

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER 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 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, 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.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System

(MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

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

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

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

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

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

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

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015 and was approved by the Regional Board on August 5, 2015; and

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

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

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

WHEREAS, the PARTIES desire to have the SGVCOG: (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;

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

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

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

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

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

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The Parties agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2C(i) of Exhibit B and WMP-

RELATED TASKS in accordance with Table 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. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related tasks. The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the ULAR WMG lead agency. Written notice will be provided to the PARTIES should contact information from the SGVCOG and/or the ULAR WMG lead agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The SGVCOG 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 SGVCOG 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 SGVCOG's Contact Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SGVCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SGVCOG's program management fee. The CITY shall provide SGVCOG 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. Annual Payment. Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be

obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

- i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).
 - ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the ULAR WMG shall discuss the proposed activity and the ULAR 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 SGVCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). 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 SGVCOG before shifting these funds.

- g. Contract Management Fee. The SGVCOG will receive a Contract Management Fee of \$100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SGVCOG 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 SGVCOG 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 SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-thirds supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.

- d. Participation. Each PARTY shall designate an individual to provide representation at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR 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 SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG 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 SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG 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 SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

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

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella, Chief Engineer

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

CITY OF ALHAMBRA

By _____
Adele Andrade-Stadler, Mayor

Dated

ATTEST:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Dated: _____

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 BURBANK

Dated: _____

By _____

Konstantine Anthony, Mayor

ATTEST:

Justin Hess, City Manager

APPROVED AS TO FORM:

Joseph H. McDougall, City Attorney

CITY OF CALABASAS

Dated: _____

By _____
David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

THE CITY OF GLENDALE

Dated: _____

By _____
Ardy Kassakhian, Mayor

ATTEST:

Roubik Golanian, P.E., City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated:

By

Steve Freedland, Mayor

ATTEST:

Deana L. Gonzalez, CMC, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

By _____

ATTEST:

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

CITY OF MONTEBELLO

Dated: _____

By _____
David Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Dated: _____

By:

Ron Bow, City Manager

ATTEST:

By: _____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

CITY OF PASADENA

Dated: _____

By _____
Miguel Márquez, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Debra Wordham, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

By _____
Ben Kim, City Manager

ATTEST:

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

By _____
Celeste T. Rodriguez, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CITY OF SAN GABRIEL

Dated: _____

By _____
Mark Lazzaretto, City Manager

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____

By _____
Steve Talt, Mayor

ATTEST:

Mario Rueda, Acting City Manager

APPROVED AS TO FORM:

Joseph Montes, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

By _____
Rene Salas, City Manager

ATTEST:

Donna G. Shwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

CITY OF SOUTH PASADENA

Dated: _____

By _____
Arminé Chaparyan, City Manager

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Andrew L. Jared, City Attorney

CITY OF THE TEMPLE CITY

Dated: _____

By _____
Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Greg Murphy, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Dated: _____

By: _____
Marisa Creter, Executive Director

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
David DeBerry
Counsel for the SGVCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the ULAR 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 ULAR 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 for the Regional Board.

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

WMP-RELATED TASKS

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

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

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to the SGVCOG and its consultants 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 ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG 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 lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG.

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

EXHIBIT B

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

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 83,732	\$ 79,353	\$ 95,016	\$ 258,101
City of Los Angeles	\$ 943,982	\$ 908,306	\$ 1,084,118	\$ 2,936,406
County of Los Angeles	\$ 232,381	\$ 217,554	\$ 257,621	\$ 707,556
City of Alhambra	\$ 25,278	\$ 24,472	\$ 29,209	\$ 78,958
City of Burbank	\$ 57,421	\$ 55,590	\$ 66,350	\$ 179,361
City of Calabasas	\$ 20,731	\$ 20,070	\$ 23,954	\$ 64,755
City of Glendale	\$ 101,385	\$ 98,139	\$ 117,135	\$ 316,659
City of Hidden Hills	\$ 4,974	\$ 4,815	\$ 5,747	\$ 15,536
City of La Canada Flintridge	\$ 34,193	\$ 27,729	\$ 33,097	\$ 95,018
City of Montebello	\$ 27,721	\$ 26,837	\$ 32,032	\$ 86,590
City of Monterey Park	\$ 25,626	\$ 24,809	\$ 29,610	\$ 80,045
City of Pasadena	\$ 81,872	\$ 74,179	\$ 88,537	\$ 244,588
City of Rosemead	\$ 17,135	\$ 16,588	\$ 19,799	\$ 53,522
City of San Fernando	\$ 7,854	\$ 7,604	\$ 9,076	\$ 24,534
City of San Gabriel	\$ 13,688	\$ 13,252	\$ 15,817	\$ 42,756
City of San Marino	\$ 12,471	\$ 12,073	\$ 14,410	\$ 38,953
City of South El Monte	\$ 21,094	\$ 17,250	\$ 18,998	\$ 57,341
City of South Pasadena	\$ 12,064	\$ 10,954	\$ 13,074	\$ 36,091
City of Temple City	\$ 13,334	\$ 12,909	\$ 15,408	\$ 41,651
Total	\$ 1,736,933	\$ 1,652,482	\$ 1,969,007	\$ 5,358,422

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 66,082	\$ 61,483	\$ 62,518	\$ 190,083
City of Los Angeles	\$ 711,254	\$ 671,309	\$ 682,542	\$ 2,065,105
County of Los Angeles	\$ 179,686	\$ 163,892	\$ 166,695	\$ 510,272
City of Alhambra	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	\$ 76,240	\$ 72,532	\$ 73,746	\$ 222,518
City of Hidden Hills	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	\$ 27,088	\$ 20,494	\$ 20,837	\$ 68,419
City of Montebello	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	\$ 62,866	\$ 54,824	\$ 55,741	\$ 173,431
City of Rosemead	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	\$ 19,047	\$ 15,166	\$ 15,466	\$ 49,679
City of South Pasadena	\$ 9,258	\$ 8,095	\$ 8,231	\$ 25,584
City of Temple City	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total Estimated Cost of CIMP	\$ 1,321,633	\$ 1,229,667	\$ 1,250,357	\$ 3,801,657

Note:

1. Total Monitoring Services cost = General CIMP + NSWO + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor (Receiving Water and Storm Water Outfall)	\$ 253,000	\$ 230,000	\$ 230,000
Laboratory Analysis (Receiving Water and Storm Water Outfall)	\$ 263,051	\$ 237,879	\$ 240,157
Laboratory Data Handling Fee (15%)	\$ 39,458	\$ 35,682	\$ 36,024
Laboratory Analysis (TIE)	\$ 40,000	\$ 40,000	\$ 40,000
Contract Services	\$ 319,000	\$ 305,000	\$ 305,000
Equipment	\$ 136,325	\$ 130,081	\$ 122,601
Administrative Fee (5%)	\$ 52,542	\$ 48,932	\$ 48,689
Sub-Total	\$ 1,103,375	\$ 1,027,574	\$ 1,022,471
Contingency (15%)	\$ 165,506	\$ 154,136	\$ 153,371
Annual Escalation (2.5%)	\$ -	\$ 25,689	\$ 51,763
Total	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 63,444	\$ 60,370	\$ 61,380	\$ 185,194
City of Los Angeles	181,288.00	58.53%	\$ 705,492	\$ 671,309	\$ 682,542	\$ 2,059,343
County of Los Angeles	41,048.07	13.25%	\$ 159,741	\$ 152,001	\$ 154,544	\$ 466,286
City of Alhambra	4,884.31	1.58%	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	11,095.20	3.58%	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	4,005.68	1.29%	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	19,587.50	6.32%	\$ 76,226	\$ 72,532	\$ 73,746	\$ 222,504
City of Hidden Hills	961.03	0.31%	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	5,534.46	1.79%	\$ 21,538	\$ 20,494	\$ 20,837	\$ 62,869
City of Montebello	5,356.38	1.73%	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	4,951.51	1.60%	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	14,805.30	4.78%	\$ 57,616	\$ 54,824	\$ 55,741	\$ 168,181
City of Rosemead	3,310.87	1.07%	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	1,517.64	0.49%	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	2,644.87	0.85%	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	2,409.64	0.78%	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	1,594.16	0.51%	\$ 6,204	\$ 5,903	\$ 6,002	\$ 18,109
City of South Pasadena	2,186.20	0.71%	\$ 8,508	\$ 8,095	\$ 8,231	\$ 24,834

City of Temple City	2,576.50	0.83%	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total	309,757.32	100.00%	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604	\$ 3,703,886

Note:

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

Table 2B. Costs for Arroyo Seco NSWO Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Non-Stormwater Outfall Monitoring			
Arroyo Seco (3 Screening Events)	\$ 16,470		
Laboratory Data Handling Fee (15%)			
Flat Rate: 15% of Total Monitoring costs	\$ 2,470		
Administrative Fee (5%)			
Flat Rate: 5% of Total NSWO Monitoring Cost	\$ 947		
Monitoring Cost Sub-Total	\$ 19,887		
Additional Costs			
Contingency (15%)	\$ 1,989		
Annual Escalation (2.5%)	\$ -		
Arroyo Seco (Total)	\$ 21,876		

Table 2B(i). Distribution of Costs for Arroyo Seco NSWO Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,094	\$ -	\$ -	\$ 1,094
City of Los Angeles	3936.66	27.73%	\$ 5,762	\$ -	\$ -	\$ 5,762
County of Los Angeles	2361.13	16.63%	\$ 3,456	\$ -	\$ -	\$ 3,456
City of Glendale	9.39	0.07%	\$ 14	\$ -	\$ -	\$ 14
City of La Canada Flintridge	3791.77	26.71%	\$ 5,550	\$ -	\$ -	\$ 5,550
City of Pasadena	3586.72	25.26%	\$ 5,250	\$ -	\$ -	\$ 5,250
City of South Pasadena	512.25	3.61%	\$ 750	\$ -	\$ -	\$ 750
Arroyo Seco (Total)	14,197.93	100.00%	\$ 21,876			\$ 21,876

Note:

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

Table 2C. Costs for Legg Lake Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Legg lake	\$ 22,235	\$ 15,694	\$ 15,694
Laboratory Data Handling Fee (15%)	\$ 3,335	\$ 2,354	\$ 2,354
Administrative Fee (5%)	\$ 1,279	\$ 902	\$ 902
Monitoring Cost Sub-Total	\$ 26,849	\$ 18,950	\$ 18,950
Additional Costs			
Contingency (15%)	\$ 4,027	\$ 2,843	\$ 2,843
Annual Escalation (2.5%)	\$ -	\$ 474	\$ 959
Legg Lake (Total)	\$ 30,876	\$ 22,267	\$ 22,752

Table 2C(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,544	\$ 1,113	\$ 1,138	\$ 3,795
County of Los Angeles	2,044.68	56.21%	\$ 16,489	\$ 11,891	\$ 12,150	\$ 40,530
South El Monte	1,592.68	43.79%	\$ 12,844	\$ 9,262	\$ 9,464	\$ 31,570
Legg Lake (Total)	3,637.35	100.00%	\$ 30,876	\$ 22,267	\$ 22,752	\$ 75,895

Note:

1. Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA				
Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 12,650	\$ 12,870	\$ 27,498	\$ 53,018
City of Los Angeles	\$ 177,128	\$ 181,398	\$ 345,977	\$ 704,503
County of Los Angeles	\$ 40,106	\$ 41,073	\$ 78,338	\$ 159,517
City of Alhambra	\$ 4,772	\$ 4,887	\$ 9,321	\$ 18,981
City of Burbank	\$ 10,841	\$ 11,102	\$ 21,174	\$ 43,117
City of Calabasas	\$ 3,914	\$ 4,008	\$ 7,645	\$ 15,566
City of Glendale	\$ 19,138	\$ 19,599	\$ 37,382	\$ 76,119
City of Hidden Hills	\$ 939	\$ 962	\$ 1,834	\$ 3,735
City of La Canada Flintridge	\$ 5,407	\$ 5,538	\$ 10,562	\$ 21,507
City of Montebello	\$ 5,233	\$ 5,360	\$ 10,222	\$ 20,815
City of Monterey Park	\$ 4,838	\$ 4,955	\$ 9,450	\$ 19,242

City of Pasadena	\$ 14,466	\$ 14,814	\$ 28,255	\$ 57,535
City of Rosemead	\$ 3,235	\$ 3,313	\$ 6,319	\$ 12,866
City of San Fernando	\$ 1,483	\$ 1,519	\$ 2,896	\$ 5,898
City of San Gabriel	\$ 2,584	\$ 2,646	\$ 5,048	\$ 10,278
City of San Marino	\$ 2,354	\$ 2,411	\$ 4,599	\$ 9,364
City of South El Monte	\$ 1,558	\$ 1,595	\$ 3,042	\$ 6,195
City of South Pasadena	\$ 2,136	\$ 2,188	\$ 4,172	\$ 8,496
City of Temple City	\$ 2,517	\$ 2,578	\$ 4,917	\$ 10,013
Total Estimated Cost of WMP	\$ 315,300	\$ 322,815	\$ 618,651	\$ 1,256,766

Note:

1. Total cost = General WMP + CASQA Fees.

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
Semi-Annual Progress Report (June)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Annual Reporting Package (December)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
WMP Revisions/RAA/Adaptive Management	\$ -	\$ -	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	\$ -	\$ -	\$ 20,000	\$ 20,000
Trash Monitoring and Reporting Plan (TMRP)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Program Management (10%)	\$ 20,000	\$ 20,000	\$ 42,000	\$ 82,000
Sub-Total	\$ 220,000	\$ 220,000	\$ 462,000	\$ 902,000
Contingency (15%)	\$ 33,000	\$ 33,000	\$ 69,300	\$ 135,300
Annual Escalation (2% per year)	\$ -	\$ 4,400.00	\$ 18,664.80	\$ 23,065
WMP Program Management Cost (Total)	\$ 253,000	\$ 257,400	\$ 549,965	\$ 1,060,365

Note:

1. Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
City of Los Angeles	181,288.00	58.53%	\$ 36,462	\$ 38,285	\$ 40,199	\$ 114,945
County of Los Angeles	41,048.07	13.25%	\$ 8,256	\$ 8,669	\$ 9,102	\$ 26,026
City of Alhambra	4,884.31	1.58%	\$ 982	\$ 1,031	\$ 1,083	\$ 3,097
City of Burbank	11,095.20	3.58%	\$ 2,232	\$ 2,343	\$ 2,460	\$ 7,035
City of Calabasas	4,005.68	1.29%	\$ 806	\$ 846	\$ 888	\$ 2,540
City of Glendale	19,587.50	6.32%	\$ 3,940	\$ 4,137	\$ 4,343	\$ 12,419
City of Hidden Hills	961.03	0.31%	\$ 193	\$ 203	\$ 213	\$ 609
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,113	\$ 1,169	\$ 1,227	\$ 3,509
City of Montebello	5,356.38	1.73%	\$ 1,077	\$ 1,131	\$ 1,188	\$ 3,396
City of Monterey Park	4,951.51	1.60%	\$ 996	\$ 1,046	\$ 1,098	\$ 3,139
City of Pasadena	14,805.30	4.78%	\$ 2,978	\$ 3,127	\$ 3,283	\$ 9,387
City of Rosemead	3,310.87	1.07%	\$ 666	\$ 699	\$ 734	\$ 2,099
City of San Fernando	1,517.64	0.49%	\$ 305	\$ 320	\$ 337	\$ 962
City of San Gabriel	2,644.87	0.85%	\$ 532	\$ 559	\$ 586	\$ 1,677
City of San Marino	2,409.64	0.78%	\$ 485	\$ 509	\$ 534	\$ 1,528
City of South El Monte	1,594.16	0.51%	\$ 321	\$ 337	\$ 353	\$ 1,011
City of South Pasadena	2,186.20	0.71%	\$ 440	\$ 462	\$ 485	\$ 1,386
City of Temple City	2,576.50	0.83%	\$ 518	\$ 544	\$ 571	\$ 1,634
Total	309,757.32	100.00%	\$ 62,300	\$ 65,415	\$ 68,686	\$ 196,401

Note:

1. LACFCD will retain its own CASQA membership.
2. Assumes 5% escalation per year for CASQA fees.

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
City of Los Angeles	181,288.00	58.53%	\$ 55,600	\$ 55,600	\$ 55,600	\$ 166,799
County of Los Angeles	41,048.07	13.25%	\$ 12,589	\$ 12,589	\$ 12,589	\$ 37,767
City of Alhambra	4,884.31	1.58%	\$ 1,498	\$ 1,498	\$ 1,498	\$ 4,494
City of Burbank	11,095.20	3.58%	\$ 3,403	\$ 3,403	\$ 3,403	\$ 10,208
City of Calabasas	4,005.68	1.29%	\$ 1,229	\$ 1,229	\$ 1,229	\$ 3,686
City of Glendale	19,587.50	6.32%	\$ 6,007	\$ 6,007	\$ 6,007	\$ 18,022
City of Hidden Hills	961.03	0.31%	\$ 295	\$ 295	\$ 295	\$ 884
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,697	\$ 1,697	\$ 1,697	\$ 5,092

City of Montebello	5,356.38	1.73%	\$ 1,643	\$ 1,643	\$ 1,643	\$ 4,928
City of Monterey Park	4,951.51	1.60%	\$ 1,519	\$ 1,519	\$ 1,519	\$ 4,556
City of Pasadena	14,805.30	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 13,622
City of Rosemead	3,310.87	1.07%	\$ 1,015	\$ 1,015	\$ 1,015	\$ 3,046
City of San Fernando	1,517.64	0.49%	\$ 465	\$ 465	\$ 465	\$ 1,396
City of San Gabriel	2,644.87	0.85%	\$ 811	\$ 811	\$ 811	\$ 2,433
City of San Marino	2,409.64	0.78%	\$ 739	\$ 739	\$ 739	\$ 2,217
City of South El Monte	1,594.16	0.51%	\$ 489	\$ 489	\$ 489	\$ 1,467
City of South Pasadena	2,186.20	0.71%	\$ 670	\$ 670	\$ 670	\$ 2,011
City of Temple City	2,576.50	0.83%	\$ 790	\$ 790	\$ 790	\$ 2,371
Total	309,757.32	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000

Note:

1. SGVCOG fee is \$100,000 per year and covers both Monitoring Services and WMP-related tasks.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C

Upper Los Angeles River Watershed Management Area CIMP Responsible Agencies Representatives

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: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jqintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Tatiana Holden E-mail: tholden@cityofcalabasas.com Phone: (818) 224-1600
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@glendaleca.gov Phone: (818) 550-4511
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

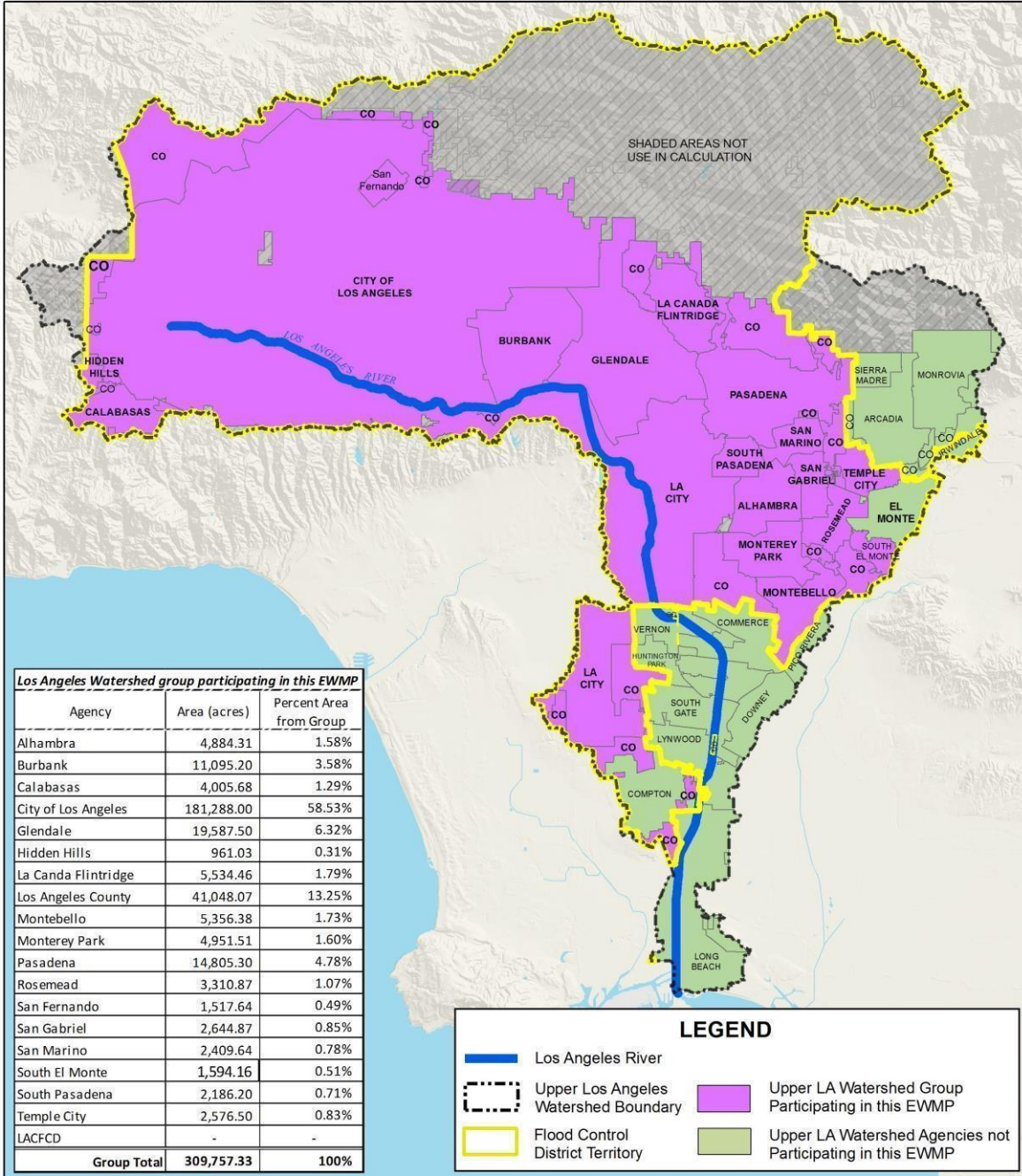
EXHIBIT C

Upper Los Angeles River Watershed Management Group Responsible Agencies Representatives

<p>City of Montebello 1600 W Beverly Blvd Montebello, CA 90640</p>	<p>James A. Enriquez E-mail: jenriquez@cityofmontebello.com Phone: 323-887-1200</p> <p>Rita Montalvo E-mail: rmontalvo@cityofmontebello.com Phone: 323-887-1200 Ext 469</p>
<p>City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896</p>	<p>Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383</p>
<p>City of Pasadena 100 N Garfield Ave 3rd Floor, N306 Pasadena, CA 91101-1726</p>	<p>Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929</p>
<p>City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787</p>	<p>Michael Chung E-mail: mchung@cityofrosemead.org Phone: (626) 569-2158</p> <p>Eddie Chan E-mail: echan@cityofrosemead.org Phone: (626) 569-2154</p>
<p>City of San Fernando 117 Macneil Street San Fernando, CA 91340</p>	<p>Kenneth Jones Email: kjones@sfcity.org Phone: (818) 898-1240</p>
<p>City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775</p>	<p>Greg De Vinck E-mail: gdevinck@sgch.org Phone: (626) 308 - 2825</p> <p>Capucine Hernandez E-mail: chernandez@sgch.org Phone: (626) 308-2825</p>
<p>City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691</p>	<p>Amber Shah E-mail: ashah@cityofsanmarino.org Phone: (626) 300 - 0787</p>
<p>City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733</p>	<p>Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409</p>
<p>City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298</p>	<p>Ted Gerber E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240</p>

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyme@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D Upper Los Angeles River Watershed



**Upper Los Angeles River Watershed
EWMP Agencies**

BUREAU OF SANITATION

	ENRIQUE C. ZALDIVAR DIRECTOR				SHAHRAM KHARAGHANI PROGRAM MANAGER
	ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 DATE REVISED 3-3-15	<small>This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles. Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP</small>

EXHIBIT E

Reconciliation Template

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

CIMP COMPONENT RECONCILIATION

CIMP Component - General Monitoring							
General Monitoring		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

CIMP Component - Non-Stormwater Monitoring							
Non-Stormwater Monitoring		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

CIMP Component - Total							
CIMP Component - Total		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$						
Actual	\$						
Total Remaining	\$						

WMP COMPONENT RECONCILIATION

WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated (To End of MOA)	Balance
Annual Report	\$			
Adaptive Management	\$			
Los Angeles Report of Waste Discharge	\$			
ULAR LRS Funds	\$			
ULAR Trash Monitoring & Reporting Plan	\$			
Special Studies	\$			
ULAR 2017 Report of Waste Discharge (ROWD)	\$			
Total	\$			