

**PARTNERSHIP AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES,
CITY OF EL SEGUNDO, CITY OF HAWTHORNE, CITY OF LAWNSDALE, CITY
OF MANHATTAN BEACH, AND CITY OF REDONDO BEACH
FOR ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE
PROJECT**

This PARTNERSHIP AGREEMENT (AGREEMENT) is made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, City of El Segundo (EL SEGUNDO), City of Hawthorne (HAWTHORNE), City of Lawndale (LAWNSDALE), City of Manhattan Beach (MANHATTAN BEACH), and City of Redondo Beach (REDONDO BEACH), all municipal corporations in the County of Los Angeles (CITIES). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, effective December 28, 2012, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit or Permit); and

WHEREAS, the MS4 Permit requires the COUNTY, the Los Angeles County Flood Control District, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the requirements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with requirements pertaining to the Dominguez Channel Watershed Management Area; and

WHEREAS, the PARTIES who are members of the Dominguez Channel Watershed Management Area Group (DCWMG) have jointly prepared an Enhanced Watershed Management Program (EWMP) plan as required by the MS4 Permit; and

WHEREAS, the DCWMG EWMP plan identified a suite of institutional and structural control measures, including multi-benefit regional projects to address the PARTIES' compliance; and

WHEREAS, the PARTIES propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, the COUNTY proposes to design, construct, operate and maintain the Alondra Park Multi-Benefit Stormwater Capture Project (hereinafter referred to as PROJECT),

WHEREAS, the PROJECT is in the Dominguez Channel Watershed, and is identified in the DCWMG EWMP plan; and

WHEREAS, effective September 11, 2021, the REGIONAL BOARD issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (Current MS4 Permit or Permit); and

WHEREAS, the DCWMG prepared and submitted a revised WMP to the REGIONAL BOARD; and

WHEREAS, the PROJECT is identified in the DCWMG revised WMP plan; and

WHEREAS, the PROJECT is anticipated to include below ground elements such as stormwater diversion structures, stormwater pretreatment systems, underground storage system, stormwater treatment system, and connection to sanitary sewer line (hereinafter referred to as WATER QUALITY IMPROVEMENTS), and above ground improvements and recreational elements such as drought tolerant landscaping, restored baseball fields, soccer field, multi-purpose field, and interpretive signage;

WHEREAS, the PROJECT will be designed to provide treatment of 40 acre-feet of runoff volume through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, of the 40 acre-feet (AF) of runoff volume captured by the PROJECT, the County will be credited 2.00 AF for PROJECT management and administration, which is five (5) percent of the runoff volume captured by the PROJECT; and

WHEREAS, 8.31 AF will be credited to the California Department of Transportation (CALTRANS) through a separate agreement with the County for their contribution of \$15,000,000 to the PROJECT; and

WHEREAS, the remaining volume capture will be credited to the PARTIES as shown in Tables 1-3 of Exhibit A, and

WHEREAS, the estimated cost of the PROJECT is seventy million three hundred thirty-two thousand dollars (\$70,332,000); and

WHEREAS, the COUNTY has received a total of thirty-two million one hundred one thousand sixty-one dollars (\$32,101,061) of grant funding towards funding the PROJECT through two grants. Thirty million dollars (\$30,000,000) of the grant funding is from the Safe Clean Water (SCW) Infrastructure Program and two million one hundred one thousand sixty-one dollars (\$2,101,061) from Proposition 1 Stormwater Grant (PROP 1), referred to collectively as GRANTS; and

WHEREAS, each PARTY will be credited through the \$30,000,000 from the SCW Infrastructure Program as shown on Table 2 of Exhibit A based on tributary area; EL SEGUNDO will be credited 3.57 AF; HAWTHORNE will be credited 2.65 AF; LAWNDALÉ will be credited 3.89 AF; MANHATTAN BEACH will be credited 1.20 AF; REDONDO BEACH will be credited 3.61 AF; COUNTY will be credited 1.18 AF; and

WHEREAS, the COUNTY, REDONDO BEACH, and HAWTHORNE, will be credited additional runoff volume based on additional fund contributions as shown on Table 3 of Exhibit A; and

WHEREAS, REDONDO BEACH agrees to fund an amount of five hundred thousand dollars (\$500,000) of the PROJECT costs and will be credited an additional 0.29 AF, bringing REDONDO BEACH's total credit to 3.90 AF; and

WHEREAS, HAWTHORNE agrees to fund an amount of two million two hundred thousand dollars (\$2,200,000) of the PROJECT costs and will be credited an additional 1.29 AF, bringing HAWTHORNE's total credit to 3.94 AF; and

WHEREAS, COUNTY agrees to fund the remaining amount of the PROJECT costs estimated at twenty million five hundred thirty thousand nine hundred thirty nine dollars (\$20,530,939) and will be credited an additional 12.01 AF, bringing COUNTY's total credit to 15.19 AF; and

WHEREAS, PARTIES agree to amend Exhibit A if PROJECT costs change to adjust runoff volume capture credits for each PARTY; and

WHEREAS, PARTIES agree to enter into a separate agreement for Operations and Maintenance (O&M) for the PROJECT's useful life to maintain each PARTY's runoff volume capture credit shown in Exhibit A; and

WHEREAS, for the purpose of this Agreement, the "useful life" of any constructed portions of the PROJECT begins upon completion of construction and continues until 50 years thereafter; and

WHEREAS, PARTIES desire to enter into this AGREEMENT to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for residents and provide opportunities for water conservation; and

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. COUNTY AGREES:

- a. To prepare plans, specifications, and a cost estimate for the PROJECT.
- b. To utilize the combined thirty-two million one hundred one thousand sixty-one dollar (\$32,101,061) in grant funding from GRANTS towards the construction of the PROJECT and to ensure all grant requirements are met.
- c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act (CEQA) for the PROJECT.
- d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT, including obtaining adequate right-of-way for the useful life of the PROJECT for any work to be carried out on property not owned by any of the PARTIES.
- e. To require each consultant or contractor retained to implement the PROJECT to obtain liability coverage PARTIES and their respective officers, agents, employees, and volunteers as additional insureds on such policy.
- f. To advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; and to cause the PROJECT to be constructed in accordance with the approved plans and specifications.

- g. To prepare an O&M manual, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENTS based on the final PROJECT design, including, but not limited to, inspections, clean out of pretreatment devices and underground storage systems, and repairs.
- h. Upon award of a construction contract by COUNTY for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds ten percent (10%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of COUNTY's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will results in the total cost of the PROJECT to exceed \$77,365,200 will require approval of all PARTIES prior to COUNTY's approval of the change order.
- i. To invoice REDONDO BEACH and HAWTHORNE based on the payment schedule shown in Exhibit B. The total invoiced amounts shall not exceed \$500,000 and \$2,200,000 for REDONDO BEACH and HAWTHORNE, respectively. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- j. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and above ground improvements.
- k. Upon completion of construction of PROJECT, to provide as-built plans to CITIES.
- l. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.
- m. Upon completion of the PROJECT, to provide CITIES with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.
- n. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation

and maintenance of the PROJECT. COUNTY will maintain and operate the PROJECT throughout its useful life.

- o. During construction and throughout the useful life of the PROJECT, COUNTY shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the PROJECT.
- p. COUNTY shall not abandon, discontinue use of, lease or dispose of the PROJECT or fail to maintain any significant part or portion of the PROJECT thereof during its useful life.

2. REDONDO BEACH AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$500,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. At REDONDO BEACH'S discretion, to provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

3. HAWTHORNE AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$2,200,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. To provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

4. EL SEGUNDO, LAWDALE, AND MANHATTAN BEACH AGREE:

- a. To, in good faith, consider approval and provision of any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- b. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to

resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.

- c. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

5. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT shall become effective on the last date of execution by a PARTY and shall remain in effect until CITIES have paid all outstanding invoices for costs associated with the PROJECT capital.
- b. All PARTIES shall have suitable access to the PROJECT sites at all reasonable times during PROJECT implementation and thereafter for the useful life of the PROJECT.
- c. If PROJECT costs increase and there are insufficient funds an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- d. PARTIES shall have no financial obligation to any other PARTY under this AGREEMENT except as herein expressly provided.
- e. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.
- f. To maintain each PARTY's 24-hour runoff volume capture capacity credit, all PARTIES agree to enter into a separate agreement for O&M for the PROJECT that shall remain in effect until CITIES have paid all outstanding invoices for costs associated with PROJECT O&M for the useful life.
- g. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed, officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this AGREEMENT; provided,

however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of the AGREEMENT.

Good Faith. Each PARTY shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this AGREEMENT and the satisfactory performance of its terms.

Voluntary. This AGREEMENT is voluntarily entered into, to attain the purposes set forth in this AGREEMENT.

Relationship of PARTIES. The PARTIES are and shall remain at all times as to each other wholly independent entities. No PARTY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this AGREEMENT. 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.

Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other PARTIES.

Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.

Waiver. Waiver by any PARTY to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of this provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial court shall lie exclusively in the County of Los Angeles.

No Third Party Rights. The PARTIES to this AGREEMENT do not create rights in, or grant remedies to, any third party as a beneficiary of this AGREEMENT, or of the duty, covenant, obligation or undertaking established in this Agreement.

No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES.

Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the PARTIES are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other PARTIES.

Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this AGREEMENT, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Termination. The COUNTY reserves the right to terminate this AGREEMENT for any reason upon thirty (30) days' prior to written notice to CITIES. In the event of such termination, CITIES shall be entitled to a prorated portion of the PARTIES' annual contribution for the calendar year in which the COUNTY terminates the AGREEMENT hereunder.

Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any provision. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the PARTIES shall endeavor to modify that clause in a manner which gives effect to the intent of the PARTIES in entering into this AGREEMENT.

Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire AGREEMENT.

Notices. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth below. PARTIES shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email 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 email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this AGREEMENT, the PARTIES hereby designate as their respective PARTY Representatives the persons named below. The designated PARTY Representatives, or their respective designees, shall administer the terms and conditions of the AGREEMENT on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this AGREEMENT on behalf of such PARTY.

COUNTY: Mr. Mark Lombos
Assistant Deputy Director
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

EL SEGUNDO: Darrell George
City Manager
350 Main Street
El Segundo, CA 90245

HAWTHORNE: _____

LAWNDALE: _____

MANHATTAN BEACH: _____

REDONDO BEACH: William C. Brand
Mayor
Mayor and City Council
415 Diamond Street
Redondo Beach, CA 90277

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

COUNTY OF LOS ANGELES

By: _____
Director of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF EL SEGUNDO

By: _____
City Manager

Date

APPROVED AS TO FORM:

MARK D. HENSLEY
City Attorney

By: _____

CITY OF HAWTHORNE

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF LAWNDALE

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF MANHATTAN BEACH

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF REDONDO BEACH

By: _____

WILLIAM C. BRAND

Title: MAYOR

Date

APPROVED AS TO FORM:

MICHAEL W. WEBB

CITY ATTORNEY

By: _____

EXHIBIT A

Table 1: Total Volume Credit

Agency	Table 2	Table 3	Administration Credit (AF) ²	Total Volume Credit (AF) ¹
El Segundo	3.57	-	-	3.57
Hawthorne	2.65	1.29	-	3.94
Lawndale	3.89	-	-	3.89
Manhattan Beach	1.20	-	-	1.20
Redondo Beach	3.61	0.29	-	3.90
Unincorporated County	1.18	12.01	2.0	15.19
Caltrans	-	8.31	-	8.31
Total				40.00

¹Total Volume Credit = Table 2 + Table 3 + Administration Credit

²Five Percent of Total Volume Credit (for project administration and management) = 5% x 40 AF = 2.0 AF

Table 2: Volume Credit from Safe Clean Water Program (SCWP)

Agency	Land Area (acres)	% of Area	\$ from SCWP Regional Funding ¹	Volume Credit (AF) ²
El Segundo	1,055.11	22%	\$6,649,469	3.57
Hawthorne	783.84	16%	\$4,939,921	2.65
Lawndale	1,148.76	24%	\$7,239,688	3.89
Manhattan Beach	355.78	7%	\$2,242,181	1.20
Redondo Beach	1,067.78	22%	\$6,729,346	3.61
Unincorporated County	348.99	7%	\$2,199,395	1.18
Total				16.10

¹\$ from SCWP Regional = % of Area x \$30,000,000

²Volume Credit = ³SCW Volume Credit x % of Area = 16.10 x % of Area

³SCW Volume Credit = \$30,000,000/(70,332,000-15,000,000) * (Total Volume Capture – Administration Credit – Caltrans Credit)

Table 3: Volume Credit from Contribution

Agency	Contribution	Volume Credit (AF) ¹
Caltrans ²	\$15,000,000	8.31
Hawthorne	\$2,200,000	1.29
Redondo Beach	\$500,000	0.29
Unincorporated County	\$20,520,939	12.01
Total		21.90

¹Volume Credit = (Total Volume Capture – Administration Credit – Caltrans Credit– Total SCW Volume Credit from Table 2) * (Contribution/(Total Contribution-Caltrans Contribution))

²Caltrans volume credit through a separate agreement with the Unincorporated County

EXHIBIT B

ALONDRA PARK STORMWATER CAPTURE PROJECT INVOICE SCHEDULE

Agency	Amount	Invoice Date
Hawthorne	\$500,000	12/30/2023
Redondo Beach	\$500,000	12/30/2023
Hawthorne	\$400,000	12/30/2024
Hawthorne	\$400,000	7/1/2025
Hawthorne	\$500,000	12/30/2026
Hawthorne	\$400,000	12/30/2027