

MEMORANDUM OF AGREEMENT

**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 Agreement (MOA), is made and entered as of the date of the last signature set forth below by and among 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 COUNTY, the LACFCD, 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 (MdR) Watershed Management Area; and

WHEREAS, the PARTIES entered into a 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 CIMP was revised and submitted to the REGIONAL BOARD by the PARTIES on January 10, 2018, and was approved by the REGIONAL BOARD on February 6, 2019; 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 MOA, 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 agree that any unused funds from CIMP implementation may be reimbursed through credits towards future invoices and CIMP implementation agreements; and

WHEREAS, the COUNTY will act on behalf of the PARTIES to implement certain MS4 Permit and Marina Del Rey Harbor (MdrH) Toxic Pollutants Total Maximum Daily Load (Toxics TMDL) monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit; and

WHEREAS, the CITY of LOS ANGELES will act on behalf of the PARTIES to implement the MdrBacteria Total Maximum Daily Load (MdrBacteria 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 MOA, 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 MOA.

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 incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA 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 MOA.

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

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY, and shall remain in effect until (1) COUNTY has provided the PARTIES with an accounting as set forth in Section 7(g) and the PARTIES have paid all outstanding invoices, or (2) December 31, 2024, whichever comes first.

Section 6. Cost-Sharing.

- a. 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 A; based on the cost allocation formula contained in Table 3 of Exhibit A of this MOA.
- b. The PARTIES have agreed that the total cost for implementing certain requirements of the CIMP and MS4 Permit shall not exceed \$5,474,098.95 for five years, which includes a five percent (5%) program administration cost, a 2 percent (2%) annual inflationary increase, and a ten percent (10%) contingency.
- c. Continuation of Monitoring. The PARTIES agree that substantiated costs incurred by the COUNTY and the CITY OF LOS ANGELES for implementing certain requirements of the CIMP and MS4 Permit until MOA execution shall be cost-shared by the PARTIES.

Section 7. 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, 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 A. COUNTY will comply with all procurement requirements applicable to said selection.
- b. 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.
- c. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 4b of Exhibit A. 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 (b). 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 MOA 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.

- d. 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.
- e. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit A, 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 MOA.
- f. 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. 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.
- g. Termination or Expiration. To provide an accounting within 90 days of the termination or expiration of this MOA, and to return any unused funds deposited with the COUNTY within 180 days of said termination or expiration, in accordance with the cost allocation formulas set forth in Exhibit A Table 3. 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 8. The LACFCD agrees:

- a. Access to LACFCD Facilities. To grant access to the PARTIES and their CONSULTANTS to LACFCD FACILITIES, to achieve the purposes of this MOA, provided the PARTIES and their CONSULTANTS obtain a LACFCD permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.

- b. 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 A, and credited by COUNTY as described in Table 4b of Exhibit A. CITY OF LOS ANGELES will comply with all applicable procurement requirements.
- b. 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 A. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- c. 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.
- d. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit A 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 A. 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 MOA.
- e. 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.

- f. Termination or Expiration. To provide an accounting within 90 days of the termination or expiration of this MOA, and to return any unused funds paid/credited to the CITY OF LOS ANGELES within 180 days of said termination or expiration, in accordance with the cost allocation formulas set forth in Exhibit A Table 3. 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 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 A 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 MOA 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 MOA, to each PARTY'S FACILITIES to achieve the purposes of this MOA, 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 MOA

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 A of this MOA.

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, and in relative proportion to, its own negligence or willful misconduct under this MOA; provided, however, that no PARTY shall indemnify another PARTY for said other PARTY'S own negligence or willful misconduct.
- b. If any of PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the implementation of the CIMP, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY's pro rata share and provided further that no PARTY may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- c. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in CIMP MOA.
- d. To the maximum extent permitted by law, the COUNTY shall require the CONSULTANTS retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the CONSULTANT's performance of its agreement with the COUNTY. In addition, the COUNTY shall require the CONSULTANTS to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANT's work. These requirements will also apply to any subcontractors hired by the CONSULTANTS.

Section 12. Termination and Withdrawal:

- a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA 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. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, then that PARTY shall forfeit its rights to 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. The COUNTY shall notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOA. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOA must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this MOA for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the implementation cost through the end of the current monitoring year (July 1 through June 30), including costs for reporting of data and results. The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOA, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 13. 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 B 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 B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA 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 MOA 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 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; 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. 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(d).
- f. Law to Govern. This MOA 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 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 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 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 one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- l. Counsel Representation. All PARTIES 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 shall be rectified by amending this MOA as described in Section 13(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA 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 _____
MARK PESTRELLA, Director of Public
Works

Date

APPROVED AS TO FORM:

LAURA JACOBSEN
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
MARK PESTRELLA, Chief Engineer

Date

APPROVED AS TO FORM:

LAURA JACOBSEN
County Counsel

By _____
Deputy

Date

CITY OF LOS ANGELES

Date: _____

By: _____
Kevin James, President
Board of Public Works

Date: _____

By: _____
Enrique C. Zaldivar, General Manager
LA Sanitation and Environment

ATTEST:

By:

Holly L. Wolcott
City Clerk

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: _____
Adena Hopenstand
Deputy City Attorney

CITY OF CULVER CITY

Date: _____

By: _____

John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By _____

Charles Herbertson, P.E., L.S.
Public Works Director/City Engineer

APPROVED AS TO FINANCING:

By _____

Onyx Jones
Chief Financial Officer

APPROVED AS TO FORM:

By _____

Carol Schwab
City Attorney

EXHIBIT A
Marina del Rey Watershed CIMP

Table 1. Total MOA Costs

Deliverables	2019-20 Estimated Cost	2020-21 Estimated Cost	2021-22 Estimated Cost	2022-23 Estimated Cost	2023-24 Estimated Cost²	5 Years Estimated Cost
Permit Monitoring						
Receiving Water Monitoring	\$ 101,363.63	\$ 93,778.78	\$ 84,355.22	\$ 86,836.70	\$ 89,411.67	\$ 455,746.00
Stormwater Outfall Monitoring	\$ 44,570.18	\$ 45,942.30	\$ 47,111.12	\$ 48,346.82	\$ 49,650.98	\$ 235,621.40
Permit Monitoring Subtotal	\$ 145,933.81	\$ 139,721.08	\$ 131,466.34	\$ 135,183.52	\$ 139,062.65	\$ 691,367.40
TMDL Monitoring						
Toxics TMDL	\$ 432,267.34	\$ 438,298.60	\$ 452,062.99	\$ 458,454.93	\$ 464,772.10	\$ 2,245,855.96
Bacteria TMDL ³	\$ 138,948.00	\$ 141,726.96	\$ 144,561.50	\$ 147,452.73	\$ 150,401.78	\$ 723,090.97
TMDLs Monitoring Subtotal	\$ 571,215.34	\$ 580,025.56	\$ 596,624.49	\$ 605,907.66	\$ 615,173.88	\$ 2,968,946.93
Maintenance & Repair (M&R)	\$ 30,193.00	\$ 30,193.00	\$ 86,325.24	\$ 86,843.17	\$ 87,367.30	\$ 320,921.71
Data Management, Meetings, Reports & Evaluations	\$ 126,222.00	\$ 188,907.00	\$ 128,323.00	\$ 183,972.61	\$ 130,818.96	\$ 758,243.57
M&R, Data, Meetings, Reports & Evaluations Subtotal	\$ 156,415.00	\$ 219,100.00	\$ 214,648.24	\$ 270,815.78	\$ 218,186.26	\$ 1,079,165.28
Subtotal	\$ 873,564.15	\$ 938,846.64	\$ 942,739.07	\$ 1,011,906.96	\$ 972,422.79	\$ 4,739,479.61
Project Administration (5%)	\$ 43,678.21	\$ 46,942.33	\$ 47,136.95	\$ 50,595.35	\$ 48,621.13	\$ 236,973.98
Annual Cost	\$ 917,242.36	\$ 985,788.97	\$ 989,876.02	\$ 1,062,502.31	\$ 1,021,043.92	\$ 4,976,453.59
Contingency (10%)						\$ 497,645.36
Total MOA Cost (5 Years)						\$ 5,474,098.95

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

2 – Estimated cost partly based on 2022-23 costs plus inflationary increase

3 – City of LA will implement the Bacteria TMDL monitoring on behalf of the group; costs from 2020-2024 based on 2019-2020 costs plus inflationary increase.

Table 2. Monitoring Services Cost with LACFCD Contribution¹

Item	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Permit Monitoring						
Subtotal	\$ 145,933.81	\$ 139,721.08	\$ 131,466.34	\$ 135,183.52	\$ 139,062.65	\$ 691,367.40
LACFCD Contribution (5%)	\$ 7,296.69	\$ 6,986.05	\$ 6,573.32	\$ 6,759.18	\$ 6,953.13	\$ 34,568.37
Remaining Cost²	\$ 138,637.12	\$ 132,735.03	\$ 124,893.02	\$ 128,424.34	\$ 132,109.52	\$ 656,799.03
Toxics TMDL Monitoring						
Subtotal	\$ 432,267.34	\$ 438,298.60	\$ 452,062.99	\$ 458,454.93	\$ 464,772.10	\$ 2,245,855.96
LACFCD Contribution (5%)	\$ 21,613.37	\$ 21,914.93	\$ 22,603.15	\$ 22,922.75	\$ 23,238.61	\$ 112,292.80
Remaining Cost²	\$ 410,653.97	\$ 416,383.67	\$ 429,459.84	\$ 435,532.18	\$ 441,533.50	\$ 2,133,563.16
Bacteria TMDL Monitoring						
Subtotal	\$ 138,948.00	\$ 141,726.96	\$ 144,561.50	\$ 147,452.73	\$ 150,401.78	\$ 723,090.97
LACFCD Contribution (5%)	\$ 6,947.40	\$ 7,086.35	\$ 7,228.07	\$ 7,372.64	\$ 7,520.09	\$ 36,154.55
Remaining Cost²	\$ 132,000.60	\$ 134,640.61	\$ 137,333.42	\$ 140,080.09	\$ 142,881.69	\$ 686,936.42
M&R, Data Management, Meetings, Reports, & Evaluations						
Subtotal	\$ 156,415.00	\$ 219,100.00	\$ 214,648.24	\$ 270,815.78	\$ 218,186.26	\$ 1,079,165.28
LACFCD Contribution (5%)	\$ 7,820.75	\$ 10,955.00	\$ 10,732.41	\$ 13,540.79	\$ 10,909.31	\$ 53,958.26
Remaining Cost²	\$ 148,594.25	\$ 208,145.00	\$ 203,915.83	\$ 257,247.99	\$ 207,276.95	\$ 1,025,207.02
Total Remaining Cost	\$ 829,885.94	\$ 891,904.31	\$ 895,602.12	\$ 961,311.61	\$ 923,801.65	\$ 4,502,505.63
MOA Cost						
Subtotal	\$ 873,564.15	\$ 938,846.64	\$ 942,739.07	\$ 1,011,906.96	\$ 972,422.79	\$ 4,739,479.61
LACFCD Contribution (5%)	\$ 43,678.21	\$ 46,942.33	\$ 47,136.95	\$ 50,595.35	\$ 48,621.14	\$ 236,973.98
Total Remaining Cost²	\$ 829,885.94	\$ 891,904.31	\$ 895,602.12	\$ 961,311.61	\$ 923,801.65	\$ 4,502,505.63

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

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

Table 3. Cost Allocation Formula for 5 Years

Party	Acres	Percent of Area	Allocated Cost	Project Admin. (5 percent)	Allocated Cost w/ Admin.	Cost w/ Admin. & Contingency
Permit Monitoring						
County of Los Angeles	396	28	\$ 183,903.73	\$ 9,195.19	\$ 193,098.91	\$ 212,408.80
City of Los Angeles	971	69	\$ 453,191.33	\$ 22,659.57	\$ 475,850.90	\$ 523,435.99
City of Culver City	42	3	\$ 19,703.97	\$ 985.20	\$ 20,689.17	\$ 22,758.09
LACFCD (5%)	N/A	N/A	\$ 34,568.37	\$ 1,728.42	\$ 36,296.79	\$ 39,926.47
Subtotal	1,409	100	\$ 691,367.40	\$ 34,568.37	\$ 725,935.77	\$ 798,529.35
Toxics TMDL Monitoring						
County of Los Angeles	765	51	\$1,088,117.21	\$ 54,405.86	\$1,142,523.07	\$ 1,256,775.38
City of Los Angeles	700	46	\$ 981,439.05	\$ 49,071.95	\$1,030,511.01	\$ 1,133,562.11
City of Culver City	42	3	\$ 64,006.89	\$ 3,200.34	\$ 67,207.24	\$ 73,927.97
LACFCD (5%)	N/A	N/A	\$ 112,292.80	\$ 5,614.64	\$ 117,907.44	\$ 129,698.18
Subtotal	1,508	100	\$2,245,855.96	\$ 112,292.80	\$2,358,148.76	\$ 2,593,963.63
Bacteria TMDL Monitoring						
County of Los Angeles	816	44	\$ 302,252.03	\$ 15,112.60	\$ 317,364.63	\$ 349,101.09
City of Los Angeles	983	54	\$ 370,945.67	\$ 18,547.28	\$ 389,492.95	\$ 428,442.25
City of Culver City	37	2	\$ 13,738.73	\$ 686.94	\$ 14,425.66	\$ 15,868.23
LACFCD (5%)	N/A	N/A	\$ 36,154.55	\$ 1,807.73	\$ 37,962.28	\$ 41,758.50
Subtotal	1,836	100	\$ 723,090.97	\$ 36,154.55	\$ 759,245.52	\$ 835,170.07
Maintenance & Repair, Data Management, Meetings, Reports & Evaluations						
County of Los Angeles	816	44	\$ 451,091.09	\$ 22,554.55	\$ 473,645.64	\$ 521,010.21
City of Los Angeles	983	54	\$ 553,611.79	\$ 27,680.59	\$ 581,292.38	\$ 639,421.62
City of Culver City	37	2	\$ 20,504.14	\$ 1,025.21	\$ 21,529.35	\$ 23,682.28
LACFCD (5%)	N/A	N/A	\$ 53,958.26	\$ 2,697.91	\$ 56,656.18	\$ 62,321.79
Subtotal	1,836	100	\$1,079,165.28	\$ 53,958.26	\$1,133,123.54	\$ 1,246,435.90
MOA Cost						
County of Los Angeles			\$2,025,364.05	\$ 101,268.20	\$2,126,632.25	\$ 2,339,295.48
City of Los Angeles			\$2,359,187.84	\$ 117,959.39	\$2,477,147.23	\$ 2,724,861.96
City of Culver City			\$ 117,953.73	\$ 5,897.69	\$ 123,851.42	\$ 136,236.57
LACFCD (5%)			\$ 236,973.98	\$ 11,848.70	\$ 248,822.68	\$ 273,704.95
Subtotal			\$4,739,479.61	\$ 236,973.98	\$4,976,453.59	\$ 5,474,098.95

Table 4a. Cost Allocation w/o Credit to City of LA¹

Party	2019-20	2020-21	2021-22	2022-23	2023-24	5-Year Total	Contingency ³
	Invoice	Invoice	Invoice	Invoice	Invoice		
LACFCD	\$ 45,862.12	\$ 49,289.45	\$ 49,493.80	\$ 53,125.12	\$ 51,052.20	\$ 248,822.68	\$ 24,882.27
County	\$ 390,299.34	\$ 420,364.51	\$ 424,351.45	\$ 454,562.29	\$ 437,054.68	\$ 2,126,632.26	\$ 212,663.23
City of Los Angeles ²	\$ 457,885.74	\$ 491,639.28	\$ 491,402.43	\$ 528,705.81	\$ 507,513.98	\$ 2,477,147.24	\$ 247,714.72
City of Culver City	\$ 23,195.16	\$ 24,495.74	\$ 24,628.35	\$ 26,109.09	\$ 25,423.09	\$ 123,851.42	\$ 12,385.14
Total	\$ 917,242.36	\$ 985,788.97	\$ 989,876.03	\$ 1,062,502.31	\$ 1,021,043.94	\$ 4,976,453.60	\$ 497,645.36

1 – Includes 5% project administration.

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

3 – Contingency is 10% of the 5-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^{1,2}

Party	2019-20	2020-21	2021-22	2022-23	2023-24	5-Year Total	Contingency ³
	Invoice	Invoice	Invoice	Invoice	Invoice		
LACFCD	\$ 45,862.12	\$ 49,289.45	\$ 49,493.80	\$ 53,125.12	\$ 51,052.20	\$ 248,822.68	\$ 24,882.27
County	\$ 390,299.34	\$ 420,364.51	\$ 424,351.45	\$ 454,562.29	\$ 437,054.68	\$ 2,126,632.26	\$ 212,663.23
City of Los Angeles ⁵	\$ 311,990.34	\$ 342,825.97	\$ 339,612.85	\$ 373,880.45	\$ 349,592.10	\$ 1,717,901.72	\$ 171,790.17
<i>Credit⁴</i>	\$ 145,895.40	\$ 148,813.31	\$ 151,789.57	\$ 154,825.37	\$ 157,921.87	\$ 759,245.52	75,924.55
City of Culver City	\$ 23,195.16	\$ 24,495.74	\$ 24,628.35	\$ 26,109.09	\$ 25,423.09	\$ 123,851.42	\$ 12,385.14
Total	\$ 771,346.96	\$ 836,975.66	\$ 838,086.45	\$ 907,676.94	\$ 863,122.06	\$ 4,217,208.08	\$ 421,720.81

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 54%, with remainder 46% to be paid by County and Culver City.

3 – Contingency is 10% of the 5-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.

EXHIBIT B

Marina del Rey Watershed EWMP Responsible Agencies Representatives

1. County of Los Angeles
Los Angeles County Public Works
Stormwater Quality Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Mark Lombos
E-mail: MLOMBOS@dpw.lacounty.gov
Phone: (626) 458-7143
Fax: (626) 457-1526
2. Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Quality Division, 11th 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
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, P.E., L.S., Director of Public Works/City Engineer
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