the full credit to CITY OF LOS ANGELES as shown in Table 4b of Exhibit B. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation.

- d. Expenditure. To utilize the funds only for the administration and implementation of the MdR Bacteria TMDL requirements of the CIMP and necessary reports. CITY OF LOS ANGELES will provide an accounting of funds expended and remaining within 90 days after the end of each monitoring year.
- e. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit B and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse CITY OF LOS ANGELES for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Tables 4a and b of Exhibit B. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- f. Termination. To provide an accounting upon termination of this MOU within 90 days of said termination. At the completion of the accounting, the CITY OF LOS ANGELES shall return any unused portion of all funds paid/credited to the CITY OF LOS ANGELES within 180 days of said termination in accordance with the cost allocation formulas set forth in Tables 3 of Exhibit B. Subject to agreement by the CITY OF LOS ANGELES, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- g. Permit. To make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 10. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of certain requirements of the CIMP and MS4 Permit, and to pay the COUNTY, the LACFCD, and the CITY OF LOS ANGELES for their proportional share of the estimated cost for the implementation, and project administration not exceeding the amounts as shown in Table 4b of Exhibit B, within sixty (60) days of receipt of the invoice from the COUNTY. The cost estimates presented in Exhibit B have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written agreement of the PARTIES.
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the COUNTY, the CITY OF LOS ANGELES, and their CONSULTANTS, that is deemed necessary by the PARTIES to implement certain requirements of the CIMP and MS4 Permit.

- c. Access. Each PARTY will allow reasonable access and entry by the PARTIES and their CONSULTANTS, on an as needed basis during the term of this MOU, to each PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the PARTIES and their CONSULTANTS shall obtain all necessary permits and provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure and monitoring equipment, or modifications to the monitoring sites, and subsequent access during monitoring events and maintenance, within each PARTY'S jurisdiction.
- e. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOU will be drafted with the concurrence of the MS4 Permittees, and with updated Tables 4a and 4b based on updated cost share formula contained in Table 3 of Exhibit B of this MOU.

#### Section 11. Indemnification

- a. Each PARTY 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 MOU; 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 MOU 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 12. Termination and Withdrawal

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the date of termination, tasks to be completed prior to termination, payment of invoices due at the time of termination, and equitable redistribution of remaining funds deposited, if there are any. In the event of termination, 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. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Any PARTY may withdraw from this MOU for any reason, in whole or part, by giving the other PARTIES and the REGIONAL BOARD thirty (30) days written notice thereof. A withdrawn PARTY shall remain wholly responsible for its share of the costs of Monitoring Services for the extent of the effective term of this MOU.
- c. The COUNTY shall notify in writing all PARTIES within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action.
- d. If a PARTY fails to comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

## Section 13. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, 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. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C within 30 days of such change. 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 C.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit C. The

designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.

- c. Relationship of the Parties. The PARTIES are, and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. 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 MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Sections 10(a), or withdraws pursuant to Section 12(b).
- f. Law to Govern. This MOU is governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.
- g. No Presumption in Drafting. The PARTIES to this Agreement agree that the general rule that an Agreement 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 MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- i. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- j. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- k. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one

and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

- I. Counsel Representation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 13(e).

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

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**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
GAIL FARBER, Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKMAN  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
GAIL FARBER, Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKMAN  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**CITY OF LOS ANGELES**

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

By: \_\_\_\_\_  
Kevin James, President  
Board of Public Works

ATTEST:

By: \_\_\_\_\_  
Holly L. Wolcott  
City Clerk

APPROVED AS TO FORM:

Michael N. Feuer  
City Attorney

By: \_\_\_\_\_  
Laurie Rittenberg  
Assistant City Attorney

**CITY OF CULVER CITY**

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

By: \_\_\_\_\_

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Charles Herbertson,  
Public Works Director

APPROVED AS TO FINANCING:

By \_\_\_\_\_  
Jeff Muir  
Chief Financial Officer

APPROVED AS TO FORM:

By \_\_\_\_\_  
Roland Miranda  
Deputy City Attorney

## **EXHIBIT A**

### **Scopes of Work Provisions**

Under this MOU, the County and the City of Los Angeles, through their CONSULTANTS when applicable, will perform the certain services as specified in the CIMP on behalf of all PARTIES. All PARTIES agree to the following:

1. One each of Wet-Weather Receiving Water and Outfall Toxicity Identification Evaluations (TIE), are included in the scopes of work; TIE for harbor sediment is included in the MdRH Toxics TMDL Stressor ID Special Study.
  2. The scopes of work includes follow up monitoring that may be required as the result of any exceedances of Table E-2 pollutants and municipal action levels.
  3. Preparation and submittal of the annual report for the MS4 Permit are included as required tasks in the scopes of work. The County and the City of Los Angeles, and their CONSULTANTS, will make available all data collected under this MOU and assist with the preparation of those sections of the annual report that are directly related to the scope of work.
  4. The scopes of work also include Adaptive Management and the preparation and submittal of the following optional tasks
    - a) Revised CIMPs
    - b) Adaptive Management
    - c) Report of Waste Discharge
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1. The Parties agreed that the Consultants will not be implementing the following CIMP requirements: new development/re-development effectiveness tracking, reporting of control measures, etc. Such requirements are the responsibility of individual agencies.
  2. Any unused tasks may be re-negotiated for other needed tasks.



**EXHIBIT B**  
Marina del Rey Watershed CIMP

**Table 1. Total MOU Costs**

<b>Deliverables</b>	<b>2016-17 Estimated Cost</b>	<b>2017-18 Estimated Cost<sup>2</sup></b>	<b>2018-19 Estimated Cost<sup>2</sup></b>	<b>3 Years Estimated Cost</b>
<b>Variable Costs<sup>1</sup></b>				
Permit Monitoring				
Receiving Water Monitoring	\$ 53,924.00	\$ 53,924.00	\$ 55,002.48	\$ 162,850.48
Stormwater Outfall Monitoring	\$ 39,642.50	\$ 39,642.50	\$ 40,435.35	\$ 119,720.35
<b>Permit Monitoring Subtotal</b>	<b>\$ 93,566.50</b>	<b>\$ 93,566.50</b>	<b>\$ 95,437.83</b>	<b>\$ 282,570.83</b>
TMDL Monitoring				
Toxics TMDL	\$ 488,443.83	\$ 466,052.17	\$ 475,373.21	\$ 1,429,869.21
Stressor ID & Other Special Studies <sup>3</sup>	\$ 520,000.00	---	---	\$ 520,000.00
Bacteria TMDL <sup>4</sup>	\$ 262,600.00	\$ 135,252.00	\$ 137,957.04	\$ 535,809.04
<b>TMDLs Monitoring Subtotal</b>	<b>\$ 1,271,043.83</b>	<b>\$ 601,304.17</b>	<b>\$ 613,330.25</b>	<b>\$ 2,485,678.25</b>
Maintenance & Repair (M&R)	\$ 83,926.80	\$ 53,000.00	\$ 54,059.00	\$ 190,985.80
Data Management, Meetings, Reports & Evaluations	\$ 182,598.50	\$ 208,141.50	\$ 116,194.33	\$ 506,934.33
<b>M&amp;R, Data, Meetings, Reports &amp;     Evaluations Subtotal</b>	<b>\$ 266,525.30</b>	<b>\$ 261,141.50</b>	<b>\$ 170,253.33</b>	<b>\$ 697,920.13</b>
<b>Subtotal</b>	<b>\$ 1,631,135.63</b>	<b>\$ 956,012.17</b>	<b>\$ 879,021.41</b>	<b>\$ 3,466,169.21</b>
Project Administration (5%)	\$ 81,556.78	\$ 47,800.61	\$ 43,951.07	\$ 173,308.46
<b>Annual Cost</b>	<b>\$ 1,712,692.42</b>	<b>\$ 1,003,812.78</b>	<b>\$ 922,972.48</b>	<b>\$ 3,639,477.67</b>
Contingency (10%)				<b>\$ 363,947.77</b>
<b>Total MOU Cost (3 Years)</b>				<b>\$ 4,003,425.44</b>

1 – Variable costs are subject to reconciliation if actual expenditures are less than estimated.

2 – Estimated cost partly based on 2016-17 costs plus 2% annual inflationary increase

3 – LACFCD will implement the Toxics TMDL Stressor Identification Special Study on behalf of the group

4 – City of LA will implement the Bacteria TMDL monitoring on behalf of the group; cost in 2016-17 estimated cost includes cost for 2015-16 and 2016-17.

**Table 2. Monitoring Services Cost with LACFCD Contribution<sup>1</sup>**

<b>Item</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>Total</b>
<b>Permit Monitoring</b>				
Subtotal	\$ 93,566.50	\$ 93,566.50	\$ 95,437.83	\$ 282,570.83
LACFCD Contribution (5%)	\$ 4,678.33	\$ 4,678.33	\$ 4,771.89	\$ 14,128.54
<b>Remaining Cost<sup>2</sup></b>	<b>\$ 88,888.18</b>	<b>\$ 88,888.18</b>	<b>\$ 90,665.94</b>	<b>\$ 268,442.29</b>
<b>Toxics TMDL Monitoring</b>				
Subtotal	\$ 1,008,443.83	\$ 466,052.17	\$ 475,373.21	\$ 1,949,869.21
LACFCD Contribution (5%)	\$ 50,422.19	\$ 23,302.61	\$ 23,768.66	\$ 97,493.46
<b>Remaining Cost<sup>2</sup></b>	<b>\$ 958,021.64</b>	<b>\$ 442,749.56</b>	<b>\$ 451,604.55</b>	<b>\$ 1,852,375.75</b>
<b>Bacteria TMDL Monitoring</b>				
Subtotal	\$ 262,600.00	\$ 135,252.00	\$ 137,957.04	\$ 535,809.04
LACFCD Contribution (5%) <sup>2</sup>	\$ 6,565.00	\$ 6,762.60	\$ 6,897.85	\$ 20,225.45
<b>Remaining Cost<sup>3</sup></b>	<b>\$ 256,035.00</b>	<b>\$ 128,489.40</b>	<b>\$ 131,059.19</b>	<b>\$ 515,583.59</b>
<b>M&amp;R, Data Management, Meetings, Reports, &amp; Evaluations</b>				
Subtotal	\$ 266,525.30	\$ 261,141.50	\$ 170,253.33	\$ 697,920.13
LACFCD Contribution (5%)	\$ 13,326.27	\$ 13,057.08	\$ 8,512.67	\$ 34,896.01
<b>Remaining Cost<sup>3</sup></b>	<b>\$ 253,199.04</b>	<b>\$ 248,084.43</b>	<b>\$ 161,740.66</b>	<b>\$ 663,024.12</b>
<b>Total Remaining Cost</b>	<b>\$ 1,556,143.85</b>	<b>\$ 908,211.56</b>	<b>\$ 835,070.34</b>	<b>\$ 3,299,425.75</b>
<b>MOU Cost</b>				
Subtotal	\$ 1,631,135.63	\$ 956,012.17	\$ 879,021.41	\$ 3,466,169.21
LACFCD Contribution (5%)	\$ 81,556.78	\$ 47,800.61	\$ 43,951.07	\$ 173,308.46
<b>Total Remaining Cost<sup>3</sup></b>	<b>\$ 1,549,578.85</b>	<b>\$ 908,211.56</b>	<b>\$ 835,070.34</b>	<b>\$ 3,292,860.75</b>

1 – Cost does not include 5 percent administration or 10 percent contingency.

2 – LACFCD contributes starting 2016-17 as part of the CIMP.

3 – Remaining cost to be cost shared between County, and the Cities of Los Angeles and Culver City.

**Table 3. Cost Allocation Formula for 3 Years**

<b>Party</b>	<b>Acres</b>	<b>Percent of Area</b>	<b>Allocated Cost</b>	<b>Project Admin. (5 percent)</b>	<b>Allocated Cost w/ Admin.</b>	<b>Cost w/ Admin. &amp; Contingency</b>
<b>Permit Monitoring</b>						
County of Los Angeles	396	28	\$ 75,163.84	\$ 3,758.19	\$ 78,922.03	\$ 86,814.23
City of Los Angeles	971	69	\$ 185,225.18	\$ 9,261.26	\$ 194,486.44	\$ 213,935.08
City of Culver City	42	3	\$ 8,053.27	\$ 402.66	\$ 8,455.93	\$ 9,301.53
LACFCD (5%)	N/A	N/A	\$ 14,128.54	\$ 706.43	\$ 14,834.97	\$ 16,318.47
<b>Subtotal</b>	<b>1,409</b>	<b>100</b>	<b>\$ 282,570.83</b>	<b>\$ 14,128.54</b>	<b>\$ 296,699.37</b>	<b>\$ 326,369.31</b>
<b>Toxics TMDL Monitoring</b>						
County of Los Angeles	765	51	\$ 944,711.63	\$ 47,235.58	\$ 991,947.21	\$ 1,091,141.93
City of Los Angeles	700	46	\$ 852,092.84	\$ 42,604.64	\$ 894,697.49	\$ 984,167.23
City of Culver City	42	3	\$ 55,571.27	\$ 2,778.56	\$ 58,349.84	\$ 64,184.82
LACFCD (5%)	N/A	N/A	\$ 97,493.46	\$ 4,874.67	\$ 102,368.13	\$ 112,604.95
<b>Subtotal</b>	<b>1,508</b>	<b>100</b>	<b>\$1,949,869.21</b>	<b>\$ 97,493.46</b>	<b>\$2,047,362.67</b>	<b>\$ 2,252,098.93</b>
<b>Bacteria TMDL Monitoring</b>						
County of Los Angeles	816	44	\$ 226,856.78	\$ 11,342.84	\$ 238,199.62	\$ 262,019.58
City of Los Angeles	983	54	\$ 278,415.14	\$ 13,920.76	\$ 292,335.89	\$ 321,569.48
City of Culver City	37	2	\$ 10,311.67	\$ 515.58	\$ 10,827.26	\$ 11,909.98
LACFCD (5%)	N/A	N/A	\$ 20,225.45	\$ 1,011.27	\$ 21,236.72	\$ 23,360.40
<b>Subtotal</b>	<b>1,836</b>	<b>100</b>	<b>\$ 535,809.04</b>	<b>\$ 26,790.45</b>	<b>\$ 562,599.49</b>	<b>\$ 618,859.44</b>
<b>Maintenance &amp; Repair, Data Management, Meetings, Reports &amp; Evaluations</b>						
County of Los Angeles	816	44	\$ 291,730.61	\$ 14,586.53	\$ 306,317.15	\$ 336,948.86
City of Los Angeles	983	54	\$ 358,033.03	\$ 17,901.65	\$ 375,934.68	\$ 413,528.15
City of Culver City	37	2	\$ 13,260.48	\$ 663.02	\$ 13,923.51	\$ 15,315.86
LACFCD (5%)	N/A	N/A	\$ 34,896.01	\$ 1,744.80	\$ 36,640.81	\$ 40,304.89
<b>Subtotal</b>	<b>1,836</b>	<b>100</b>	<b>\$ 697,920.13</b>	<b>\$ 34,896.01</b>	<b>\$ 732,816.14</b>	<b>\$ 806,097.75</b>
<b>MOU Cost</b>						
County of Los Angeles			\$1,538,462.86	\$ 76,923.14	\$1,615,386.00	\$ 1,776,924.60
City of Los Angeles			\$1,673,766.19	\$ 83,688.31	\$1,757,454.50	\$ 1,933,199.95
City of Culver City			\$ 87,196.70	\$ 4,359.83	\$ 91,556.53	\$ 100,712.19
LACFCD (5%)			\$ 166,743.46	\$ 8,337.17	\$ 175,080.63	\$ 192,588.69
<b>Subtotal</b>			<b>\$3,466,169.21</b>	<b>\$ 173,308.46</b>	<b>\$3,639,477.67</b>	<b>\$ 4,003,425.43</b>

**Table 4a. Cost Allocation w/o Credit to City of LA<sup>1</sup>**

Party	2016-17	2017-18	2018-19	3-Year Total	Contingency <sup>3</sup>
	Invoice	Invoice	Invoice		
LACFCD	\$ 78,741.37	\$ 50,190.64	\$ 46,148.62	\$ 175,080.63	\$ 17,508.06
County	\$ 774,419.84	\$ 437,202.62	\$ 403,763.55	\$ 1,615,386.01	\$ 161,538.60
City of Los Angeles <sup>2</sup>	\$ 815,859.63	\$ 491,764.88	\$ 449,829.99	\$ 1,757,454.50	\$ 175,745.45
City of Culver City	\$ 43,671.57	\$ 24,654.64	\$ 23,230.32	\$ 91,556.53	\$ 9,155.65
<b>Total</b>	<b>\$ 1,712,692.41</b>	<b>\$ 1,003,812.78</b>	<b>\$ 922,972.48</b>	<b>\$ 3,639,477.67</b>	<b>\$ 363,947.77</b>

1 – Includes 5% project administration.

2 – City of LA will implement the Bacteria TMDL monitoring requirements.

3 – Contingency is 10% of the 3-year total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed in writing by all PARTIES.

**Table 4b. County Invoicing Schedule w/ Credit to City of LA<sup>1,2</sup>**

Party	2016-17	2017-18	2018-19	3-Year Total	Contingency <sup>3</sup>
	Invoice	Invoice	Invoice		
LACFCD	\$ 78,741.37	\$ 50,190.64	\$ 46,148.62	\$ 175,080.63	\$ 17,508.06
County	\$ 774,419.84	\$ 437,202.61	\$ 403,763.55	\$ 1,615,386.00	\$ 161,538.60
City of Los Angeles <sup>5</sup>	\$ 540,129.63	\$ 349,750.28	\$ 304,975.10	\$ 1,194,855.01	\$ 119,485.50
<i>Credit<sup>4</sup></i>	\$ 275,730.00	\$ 142,014.60	\$ 144,854.89	\$ 562,599.49	\$ 56,259.95
City of Culver City	\$ 43,671.57	\$ 24,654.64	\$ 23,230.32	\$ 91,556.53	\$ 9,155.65
<b>Total</b>	<b>\$ 1,436,962.41</b>	<b>\$ 861,798.17</b>	<b>\$ 778,117.59</b>	<b>\$ 3,076,878.17</b>	<b>\$ 307,687.82</b>

1 – Includes 5% project administration.

2 – City of LA will implement the Bacteria TMDL monitoring requirements. Annual cost plus 5% admin. LACFCD 5% share. Remaining cost shared as follows: City of LA 53%, with remainder 47% to be paid by County, Culver City, and Caltrans.

3 – Contingency is 10% of the 3-year total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed in writing by all PARTIES.

4 – Amount of credit applied to City of LA's invoice, to be subtracted from the City of LA's cost-share amount shown in Table 4a.

5 – City of LA invoice amount reflecting credit.

**Table 4c. County Reimbursement to LACFCD – Stressor Identification<sup>1</sup>**

Party	Cost	Cost w/ 5% Project Admin.	Reimburse to LACFCD
LACFCD	\$ 26,000.00	\$ 27,300.00	N/A
County	\$ 251,940.00	\$ 264,537.00	\$ 264,537.00
City of Los Angeles	\$ 227,240.00	\$ 238,602.00	\$ 238,602.00
City of Culver City	\$ 14,820.00	\$ 15,561.00	\$ 15,561.00
<b>Total</b>	<b>\$ 520,000.00</b>	<b>\$ 546,000.00</b>	<b>\$ 518,700.00</b>

1 – LACFCD will implement the MdrH Toxics TMDL Stressor Identification Special Study. County will invoice the Cities for their cost-share, including project administration, and reimburse the LACFCD.

## EXHIBIT C

### Marina del Rey Watershed EWMP Responsible Agencies Representatives

1. County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Paul Alva  
E-mail: PALVA@dpw.lacounty.gov  
Phone: (626) 458-4325  
Fax: (626) 457-1526
2. Los Angeles County Flood Control District  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Angela George  
E-mail: AGEORGE@dpw.lacounty.gov  
Phone: (626) 458-4300  
Fax: (626) 457-1526
3. City of Los Angeles  
Watershed Protection Division  
1149 South Broadway.  
Los Angeles, CA 90015  
Mail Stop: 1149-756  
Hubertus Cox, PhD, P.E., TMDL Implementation Section  
Hubertus.Cox@lacity.org  
Phone No.: (213) 485-3984  
Fax: (213) 485-3939
4. City of Culver City  
9770 Culver Blvd., 2nd Floor  
Culver City, CA 90232-0507  
Charles D. Herbertson, Director of Public Works/City Engineer  
charles.herbertson@culvercity.org  
Phone No.: (310) 253-5630  
Fax: (310) 253-5626