MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWNDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

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 SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

<u>RECITALS</u>

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 (NPDES) MS4 Permit Order 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 LACFCD, the COUNTY, and 84 of the 88 cities within Los Angeles 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 LACFCD, the COUNTY, 85 cities within the coastal watersheds of Los Angeles County, 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 MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and LACFCD and the COUNTY formed the Dominguez Channel Watershed Management Group (DC WMG) to collaborate on the CIMP and the WMP in accordance with the MS4 Permit, and the CITY serves as the DC WMG Lead Agency; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA; and

WHEREAS, the PARTIES desire to collaborate on the development of a WMP and CIMP in accordance with the MS4 Permit for a portion of the Dominguez Channel 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 WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board by the PARTIES on June 29, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 18, 2016, and was approved by the Regional Board on July 1, 2016; and

WHEREAS, a revised CIMP was submitted to the Regional Board by the PARTIES on March 11, 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

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the cost of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this 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. <u>Recitals</u>. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. <u>Purpose</u>. 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. <u>Cooperation</u>. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

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

Section 5. <u>Term</u>. 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. <u>Commitment</u>. 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 2-2D(i) of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B 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. <u>Monitoring Services</u>. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. <u>WMP-Related Tasks</u>. The CITY and the SBCCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. <u>Reporting</u>. 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. <u>Contract Administration</u>. The SBCCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. <u>Communication</u>. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SBCCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the DC WMG Lead Agency. Written notice will be provided to the PARTIES should contact information from the SBCCOG and/or the DC WMG Lead Agency change.
- f. <u>Contracting</u>. 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 SBCCOG 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 PARTY's proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. <u>Invoicing and Payment</u>

a. <u>Invoicing</u>. The SBCCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SBCCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 1 of 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. The CITY will invoice the SBCCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SBCCOG an

accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.

- b. <u>Annual Payment</u>. Each PARTY, excluding the CITY, shall pay the SBCCOG for their invoice within sixty (60) days of receipt of the invoice from the SBCCOG.
- c. <u>Late Payment Penalty</u>. Any payment that is not received within sixty (60) days following receipt of the invoice from SBCCOG 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. <u>Delinquent Payments</u>. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SBCCOG shall result in the SBCCOG 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. <u>Contingency</u>. 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 Table 1 of Exhibit B. Contingency funds will be held by SBCCOG 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. <u>Monitoring Services Contingency</u>. 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) to the SBCCOG 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. <u>WMP-Related Tasks Contingency</u>. 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 DC WMG shall discuss the proposed activity and the DC 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 SBCCOG 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, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. <u>Shifting of Funds</u>. 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). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SBCCOG before shifting these funds.
- g. <u>Contract Management Fee</u>. The SBCCOG will receive a Contract Management Fee of \$50,000 per year for administration of this MOA by the SBCCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. <u>Reconciliation of this MOA</u>. At the end of the MOA, the SBCCOG 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 SBCCOG 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 SBCCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

a. <u>Documentation</u>. 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. <u>Consensus</u>. The PARTIES agree that consensus in the DC WMG will be determined by a majority (50%) voting of the DC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an e-mail vote of DC WMG members. Any PARTY that does not respond to a vote within five (5) business days shall be considered to support the majority consensus.
- d. <u>Participation</u>. Each PARTY shall designate an individual to provide representation at the DC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the DC WMG meetings and, if necessary, responds to e-mail communication.
- e. <u>Additional Activities</u>. 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 DC WMG, led by the DC WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The DC 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 SBCCOG 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. <u>Indemnification</u>. 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. <u>Termination</u>

- a. <u>Noticing</u>. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SBCCOG 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. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.
- b. <u>Default</u>. 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. <u>Equipment Ownership</u>. 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. <u>General Provisions</u>

- a. <u>Notices</u>. 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. <u>Administration</u>. For the purposes of this MOA, the PARTIES and SBCCOG 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 or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. <u>Relationship of the Parties</u>. 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. <u>Amendment</u>. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all nondelinquent PARTIES and the SBCCOG. 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. <u>Law to Govern</u>. 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. <u>No Presumption in Drafting</u>. 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. <u>Severability</u>. 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. <u>Entire Agreement</u>. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. <u>Waiver</u>. 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. <u>Counterparts</u>. 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:

COUNTY OF LOS ANGELES

Ву _

Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Dawyn R. Harrison County Counsel

Ву

Deputy

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella, Chief Engineer

Date

APPROVED AS TO FORM:

Dawyn R. Harrison County Counsel

By

Deputy

CITY OF CARSON

By

David C. Roberts City Manager

Date

ATTEST:

Ву

Dr. Khaleah K. Bradshaw City Clerk

APPROVED AS TO FORM:

Ву

City Attorney

CITY OF EL SEGUNDO

By

Darrell George City Manager ____

Date

ATTEST:

By

Tracy Weaver City Clerk

APPROVED AS TO FORM:

By

Mark D. Hensley City Attorney

CITY OF LAWNDALE

By

Sean M. Moore City Manager Date

ATTEST:

By

Erica Harbison City Clerk

APPROVED AS TO FORM:

By

Gregory Murphy City Attorney

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

CITY OF HAWTHORNE

By

Vontray Norris City Manager

Date

ATTEST:

Bу

Dayna Williams-Hunter City Clerk

APPROVED AS TO FORM:

By

Robert Kim City Attorney

CITY OF INGLEWOOD

By _

James T. Butts, Jr. Mayor

ATTEST:

By _

Aisha L. Thompson City Clerk

APPROVED AS TO FORM:

By

Kenneth R. Campos City Attorney

Date

CITY OF LOMITA

By _

Barry M. Waite Mayor

Date

ATTEST:

By

Kathleen Horn-Gregory City Clerk

APPROVED AS TO FORM:

By

Trevor Rusin City Attorney

South Bay Cities Council of Governments

Date:	By:	

ATTEST:

Ву: _____

APPROVED AS TO FORM:

Ву: _____

Counsel for the SBCCOG

EXHIBIT A MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the DC 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 DC 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
- Urban Lakes 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 set by 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 Parties' efforts in complying with the MS4 Permit. The DC WMG is required to complete the following activities as part of the DC 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
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SBCCOG utilizing a consultant(s) selected in coordination with the DC WMG, unless otherwise determined by the DC WMG. The lead agency of the DC WMG will provide subject-matter expertise and project

management support to the SBCCOG and its 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 DC WMG
- Manage procurements, contracting, and contract administration for consultants and contractors, with the DC WMG Lead Agency 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
- Pay invoices from the CITY, upon receipt of invoice, as established in section 8(a) of the MOA
- Manage the MOA budget in coordination with the DC WMG Lead Agency
- Facilitate the preparation of DC WMG administrative procedures by DC WMG and ensure compliance with these procedures
- Annual Reconciliation of WMP-related tasks under the MOA

The CONTRACT ADMINISTRATION tasks will be completed by SBCCOG.

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

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Agency	July 2023	July 2024	July 2025	Total Invoiced (3 years)
Total Cost of DC MOA	\$1,187,607	\$1,130,042	\$1,471,697	\$3,789,346
LACFCD	\$56,258	\$55,291	\$72,552	\$184,101
City of Los Angeles	\$477,047	\$453,843	\$579,776	\$1,510,666
County of Los Angeles	\$162,863	\$154,571	\$203,613	\$521,047
City of Carson	\$249,069	\$236,327	\$312,456	\$797,852
City of El Segundo	\$18,692	\$17,639	\$25,242	\$61,573
City of Hawthorne	\$58,095	\$54,827	\$78,454	\$191,376
City of Inglewood	\$57,980	\$54,718	\$78,298	\$190,996
City of Lawndale	\$18,801	\$17,743	\$25,389	\$61,933
City of Lomita	\$88,802	\$85,083	\$95,917	\$269,802

Table 1. CIMP/WMP Implementation Invoicing Schedule

Note:

Total Cost = Total CIMP (Table 2) + Total WMP (Table 3) + SBCCOG Fee (Table 4)

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total Estimated Cost of CIMP	\$873,000	\$842,000	\$884,000	\$2,599,000
LACFCD	\$51,113	\$50,100	\$52,598	\$153,811
City of Los Angeles	\$358,996	\$345 <i>,</i> 943	\$363,199	\$1,068,138
County of Los Angeles	\$115,628	\$111,398	\$116,956	\$343,982
City of Carson	\$175,536	\$169,117	\$177,553	\$522,206
City of El Segundo	\$11,010	\$10,618	\$11,149	\$32,777
City of Hawthorne	\$34,219	\$33,004	\$34,651	\$101,874
City of Inglewood	\$34,152	\$32,939	\$34,582	\$101,673
City of Lawndale	\$11,075	\$10,681	\$11,213	\$32,969
City of Lomita	\$81,271	\$78,200	\$82,099	\$241,570

Note:

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

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Universal Costs (shared)	50,444.88	100%	\$427,770	\$412,580	\$433,160	\$1,273,510
LACFCD1			\$21,388	\$20,629	\$21,658	\$63,675
City of Los Angeles	19,243.21	38.15%	\$155,022	\$149,518	\$156,976	\$461,516
County of Los Angeles	7,699.69	15.26%	\$62,028	\$59,826	\$62,810	\$184,664
City of Carson	11,986.38	23.76%	\$96,562	\$93,133	\$97,778	\$287,473
City of El Segundo	1,252.18	2.48%	\$10,088	\$9,729	\$10,215	\$30,032
City of Hawthorne	3,891.93	7.72%	\$31,353	\$30,240	\$31,748	\$93,341
City of Inglewood	3,884.28	7.70%	\$31,292	\$30,180	\$31,686	\$93,158
City of Lawndale	1,259.51	2.50%	\$10,147	\$9,786	\$10,274	\$30,207
City of Lomita	1,227.70	2.43%	\$9,890	\$9,539	\$10,015	\$29,444

Table 2A. Distribution of Universal CIMP Costs (Shared Items)

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

Table 2A(i). Universal CIMP Costs (Shared Items)

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$50,000	\$45,000	\$50,000
Laboratory Analysis	\$153,152	\$142,642	\$147,406
Laboratory Data Handling Fee (15%)	\$22,973	\$21,396	\$22,111
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)	\$40,000	\$40,000	\$40,000
Contract Services	\$70,000	\$70,000	\$70,000
Equipment	\$18,136	\$15,373	\$14,082
Administrative Fee (5%)	\$17,713	\$16,721	\$17,180
Sub-Total	\$371,974	\$351,132	\$360,779
Annual Escalation (2.5%)		\$8,778	\$18,264
Contingency (15%)	\$55,796	\$52,670	\$54,117
Total	\$427,770	\$412,580	\$433,160

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
DC Watershed Monitoring	33,785.82	100%	\$26,190	\$25,260	\$26,520	\$77,970
LACFCD ¹			\$1,309	\$1,264	\$1,326	\$3,899
City of Los Angeles	5,986.68	38.15%	\$4,409	\$4,252	\$4,464	\$13,125
County of Los Angeles	6,755.80	15.26%	\$4,975	\$4,798	\$5,038	\$14,811
City of Carson	10,755.44	23.76%	\$7,921	\$7,639	\$8,020	\$23,580
City of El Segundo	1,252.18	2.48%	\$922	\$889	\$934	\$2,745
City of Hawthorne	3,891.93	7.72%	\$2,866	\$2,764	\$2,903	\$8,533
City of Inglewood	3,884.28	7.70%	\$2,860	\$2,759	\$2,896	\$8,515
City of Lawndale	1,259.51	2.50%	\$928	\$895	\$939	\$2,762

 Table 2B. Distribution of Dominguez Channel Watershed Monitoring Costs

¹ LACFCD is responsible for 5% of the Dominguez Channel Watershed Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B(i). Dominguez Channel Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$5,000	\$5,000	\$5,000
Laboratory Analysis	\$9,377	\$8,453	\$9,020
Laboratory Data Handling Fee (15%)	\$1,407	\$1,268	\$1,353
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)			
Contract Services	\$5,000	\$5,000	\$5,000
Equipment	\$906	\$753	\$664
Administrative Fee (5%)	\$1,084	\$1,024	\$1,052
Sub-Total	\$22,774	\$21,498	\$22,089
Annual Escalation (2.5%)		\$537	\$1,118
Contingency (15%)	\$3,416	\$3,225	\$3,313
Total	\$26,190	\$25,260	\$26,520

Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Machado Lake Watershed Monitoring ¹	5,228.39	100%	\$323,883	\$311,540	\$327,080	\$962,503
LACFCD ²			\$16,194	\$15,577	\$16,354	\$48,125
City of Los Angeles	1,998.43	38.22%	\$117,607	\$113,125	\$118,768	\$349,500
County of Los Angeles	809.66	15.49%	\$47,648	\$45,832	\$48,119	\$141,599
City of Carson	1,207.37	23.09%	\$71,053	\$68,345	\$71,755	\$211,153
City of Lomita	1,212.93	23.20%	\$71,381	\$68,661	\$72,084	\$212,126
Wilmington Drain Bed Sec (LACFCD) ³	diment Mor	litoring	\$7,857	\$8,420	\$8,840	\$25,117

Table 2C. Distribution of Machado Lake Watershed Monitoring Costs

¹ Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Monitoring, Stormwater Outfall Monitoring in Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

² LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

³ LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring.

Table 2C(i). Machado Lake Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$45,000	\$40,000	\$45,000
Laboratory Analysis	\$170,521	\$164,065	\$166,784
Laboratory Data Handling Fee (15%)	\$25,578	\$24,610	\$25,018
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)			
Contract Services	\$20,000	\$20,000	\$20,000
Equipment	\$13,634	\$10,664	\$9,663
Administrative Fee (5%)	\$13,737	\$12,967	\$13,323
Sub-Total	\$288,470	\$272,306	\$279,788
Annual Escalation (2.5%)		\$6,808	\$14,164
Contingency (15%)	\$43,270	\$40,846	\$41,968
Total	\$331,740	\$319,960	\$335,920

Table 2D. Distribu	tion of LA Harbor Waters	shed Monitoring Costs
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Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
LA Harbor Monitoring	11,392.33	100%	\$87,300	\$84,200	\$88,400	\$259,900
LACFCD ¹			\$4,365	\$4,210	\$4,420	\$12,995
City of Los Angeles	11,258.10	98.82%	\$81,958	\$79,048	\$82,991	\$243,997
County of Los Angeles	134.23	1.18%	\$977	\$942	\$989	\$2,908

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

Notes:

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA. The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

Table 2D(i). LA Harbor Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor	\$10,000	\$10,000	\$10,000
Laboratory Analysis	\$54,172	\$50,650	\$52,281
Laboratory Data Handling Fee (15%)	\$8,126	\$7,598	\$7,842
Laboratory Analysis – Toxicity Identification Evaluation (TIEs)			
Contract Services			
Equipment			
Administrative Fee (5%)	\$3,615	\$3,412	\$3,506
Sub-Total	\$75,913	\$71,660	\$73,629
Annual Escalation (2.5%)		\$1,791	\$3,727
Contingency (15%)	\$11,387	\$10,749	\$11,044
Total	\$87,300	\$84,200	\$88,400

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total Estimated Cost of WMP ¹	\$264,607	\$238,042	\$537,697	\$1,040,346
LACFCD ²	\$2,645	\$2,691	\$17,454	\$22,790
City of Los Angeles	\$99,931	\$89,780	\$198,457	\$388,168
County of Los Angeles	\$39,985	\$35,923	\$79,407	\$155,315
City of Carson	\$62,246	\$55,923	\$123,616	\$241,785
City of El Segundo	\$6,503	\$5,842	\$12,914	\$25,259
City of Hawthorne	\$20,211	\$18,158	\$40,138	\$78,507
City of Inglewood	\$20,171	\$18,122	\$40,059	\$78,352
City of Lawndale	\$6,540	\$5,876	\$12,990	\$25,406
City of Lomita	\$6,375	\$5,727	\$12,662	\$24,764

¹ Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)

² LACFCD is responsible for 5% of WMP Revision/RAA/Adaptive Management + Special Studies/Projects (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies. LACFCD does not participate in the cost of the other WMP components.

Table 3A. WMP Implementation Costs

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Semi-Annual Progress Report (June)	\$35,000	\$35,000	\$35 <i>,</i> 000	\$105,000
Annual Reporting Package (December) ¹	\$75,000	\$75,000	\$75 <i>,</i> 000	\$225,000
WMP Revision/RAA/Adaptive Management			\$215,000	\$215,000
Report of Waste Discharge (ROWD)	\$24,000			\$24,000
Special Studies/Projects	\$40,000	\$40,000	\$40,000	\$120,000
Program Management (15%)	\$26,100	\$22,500	\$54,750	\$103,350
Sub-Total	\$200,100	\$172,500	\$419,750	\$792,350
Annual Escalation (2%)		\$3,450	\$16,958	\$20,408
Contingency (15%)	\$30,015	\$25,875	\$62,962	\$118,852
Total	\$230,115	\$201,825	\$499,670	\$931,610

¹ Annual Reporting Package includes semi-annual WMP Progress Report.

Agency ¹	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total CASQA Fees ²	50,444.88	100%	\$34,492	\$36,217	\$38,027	\$108,736
City of Los Angeles	19,243.21	38.15%	\$13,158	\$13,816	\$14,506	\$41,480
County of Los Angeles	7,699.69	15.26%	\$5,265	\$5,528	\$5,804	\$16,597
City of Carson	11,986.38	23.76%	\$8,196	\$8,606	\$9 <i>,</i> 035	\$25,837
City of El Segundo	1,252.18	2.48%	\$856	\$899	\$944	\$2,699
City of Hawthorne	3,891.93	7.72%	\$2,661	\$2,794	\$2,934	\$8,389
City of Inglewood	3,884.28	7.70%	\$2,656	\$2,789	\$2,928	\$8,373
City of Lawndale	1,259.51	2.50%	\$861	\$904	\$950	\$2,715
City of Lomita	1,227.70	2.43%	\$839	\$881	\$926	\$2,646

Table 3B. Distribution of CASQA Membership Fees

¹ LACFCD retains its own separate CASQA membership.

² Assumes 5% annual escalation.

Table 4.	Distribution of	of SBCCOG	Contract	Management Fees
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Agency	Area (acres)	% of Total Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total over 3 years
Total SBCCOG Fees	50,444.88	100%	\$50,000	\$50,000	\$50,000	\$150,000
LACFCD ¹			\$2,500	\$2,500	\$2,500	\$7,500
City of Los Angeles	19,243.21	38.15%	\$18,120	\$18,120	\$18,120	\$54,360
County of Los Angeles	7,699.69	15.26%	\$7,250	\$7,250	\$7,250	\$21,750
City of Carson	11,986.38	23.76%	\$11,287	\$11,287	\$11,287	\$33,861
City of El Segundo	1,252.18	2.48%	\$1,179	\$1,179	\$1,179	\$3,537
City of Hawthorne	3,891.93	7.72%	\$3,665	\$3,665	\$3 <i>,</i> 665	\$10,995
City of Inglewood	3,884.28	7.70%	\$3,657	\$3,657	\$3 <i>,</i> 657	\$10,971
City of Lawndale	1,259.51	2.50%	\$1,186	\$1,186	\$1,186	\$3,558
City of Lomita	1,227.70	2.43%	\$1,156	\$1,156	\$1,156	\$3,468

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

EXHIBIT C Dominguez Channel WMP/CIMP Responsible Agencies Representatives and SBCCOG Contact

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: <u>alfredo.magallanes@lacity.org</u> Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Mark Lombos E-mail: <u>mlombos@pw.lacounty.gov</u> Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Jalaine Verdiner E-mail: jquintr@pw.lacounty.gov Phone: (626) 300-4666
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	David C. Roberts, City Manager E-mail: <u>droberts@carsonca.gov</u> Phone: (310) 310-952-1730 Roland Jen E-mail: <u>rjen@carsonca.gov</u> Phone: (310) 952-1700 ext. 1814
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Lifan Xu E-mail: <u>Ixu@elsegundo.org</u> Phone: (310) 524-2368
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	Heecheol Kwon E-mail: <u>hkwon@cityofhawthorne.org</u> Phone: (310) 349-2980
	Akbar Farokhi, Public Works Director E-mail: <u>afarokhi@cityofhawthorne.org</u> Phone: (310) 349-2985

City of Inglewood	Lauren Amimoto
1 W. Manchester Blvd., 3 rd Floor	E-mail: <u>lamimoto@cityofinglewood.org</u>
Inglewood, CA 90301-1750	Phone: (310) 412-5192
	Thomas Lee E-mail: <u>tlee@cityofinglewood.org</u> Phone: (310) 412-5333
City of Lawndale	Sean M. Moore
Office of the City Manager	E-mail: <u>smoore@lawndalecity.org</u>
14717 Burin Avenue	Phone: (310) 371-3202
Lawndale, CA 90260	Fax: (310) 371-8877
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Ryan Smoot, City Manager E-mail: <u>r.smoot@lomita.city.com</u> Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024
South Bay Council of Governments	Jacki Bacharach, Executive Director
20285 S. Western Ave., #100	E-mail: jacki@southbaycities.org
Torrance, CA 90501	Phone: (310) 293-2612

Dominguez Channel WMA Group Sb W Slauson Ave BALDWIN HILLS Playa Vista Inglewood LAX Arpoi Vestmont co CO CO El Segundo Hawthorne Đ CO Segundo Gardena EWMP Manhattan Los Angeles Beach County Manhatt awndale Pa Beach CO Redondo Beach Hern Beach LEGEND CO Dominguez Channel Torrance Dominguez Channel WMA Boundary co orrance Carson Flood Control District Territory Dominguez Channel WMA Group DC Agencies Participating EWMP CO Torrance Other DC Agencies not Participating EWMP Palos Verdes tater Lomita Estates Watershed Management Area Boundaries Los Angeles Dominguez Channel Watershed Machado Lake Watershed Rolling Hills Los Angeles Estates LA/LB Harbors Watershed Rolling ach E-Clor in Br Dominguez Channel WMA Group Totatl Area Percent Area Rancho Agency (acres) from Group Palos Verdes City of Carson 11 986.38 23.76% City of El Segundo 1,252.18 2.48% co Pac City of Hawthorne 3,891.93 7.72% City of Inglewood 3,884.28 7.70% City of Lawndale 1,259.51 2.50% City of Lomita 1,227.70 2.43% City of Los Angeles 19,243.21 38.15% Los Angeles County 7,699.69 15.26% LACECD N/A N/A Total Area of minguez Channel 50,444.88 100% Do EWMP Group **Dominguez Channel Watershed Management Area Group** 0.5 1Mi ENRIQUE C. ZALDIVAR DRAWN BY DATE CREATED: 6-18-13 CHECKED BY DATE REVISED 5-17-18 DIRECTOR 584 DP BUREAU OF SANITATION This map shall not be opped or reproduced, all or any part Bereut, whether for displayition or the proper written permission of the Cept, of Public Works, City of Los Angeles

SHAHRAM KHARAGHANI PROGRAM MANAGER

WATERSHED PROTECTION DIVISION

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EXHIBIT D Dominguez Channel Watershed Management Area Group

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
Semi-Annual Progress Report	\$		
Annual Reporting Package	\$		
WMP Revision/RAA/Adaptive Management	\$		
Report of Waste Discharge (ROWD)	\$		
Special Studies/Projects	\$		
Total	\$		

IIP CONTRACTS

NPDES Permittee	Contract Amount	Balance
	\$	