MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MANHATTAN BEACH, THE CITY OF TORRANCE, THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR COORDINATION AND IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP

This Memorandum of Understanding (MOU), is made and entered into as of the date set forth below by and between the CITY OF MANHATTAN BEACH, a California municipal corporation, the CITY OF TORRANCE, a California municipal corporation, the CITY OF REDONDO BEACH, a chartered municipal corporation, the CITY OF HERMOSA BEACH, a California municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

WITNESSETH

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

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Beach Cities Watershed Management Area(s); and

WHEREAS, the PARTIES, entered into a Memorandum of Understanding (MOU) on December 26, 2013 to collaborate in the development of Phase I plans including a Draft and Final Enhanced Watershed Management Program (EWMP) Work Plan and a Draft and Final Coordinated Integrated Monitoring Program (CIMP), and Phase II Plans including a Draft and Final EWMP Plan for the Beach Cities Watersheds; and

WHEREAS, a draft CIMP was submitted to the REGIONAL BOARD by the PARTIES on June 28, 2014 and the REGIONAL BOARD provided a comment letter on May 22, 2015 identifying revisions needed to be addressed prior to approval of the CIMP; and

WHEREAS, a revised CIMP was submitted to the REGIONAL BOARD by the PARTIES on July 21, 2015 and was conditionally approved by the REGIONAL BOARD on August 25, 2015; and

WHEREAS, a final CIMP satisfying REGIONAL BOARD conditions was submitted to the REGIONAL BOARD by the PARTIES on September 24, 2015; and

WHEREAS, the draft EWMP was submitted to the REGIONAL BOARD by the PARTIES on June 28, 2015 and is anticipated to be approved by the REGIONAL BOARD; and

WHEREAS, monitoring pursuant to the approved CIMP must commence within 90 days of the REGIONAL BOARD'S approval of the CIMP; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work (CIMP Implementation Scope of Work) to obtain a consultant to assist the PARTIES with implementing the CIMP and complying with certain other elements of the MS4 Permit (CIMP IMPLEMENTATION CONSULTANT), as specified in the CIMP Implementation Scope of Work attached hereto as Exhibit C, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES collaboratively agreed upon a final Scope of Work (CIMP Coordination Scope of Work) to obtain a consultant to assist the PARTIES in watershed planning and coordination (CIMP COORDINATION CONSULTANT), as specified in the CIMP Coordination Scope of Work attached hereto as Exhibit D, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose to hire a CIMP IMPLEMENTATION CONSULTANT as set forth in Section 6(a), below, to implement the CIMP and prepare CIMP Annual Reports and periodic data submittals in compliance with the MS4 Permit; and

WHEREAS, the PARTIES propose to hire a CIMP COORDINATION CONSULTANT as set forth in Section 6(a), below, to coordinate watershed activities and prepare the Watershed Joint Annual Reports for submittal to the REGIONAL BOARD; and

WHEREAS, the PARTIES have determined that hiring a CIMP COORDINATION CONSULTANT to coordinate watershed activities and a CIMP IMPLEMENTATION CONSULTANT to jointly implement the CIMP will be beneficial to the PARTIES, and they have agreed to contribute funds to THE CITY OF MANHATTAN BEACH, who will act on behalf of the PARTIES to contract with the respective CIMP COORDINATION CONSULTANT and CIMP IMPLEMENTATION CONSULTANT for watershed coordination and CIMP implementation; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the actual costs of CIMP coordination and/or CIMP implementation, as estimated in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 2 of Exhibit A of this MOU; and

WHEREAS, the PARTIES have agreed that the total cost for CIMP coordination and the total cost for CIMP implementation shall not exceed the costs set forth in Table 1 of Exhibit A, which include a five percent (5%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU; and

WHEREAS, individual NPDES permit holders that are not MS4 Permittees may wish to participate in CIMP implementation for their individual permit compliance; and

WHEREAS, the PARTIES agree to allow other individual NPDES permit holders to participate in CIMP implementation without being a party to this MOU, in order to minimize the costs of CIMP implementation to the PARTIES; and

WHEREAS, the PARTIES authorize the CITY OF MANHATTAN BEACH to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOU) for CIMP implementation cost sharing purposes only.

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

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

Section 2. Purpose. The purpose of this MOU is to cooperatively fund CIMP coordination and CIMP implementation and to coordinate the payment and performance of CIMP coordination and reporting services and CIMP monitoring and reporting services.

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

Section 4. Voluntary. This MOU is voluntarily entered into for CIMP coordination and CIMP implementation.

Section 5. Term. This MOU shall become effective on the date of execution by all of the PARTIES (EFFECTIVE DATE), and shall remain in effect until December 31, 2018, with the option to extend the term by unanimous written concurrence of all PARTIES. If the MOU term is extended, the total annual cost to the PARTIES under this MOU shall not exceed Fiscal Year 2017-2018 costs as estimated in Table 1 of Exhibit A, adjusted May to May by the Consumer Price Index, Urban Wage Earners and Clerical Workers' for Los Angeles County per cost of living adjustment. The PARTIES may exercise the option to extend this MOU by one calendar year, up

to two years, and upon exercise of the option, the term of the MOU shall be automatically extended.

Section 6. The CITY OF MANHATTAN BEACH agrees:

a. Consultant Services. To contract with a CIMP COORDINATION CONSULTANT to perform the CIMP Coordination Scope of Work and any subsequent changes agreed upon by the PARTIES; and to contract with a CIMP IMPLEMENTATION CONSULTANT to perform the CIMP Implementation Scope of Work, and any subsequent changes to the CIMP that may be agreed upon by the PARTIES and approved by the REGIONAL BOARD. The CITY OF MANHATTAN BEACH will follow all of its applicable procurement requirements in the selection of the consultants.

b. LACFCD Facilities/Mass Emissions Station. To ensure that the CIMP IMPLEMENTATION CONSULTANT obtains any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES) and provides written notice 72 hours in advance of the first entry into LACFCD's FACILITIES.

c. Report. To submit reports to the REGIONAL BOARD as required by the MS4 Permit and/or described in the CIMP Implementation Scope of Work and to distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. The CITY OF MANHATTAN BEACH will provide the PARTIES with an electronic copy of the draft and completed reports within seven (7) business days after receipt from the CIMP COORDINATION CONSULTANT and a draft and completed CIMP Integrated Monitoring Compliance Report within seven (7) business days after receipt from the CIMP IMPLEMENTATION CONSULTANT. In addition, the CITY OF MANHATTAN BEACH will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the PARTIES.

d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The annual payments for the fiscal year period of July 1 through June 30 will be invoiced in July of that fiscal year, except for the first invoice, which will be issued upon the execution of this MOU by all PARTIES. At the end of each fiscal year, any unused funds will be rolled over and used towards future years for CIMP coordination and/or CIMP implementation.

e. Administration. To administer the consultant contracts and contracted services including, but not limited to, the collection and distribution of funds under this MOU.

f. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the CIMP COORDINATION CONSULTANT and CIMP IMPLEMENTATION CONSULTANT

contracts and for CIMP coordination and CIMP implementation activities. The CITY OF MANHATTAN BEACH will provide an accounting of funds expended and remaining at the end of each fiscal year.

g. Termination. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY OF MANHATTAN BEACH shall return any unused portion of all funds deposited with the CITY OF MANHATTAN BEACH in accordance with the cost allocation formula set forth in Table 2 of Exhibit A. In the event of a shortfall, the CITY OF MANHATTAN BEACH will invoice the PARTIES in accordance with the same formula.

h. Permit. To make a full-faith effort to work with the CIMP IMPLEMENTATION CONSULTANT to obtain all necessary permits at no cost for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 7. The LACFCD agrees:

a. Contribution to CIMP Implementation. To contribute 5% of the CIMP Implementation costs (including a 10% contingency and 5% administrative fee) in accordance with the cost allocation formula set forth in Table 2 of Exhibit A.

b. LACFCD Mass Emissions Station (MES) Monitoring. To provide available monitoring data from the existing MES owned and operated by the LACFCD within the Beach Cities Watershed Management Area.

c. Additional Monitoring at LACFCD Mass Emissions Station. To coordinate with the CITY OF MANHATTAN BEACH to provide monitoring data required by the CIMP collected at its MES and other monitoring locations outside the Beach Cities Watershed Management Area.

d. Access to LACFCD Facilities/Mass Emissions Stations. To permit and grant access to the CITY OF MANHATTAN BEACH and the CIMP IMPLEMENTATION CONSULTANT to LACFCD FACILITIES, including the LACFCD MES, within the Beach Cities Watershed Management Area to achieve the purposes of this MOU, provided the CIMP IMPLEMENTATION CONSULTANT obtains a permit and provides written notice 72 hours in advance of first entry into LACFCD's FACILITIES.

Section 8. The PARTIES further agree:

a. Payment. To fund the cost of CIMP coordination and CIMP implementation and to pay the CITY OF MANHATTAN BEACH a 5% Administration Fee as described in Table 1 of Exhibit A, which shall not exceed the invoice amounts as shown in Table 2 of Exhibit A,

within sixty (60) days of receipt of the invoice from the CITY OF MANHATTAN BEACH. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES. The PARTIES agree that Manhattan Beach may amend consultant contracts not to exceed MOU costs; provided however, Manhattan Beach notifies the PARTIES of the proposed changes and obtains written approval of the PARTIES. Changes in the CIMP may be required pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed will require written approval of the PARTIES.

b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the CIMP COORDINATION CONSULTANT and the CIMP IMPLEMENTATION CONSULTANT that is deemed necessary by the PARTIES for CIMP coordination and CIMP implementation.

c. Access. Each PARTY will allow reasonable access and entry to the CIMP IMPLEMENTATION CONSULTANT, on an as needed basis during the term of this MOU, to each PARTY'S storm drain system facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S facilities, the CIMP IMPLEMENTATION CONSULTANT shall obtain any required permits or any other approval from such PARTY and provide notice in advance of entry to the applicable PARTY (in accordance with the applicable PARTY's notification policy).

d. Permit. Each PARTY will make a full-faith effort to work with the CIMP IMPLEMENTATION CONSULTANT to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY's jurisdiction.

e. Data Sharing. The PARTIES agree to share all pertinent monitoring data collected outside of the scope of this MOU with all other PARTIES to this MOU.

Section 9. Indemnification

In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, each PARTY to this MOU, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, hereby agrees to and shall indemnify and hold harmless the other PARTIES, and their elected officials, officers, agents, and employees from and against any and all losses, liability, damages, claims, suits, actions, and administrative proceedings or demands (including reasonable attorney's fees) relating to acts or omissions of the indemnitor, its officers, agents, or employees arising out of or incidental to the performance of any of the provisions of this MOU. Neither PARTY assumes liability for the acts or

omissions of persons other than each PARTY's respective officers, agents, or employees. In the event judgment is entered against the PARTIES because of joint or concurrent negligence of the PARTIES, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a Court of competent jurisdiction. This section shall survive termination of the MOU.

Section 10. Termination and Withdrawal

a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CIMP COORDINATION CONSULTANT and the CIMP IMPLEMENTATION CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

b. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the CIMP coordination and CIMP implementation costs through the end of the then current reporting year (July 1 through June 30), including costs for reporting of data and results during the reporting year in which the PARTY withdraws. The withdrawing PARTY will be invoiced during the subsequent fiscal year for its proportional share of any reporting costs incurred for the reporting year in which the withdrawal took place. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by March 1, the withdrawing PARTY shall also be responsible for its share of the CIMP coordination and CIMP implementation costs through the end of the following fiscal year (e.g., if a PARTY withdraws on March 2, 2016, the withdrawing PARTY is responsible for its share of costs for both fiscal year 2015-2016 and fiscal year 2016-2017; if the withdrawing PARTY withdraws on or before March 1, 2016, it is responsible for costs only for fiscal year 2015-2016, not for fiscal year 2016-2017). Such CIMP coordination and CIMP implementation costs shall include the remaining fees of the CIMP COORDINATION CONSULTANT and CIMP IMPLEMENTATION CONSULTANT retained by the CITY OF MANHATTAN BEACH through the end of the applicable fiscal year(s). The effective date of withdrawal shall be the sixtieth day after the CITY OF MANHATTAN BEACH receives written notice of a PARTY'S intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES will work with the CIMP IMPLEMENTATION CONSULTANT to adjust CONSULTANT fees for the reduced scope of work and will work in good faith to amend this MOU to produce a revised cost allocation formula consistent with the revised CIMP area.

c. Each PARTY shall be responsible for its proportional share of the CIMP coordination and CIMP implementation costs incurred through the completion of all requirements of the

fiscal year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

d. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU and funding already provided, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.

e. THE CITY OF MANHATTAN BEACH shall notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. Should the default be failure to provide funding, then the defaulting PARTY will be withdrawn from the MOU and costs will be adjusted pursuant to Section 10(b) above.

Section 11. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.

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

deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

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

e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 8(a) or withdraws pursuant to Section 10(b) or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(d).

f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

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

j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

Section 12. Non-PARTY participants

a. Other NPDES Permit Holders. Individual or general NPDES permit holders who are not PARTIES to this MOU, but wish to participate in CIMP implementation in order to utilize the CIMP monitoring data to satisfy all or part of the monitoring and reporting requirements in their NPDES permits, may become participants by executing an agreement with the CITY OF MANHATTAN BEACH to participate in CIMP implementation. The agreement, at a minimum, shall contain a commitment to pay annually an amount agreed to by the PARTIES. Payment must be received within sixty (60) days of receipt of the invoice from THE CITY OF MANHATTAN BEACH.

b. Participant Status. An NPDES permit holder accepted as a participant shall not be a party to this MOU and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to the PARTIES of this MOU. Participant status entitles an NPDES permit holder only to be listed as a participant in required reports and to receive the monitoring data collected as part of the CIMP implementation for the monitoring year in which the NPDES permit holder has paid its annual payment.

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

[SIGNATURE PAGES FOLLOW]

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: Christopher Stone
for GAIL FARBER, Chief Engineer

Date: 3-14-16

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Erik Carl
Deputy

CITY OF MANHATTAN BEACH

By: _____ Date: 4/12/16
Mark Danaj
City Manager

ATTEST:

By: _____ 4-12-16
Liz Tamura
City Clerk

APPROVED AS TO FORM:

By: _____
Special Counsel

CITY OF TORRANCE

By: _____ Date: 7-11-16

Patrick J. Furey, Mayor

ATTEST:

By: _____

Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: _____

John Fellows, City Attorney

CITY OF REDONDO BEACH

By: _____ Date: 02/16/2016

Steve Aspel, Mayor

ATTEST:

By: _____

Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: _____

Mike Webb, City Attorney

CITY OF HERMOSA BEACH

By: _____ Date: 2/9/16
Carolyn Petty
Mayor

ATTEST:

By: _____
Elaine Doerfling
City Clerk

APPROVED AS TO FORM:

By: _____
Michael Jenkins, City Attorney

EXHIBIT A

Beach Cities Watershed

Funding Contributions for CIMP Implementation and Coordination

Table 1. CIMP Implementation and Coordination Total Costs

Task #[a]	Description	FY 15/16 Cost	FY 16/17 Cost	FY 17/18 Cost
1	Project Management, Communications, Meetings	$76,547	$57,568	$57,568
2	Health and Safety Plan/Traffic Control Plan/Permits	$17,931	$7,288	$7,288
3	Receiving Water Monitoring	$91,173	$89,941	$90,073
4	Stormwater Outfall Monitoring	$77,686	$64,145	$67,610
5	Non-Stormwater Outfall Monitoring	$51,524	$50,444	$59,708
6	Data Assessment and Reporting	$59,501	$42,251	$42,251
7[b]	CIMP Coordination	$80,000	$80,000[c]	$80,000[c]
CIMP Implementation Subtotal		**$454,362**	**$391,637**	**$404,498**
Administrative Cost[d]		**$22,718**	**$19,582**	**$20,225**
Contingency Factor		**1.1**	**1.1**	**1.1**
CIMP Implementation Total Cost		**$524,788**	**$452,341**	**$467,195**
LACFCD Allocation (5%)[e]		**$26,239**	**$22,617**	**$23,360**
Total Cost (to be distributed among remaining agencies)[f][g]		**$498,549**	**$429,724**	**$443,835**

(a) Except where noted, "Task #" refers to the CIMP Implementation Consultant's scope of work.

(b) CIMP Coordination costs based on Task 7 of the executed contract between The City of Manhattan Beach and McGowan Consulting.

(c) Costs may increase annually by CPI, subject to written agreement by all parties to this MOU.

(d) Administrative costs are 5% of the CIMP Implementation Subtotal

(e) LACFCD allocation is 5% of the CIMP Implementation Total Cost

(f) Total Cost to be distributed among remaining agencies includes CIMP Implementation Total Cost less LACFCD allocation

(g) Remaining agencies include the Cities of Manhattan Beach, Redondo Beach, Hermosa Beach, and Torrance

Table 2. Distributed Total Costs[a]

Participating Agency	Area		Distributed Total Cost		
	Total CIMP Area	% of Total CIMP Area	FY1516	FY1617	FY1718
City of Redondo Beach	3,831	25%	$125,634	$108,290	$111,847
City of Manhattan Beach	2,428	16%	$73,877[c]	$68,326	$70,570
City of Hermosa Beach	832	5%	$27,420	$23,635	$24,411
City of Torrance	8,126	53%	$266,225	$229,472	$237,008
LACFCD[b]	N/A	N/A	$26,239	$22,617	$23,360
Total	**15,217**	**100%**	**$519,395**	**$452,340**	**$467,196**

(a) Distributed Total Cost is based on percentage of CIMP area and includes CIMP Implementation Total Cost (including contingency and administration) less LACFCD for all agencies except LACFCD.

(b) LACFCD allocation is 5% of the CIMP Implementation Total Cost (including contingency and administration).

(c) The City of Manhattan Beach paid upfront for the development of the CIMP Implementation RFP and MOU, in addition to other CIMP coordination activities. Therefore, they have been credited with their share of CIMP coordination expenditures through December 2015.

EXHIBIT B

BEACH CITIES WMG
EWMP/CIMP GROUP
Responsible Agencies Representative

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 318-0661 x2036 Fax: (310) 374-4828
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Kristy Morris E-mail: kmorris@hermosabch.org Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Raul Saenz E-mail: rsaenz@citymb.info Phone: (310) 802-5315 Fax: (310) 802-5314
4	City of Torrance Department of Public Works 20500 Madronna Avenue Torrance, CA 90503	John C. Dettle, P.E. E-mail: jdettle@TorranceCA.gov Phone: (310) 618-3059 Fax: (310) 781-6902
5	Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803	Angela George E-mail: ageorge@dpw.lacounty.gov Phone: (626) 458-4300 Fax: (626) 457-1526

EXHIBIT C

COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) IMPLEMENTATION SCOPE OF SERVICES

Task 1 Project Management, Communications and Meetings

The Consultant will provide project management services to ensure the project is delivered on schedule and within budget. The Consultant shall:

1.1. Provide a detailed schedule to complete all the tasks of this Scope of Services to be approved by the Beach Cities Watershed Management Group (WMG). This schedule may be updated as necessary and as approved by Beach Cities WMG. Due dates will be determined based upon regulatory compliance deadlines.

1.2. Perform project management duties including coordinating with CIMP Coordination Consultant, coordination calls, and providing an explanation of the work completed, work to be done, and work that was not completed according to the Scope of Services and why.

1.3. Prepare for and attend meetings of the Beach Cities WMG. Consultant shall attend meetings quarterly, unless otherwise instructed by the City of Manhattan Beach.

1.4. Attend, participate, or support the Beach Cities WMG in meetings with other watershed management program groups, Los Angeles Regional Water Quality Control Board (Regional Board) staff, City Councils, County staff, stakeholders, and/or other consultants as necessary to deliver the project. Consultant shall attend at least four meetings, unless otherwise instructed by the City of Manhattan Beach.

1.5. The Consultant will be responsible for obtaining any necessary permits including encroachment permits from the Los Angeles County Flood Control District (LACFCD), or the applicable agency, for access to and monitoring within LACFCD or agency-owned storm drains, channels, catch basins and similar properties (FACILITIES). The Consultant shall provide notice in advance of entry to LACFCD's or applicable agency's FACILITIES in accordance with LACFCD or applicable agency's notification policy.

1.6. Provide a memorandum detailing sampling team activation procedures with decision criteria, rain gauge or website information, field reports forms, identified staff supporting sampling, and contact information to the Beach Cities WMG for review. The Consultant will notify the City Contact by telephone and the CIMP Coordination Consultant by email 48 hours prior to the arrival of a qualifying storm.

1.7. Prepare a memorandum with options of the type of monitoring equipment to be installed or used at each TMDL receiving water site and stormwater outfall site. The memorandum shall include pros and cons of the options, timeline, and costs associated with acquiring permits, installation, and operation and maintenance. The memorandum shall also discuss the method to be used for sampling to assess sediment borne loading of DDT and PCBs through stormwater outfall monitoring.

1.8. Prior to the first monitoring event Consultant shall submit information indicating that the selected testing laboratory is ELAP certified and will be capable of performing the water quality analysis meeting the approved/modified laboratory detection and reporting limits and QA/QC requirements described in the Approved Beach Cities CIMP, and the Santa

Monica Bay Beaches Bacteria TMDL Coordinated Shoreline Monitoring Program (SMBBB TMDL CSMP).

1.9. Prior to the first monitoring event Consultant shall prepare and submit an exceedance notification and action plan describing the procedures and time frame the Consultant will follow in notifying the Beach Cities agencies of water quality exceedances as well as follow up actions to be taken. For example, dry-weather receiving water exceedances of the REC-1 standards under the SMBBB TMDL require resampling on subsequent days until the fecal indicator bacteria results are no longer above the REC-1 standards.

1.10. Develop a memorandum that prioritizes source investigation of outfalls with significant discharge based on the Beach Cities WMG's determination of outfalls with significant discharge. The memorandum will include the Consultant's recommendation on the procedures and schedule for source investigation.

1.11. As directed by the City staff, prepare a letter requesting the Regional Board's approval for modifying the Approved Beach Cities CIMP, such as removing constituents, modifying sampling methods, reducing monitoring frequencies, or relocating monitoring sites.

Task 2 Health and Safety Plan, Traffic Control Plan and Encroachment Permits

The proposed work shall be performed by the Consultant and its sub-contractor(s) in accordance with the requirements of California Occupational Health & Safety (Cal-OSHA). Although accessibility was considered when selecting the monitoring locations, it is the responsibility of selected Consultant to take all appropriate measures with respect to health and safety considerations and access conditions including, if necessary to protect health and safety, relocation of monitoring locations. The Consultant shall provide the City Contact with three (3) copies of a Site Health and Safety Plan (SHSP) prior to the start of any fieldwork in the beginning of each fiscal year. The SHSP shall address site-specific safety concerns at all monitoring sites including, but not limited to, permit required confined-space entry safety requirements, potential for vandalism, sites' accessibility, lane closures, storm drain laterals, etc. The SHSP will also address procedures and practices for:

- Acceptable entry conditions;
- Testing, monitoring, communications and lighting equipment;
- Barriers and shields;
- Ladders; and
- Retrieval of devices.

The Consultant is responsible for preparing and submitting traffic control plans to the agency with jurisdiction over each monitoring site within the public rights-of-way. Consultant is also responsible for obtaining a no-fee encroachment permit and purchasing a business license, if required, as a condition of the encroachment permit.

Task 3 Receiving Water Monitoring

Receiving water monitoring is intended to assess water quality relative to water quality objectives, impacts to beneficial uses, and trends in pollutant concentrations. The objectives of the receiving water monitoring include the following from Attachment E, Part II.E.1 of the Los Angeles County Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 (Permit):

- determine whether the receiving water limitations are being achieved;
- assess trends in pollutant concentrations over time, or during specified conditions; and
- determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

The shoreline monitoring sites will be used specifically to assess attainment of REC-1 beneficial uses, while the nearshore monitoring locations will be used to assess all other beneficial uses of Santa Monica Bay as described in the Los Angeles Regional Water Quality Control Board Basin Plan.

3.1 Santa Monica Bay Near-Shore Receiving Water Monitoring.

Two (2) new near-shore monitoring locations in the Santa Monica Bay (approximately 1,000 feet from the shoreline at the 30-foot depth contour) are to be sampled from a boat placed in line with the 28th Street storm drain in Manhattan Beach and with the Herondo storm drain at the Hermosa Beach/Redondo Beach city line. A fact sheet for each monitoring location is provided in Appendix C of the Approved Beach Cities CIMP. These receiving water monitoring locations will be sampled and analyzed for the Permit-required suite of analytical parameters (listed in Table 6 of the Approved Beach Cities CIMP) designed to assess the impacts from the storm drain discharges on water quality in marine receiving waters.

Receiving water monitoring site RW-BCEG-1 will be located in the nearshore zone in line with outfall OF-BCEG-1 in the jurisdiction of the City of Manhattan Beach, while RW-BCEG-2 will be located in the nearshore zone in line with the major storm drain outfall at Herondo Street and SMB 6-1 shoreline monitoring location at the boundary line between the jurisdictions of Hermosa Beach and Redondo Beach. Samples will be collected at the point of initial dilution of a stormwater plume from the relevant outfall which will be dependent on the intensity of a qualifying storm event and of the current velocity and wave mixing action. Samples will be collected via boat in accordance with the City of Los Angeles Environmental Monitoring Division (EMD) standard operating procedures. Per Los Angeles County ordinance, no hard bottom boats can be in operation within 300 yards (900 feet) of the beach due to safety concerns. Therefore, the sampling will be conducted 1,000 feet away from the shoreline (approximately the 30 foot bathometric contour), and will be conducted using manual grab sampling methods. Table 3 of the Approved Beach Cities CIMP identifies the receiving water monitoring locations by latitude and longitude and Figure 6 of the Approved Beach Cities CIMP presents the site locations.

Wet-weather monitoring will be conducted three times per year for all parameters listed in Table 6 of the Approved Beach Cities CIMP except for aquatic toxicity, which will be performed twice per year consistent with Part VI.C.1.a of Attachment E of the Permit. However, Consultant shall provide for up to three (3) aquatic toxicity samples per year in the receiving water in case a resample is needed to verify a failed toxicity test. The Permit Appendix E, Table E-2 parameters will be monitored during the first significant rain event of the storm year. For pollutants identified in Table E-2 of the Monitoring and Reporting Program (MRP) that are not detected at the Method Detection Limit (MDL) or the result is below the lowest applicable water quality objective, additional monitoring will not be conducted. For pollutants detected above the lowest applicable

water quality objective, future monitoring will be conducted at the frequency specified in the MRP (i.e., the monitoring frequency will become 3 wet weather events per year).

Wet-weather monitoring will target the first significant rain event of the storm year following the criteria outlined in Part VI.C.b.iii of Attachment E of the Permit, and at least two additional wet-weather events within the same wet-weather season. Although wet-weather is defined as a storm event of greater than or equal to 0.1 inches of precipitation, as measured from at least 50 percent of the Los Angeles County controlled rain gauges within the watershed, mobilization for wet-weather monitoring will be triggered by forecasts of at least 0.25 inches of rainfall at a 70% probability at least 24 hours prior to the event start time per Part VI.C.b.iii of Attachment E of the Permit. Sampling events shall be separated by a minimum of 3 days of dry conditions per VI.C.b.iii of Attachment E of the Permit. Consultant shall document the predicted rainfall amount that triggered mobilization for the event. Wet-weather receiving water monitoring will be performed contemporaneously with stormwater outfall monitoring to be reflective of potential impacts from MS4 discharges. Parameters to be collected and sampling frequencies to address the receiving water monitoring requirements of the MRP are summarized in Table 6 of the Approved Beach Cities CIMP.

Dry-weather Santa Monica Bay Near-shore Receiving Water Monitoring for Santa Monica Bay is not in the Approved Beach Cities CIMP except for the weekly fecal indicator bacteria monitoring described below.

3.2 Santa Monica Bay Bacteria TMDL Shoreline Monitoring.

Monitoring will be conducted at seven (7) coordinated shoreline monitoring locations for fecal indicator bacteria (FIB) consistent with the SMBBB TMDL. Samples will be collected at ankle-depth, in the wave wash zone, at the same frequency and at the same locations as specified in the approved SMBBB TMDL CSMP consistent with the SMBBB TMDL. These locations are listed along with latitude and longitude coordinates in Table 5 of the Approved Beach Cities CIMP as:

- SMB 5-1 40th Street in Manhattan Beach
- SMB 5-3 Manhattan Beach Pier point zero (in alignment with storm drain outlet)
- SMB 5-5 Hermosa Beach Pier
- SMB 6-2 Redondo Beach Pier
- SMB 6-3 Sapphire Street in Redondo Beach point zero (in alignment with storm drain outlet)
- SMB 6-5 Avenue I in Redondo Beach point zero (in alignment with storm drain outlet)
- SMB 6-6 Malaga Cove in Torrance

Weekly monitoring is conducted on Monday mornings with additional accelerated monitoring conducted on subsequent days when triggered in response to exceedances of the single-sample objectives on dry-weather days as described in the SMBBB TMDL CSMP. Additional information regarding these monitoring locations is found in the SMBBB TMDL CSMP.

A field data sheet specified in the SMBBB TMDL CSMP is also to be completed which includes observation of field conditions and outfall flow conditions for applicable zero point sites.

Michelson Laboratories has been performing this sampling and analysis for the past ten years--Consultant is free to engage the services of Michelson Laboratories [562-928-0553, Steve Roesch] for both the sample collection and analysis or to provide these scope elements using alternate field personnel and/or laboratory services.

Task 4 Stormwater Outfall Monitoring

Four (4) Santa Monica Bay and three (3) Dominguez Channel stormwater outfall based monitoring locations have been chosen for the Beach Cities WMG. These monitoring locations were chosen in order to provide a representative outfall monitoring location from each city area discharging to each watershed. One stormwater outfall monitoring site located at the Torrance Carson Lateral (OF-BCEG-7) will be monitored during each of three required wet-weather events on an annual basis, while the remaining six (6) stormwater outfall monitoring sites will be monitored on an alternating annual basis. The stormwater outfall monitoring program is discussed in Section 4 of the Beach Cities CIMP. Monitoring locations are described in Table 8 of the CIMP and a fact sheet for each monitoring location is provided in Appendix C of the CIMP. Figure 8 of the CIMP is a map of the stormwater outfall monitoring locations.

As discussed in Section 4.3 of the CIMP, stormwater outfall water quality samples will be manually collected and composited at 20-minute increments over a three-hour period during a storm event, however an automated sampler programmed to collect flow-weighted composite samples may replace manual collection based on a determination of cost effectiveness and improved safety. Analytes with short holding times, such as bacteria, cyanide, oxygen demand, or oil and grease, along with field parameters, will always be collected as grab samples, typically late in the storm event, although not necessarily as the last sample collected. Stormwater outfall monitoring sites will be monitored for three storm events per year, in coordination with receiving water monitoring, for all required constituents except aquatic toxicity. The requirements for monitored constituents at each outfall are described in Attachment E to the Permit Part VIII.B.1.c. and summarized in Table 17 of the CIMP. Additional screening parameters will be analyzed at an outfall monitoring location if an exceedance of a parameter's lowest applicable water quality objective is found at the paired downstream receiving water monitoring location. Monitoring for these additional parameters will continue until the paired receiving water monitoring results demonstrate the samples are below applicable criteria, or when the monitoring data analysis sufficiently shows that the outfall discharge is not contributing to the receiving water exceedance. Field measurements will include flow, pH, dissolved oxygen, temperature and specific conductivity.

4.1 In the first year of monitoring, three stormwater outfall monitoring sites in Group 1, two within Santa Monica Bay and one in Dominguez Channel watershed, will be monitored for the required wet-weather events. During the following year the remaining three stormwater outfall monitoring sites in Group 2 will be monitored. Each group of monitoring sites will be monitored in alternating years. Table 9 of the CIMP presents a rotation schedule for the six stormwater outfall monitoring sites, however due to delay in review and approval of the CIMP, the first year of monitoring will be storm year 2015-16, so the rotation schedule shall be shifted accordingly.

4.2 Outfall monitoring site OF-BCEG-7 (Torrance Carson Lateral) will be monitored during each of the three (3) required wet-weather events on an annual basis.

4.3 Aquatic toxicity will be monitored when triggered by observed receiving water toxicity—

specific guidance for determining when to conduct follow-up outfall toxicity monitoring is provided in the Memorandum from Samuel Unger, Executive Officer, Los Angeles Regional Water Quality Control Board – August 7, 2015. Consultant shall provide for up to two (2) stormwater outfall monitoring locations will require toxicity monitoring each year. Aquatic toxicity analysis shall be conducted by an accredited laboratory with up-to-date accreditation for the analytical test.

Task 5 Non-Stormwater Outfall Monitoring

Non-stormwater outfall monitoring sites will be determined at the conclusion of outfall screening conducted by the Beach Cities WMG and source identification investigations of significant non-stormwater discharges following the process outlined in the flow chart in Figure 16 of the CIMP. The Beach Cities WMG individual agencies are conducting screening of Santa Monica Bay outfalls and direct outfalls on the Dominguez Channel as described in Section 5.2 of the Approved Beach Cities CIMP. The Beach Cities WMG will rely on results of screening by down stream agencies to identify potential significant indirect non-stormwater discharges to Dominguez Channel.

Outfalls with significant non-stormwater discharge will be prioritized for source identification as discussed in Section 5.4 of the Approved Beach Cities CIMP. Source identification will be conducted in accordance with Section 5.5 of the Approved Beach Cities CIMP.

Significant non-stormwater outfall monitoring sites will be sampled by collection of grab samples for two events per year in coordination with downstream receiving water dry-weather monitoring. Sampling will occur during days when precipitation is <0.1 inch and not less than 3 days following a rain day (those days with ≥0.1 inches of rain). Non-stormwater outfalls with significant flow will be monitored for all required constituents, per receiving water bodies, as outlined in Part IX.G.1.a-e of Attachment E of the Permit, except toxicity. A summary of the constituents to be monitored by watershed is listed in Table 19 of the CIMP. Toxicity monitoring is only required when triggered by recent receiving water toxicity monitoring where a TIE on the observed receiving water toxicity test was inconclusive—specific guidance for determining when to conduct follow-up outfall toxicity monitoring is provided in the Memorandum from Samuel Unger, Executive Officer, Los Angeles Regional Water Quality Control Board – August 7, 2015.

5.1.1 Conduct source investigation of outfalls with significant discharge as discussed in Section 5.5 of Approved Beach Cities CIMP in accordance with the procedures and schedule approved by the Beach Cities WMG. The Consultant shall submit a memorandum identifying the source(s) of the discharge and recommendations for the next step.

5.1.2 The first phase of the source investigation shall be completed for 25% of the outfalls with significant discharge as soon as possible following notice to proceed and shall include the outfall associated with Observation Site O-7. The memorandum shall be submitted to Beach Cities WMG within 30 calendar days after completion of the source investigation. Consultant shall provide for up to two (2) outfalls including the outfall at O-7.

5.1.3 The second phase of the source investigation shall be completed for 25% of the outfalls with significant discharge no later than December 28, 2016, and the

memorandum shall be submitted to Beach Cities WMG within 30 calendar days after completion of the source investigation. Consultant shall provide for up to two (2) outfalls will require source identification by December 28, 2016.

5.1.4 The third and last phase of the source investigation shall be completed for the remaining 50% of the outfalls with significant discharge no later than December 28, 2017, and the memorandum shall be submitted to Beach Cities WMG within 30 calendar days after completion of the source investigation. Consultant shall provide for up to four (4) outfalls will require source identification by December 28, 2017.

5.1.5 Collect and analyze monitoring data at those non-stormwater outfall sites determined by Beach Cities WMG to require monitoring. The monitoring parameters and procedures shall follow the Approved Beach Cities CIMP. The Consultant shall submit a post-event memorandum within 30 calendar days after each non-stormwater outfall monitoring event. Consultant shall provide for up to three (3) significant non-stormwater monitoring sites will need to be monitored consistent with Attachment E of the Permit, Part IX.G.

5.2 Conduct toxicity monitoring for non-stormwater outfalls when triggered by external receiving water monitoring data at the downstream Dominguez Channel or Torrance Lateral receiving water monitoring locations. Consultant shall provide for up to two (2) non-stormwater outfall monitoring locations will require toxicity monitoring.

5.3 Incorporate the inventory of MS4 Outfalls with non-stormwater discharges into the GIS database of MS4 storm drains, channels and outfalls that was prepared as part of the CIMP. Annually update prior to June 30th the inventory of MS4 Outfalls with non-stormwater discharges with characterization data as described in Section 5.3 of the Approved Beach Cities CIMP and in Attachment E Part IX.D of the Permit. The Consultant will be provided completed field data sheets from initial outfall screening events along with photographs of outfall condition at the time of screenings to be incorporated into the GIS database. The Consultant will also be provided an electronic copy of the GIS data files of MS4 storm drains, channels and outfalls that was prepared as part of the CIMP as discussed in Section 3.2 of the CIMP.

Task 6 Data Assessment and Reporting

6.1 Monitoring records must be provided to the City Contact within 14 days of a sampling event. Records of monitoring information will include:

- Chain of custody record sheet showing date/time samples were delivered to the laboratory
- Field sampling sheet with date, time of sampling or measurements, exact location in GPS coordinates, weather conditions, and rainfall amount for relevant storm event
- Individual(s) performing the field sampling or measurements
- Results of laboratory analyses including QA/QC data
- A narrative describing samples that did not meet QA/QC requirements and remediation actions
- Data sheets showing toxicity test results, if applicable

6.2 SMBBB TMDL Shoreline Monitoring Weekly and Monthly Data Submittal

Shoreline monitoring data shall be sent to the Regional Board following each sample event. Currently the procedure is that City of Redondo Beach staff receives the raw data from Michelson Laboratory and saves it in an Excel spreadsheet. The data is then imported into a Microsoft Access database. From the Access database, a summary report is generated and sent out weekly (including to the Regional Board). Responsibility for this reporting is to be assumed by the Consultant--City of Redondo Beach will provide the existing Access database to facilitate this transition.

Monthly data reports shall also be submitted to the Regional Board as well as other recipients via email by the last day of the month for data collected during the previous month. The monthly report will include all the weekly data reported with additional information on the monitoring (i.e., time of collection, person who sampled).

6.3 Semi-annual data submission

The Consultant shall prepare Semi-Annual Data Reports as described in the Approved Beach Cities CIMP that meet the requirements of the MRP (Attachment E of the Permit). Provide data in both Stormwater Monitoring Coalition (SMC) and California Environmental Data Exchange Network (CEDEN) formats. The transmitted data will be in the most recent update of the Southern California Municipal Stormwater Monitoring Coalition's (SMC) Standardized Data Transfer Formats (SDTFs) and sent electronically to the Regional Board at losangeles@waterboards.ca.gov with the subject line "LA County MS4 Permit – Beach Cities WMG Monitoring Data". The SMC SDTFs can be found at the Southern California Coastal Water Research Project (SCCWRP) web page http://www.sccwrp.org/data/DataSubmission.aspx If exceedances are present, the monitoring data shall highlight exceedances of the following: Applicable WQBELs, RWLs, Action Levels, Municipal Action Levels (MALs), and/or Aquatic toxicity thresholds for all test results, with corresponding sampling dates per receiving water monitoring station. All sample results that exceeded one or more applicable thresholds shall be readily identified. The Consultant shall:

6.3.1 Submit the Semi-Annual Data Report for the CIMP Implementation period from July 1 to December 31 no later than April 15 of each year.

6.3.2 Submit the Semi-Annual Data Report for the CIMP Implementation period from January 1 to June 30 no later than October 15 of each year.

6.4 External Data Assessment

The Consultant will be responsible for assembling and assessing the suitability of externally generated data and for incorporating the data described below along with internally generated data into the annual Integrated Monitoring Compliance Report (IMCR).

6.4.1 SMBBB TMDL monitoring for FIB is conducted by Los Angeles County Department of Health Services on Mondays at four (4) shoreline monitoring locations within the Beach Cities WMG: SMB 5-2, SMB 5-4, SMB 6-1 and SMB

6-4. City of Los Angeles Environmental Monitoring Divisions conducts shoreline monitoring for FIB consistent with the SMBBB TMDL CSMP within the Beach Cities WMG at SMB 5-2 and SMB 6-1 on Tuesdays, Wednesdays, Thursdays and Fridays. This data is currently received by staff at City of Redondo Beach and stored in a Microsoft Access database – these data files will be provided to the Consultant and the Consultant will be added to the City of Los Angeles and LA County Department of Health Services email distribution for future receipt of the data so that Consultant can assume the data management duties from City of Redondo Beach. The Consultant will be responsible for reviewing and incorporating this external data into the annual IMCR for the Beach Cities WMG.

6.4.2 As summarized and presented in Appendix A and Appendix B of the Approved Beach Cities CIMP, an existing mass emissions station along the Dominguez Channel (S28), at the intersection of the Dominguez Channel and Artesia Boulevard in northeast Torrance, will serve as the receiving water monitoring location for the Beach Cities WMG on the Dominguez Channel. The Los Angeles County Flood Control District (LACFCD) has committed to maintaining this monitoring station, conducting flow-weighted composite receiving water monitoring and TMDL monitoring, and providing this data to the Beach Cities WMG. The Consultant will be responsible for reviewing and incorporating this external data into the annual IMCR for the Beach Cities WMG.

6.4.3 The City of Los Angeles, as lead agency for other nearby WMGs, has agreed to share their CIMP monitoring data from the Torrance Lateral, Dominguez Channel, and Dominguez Channel Estuary with the Beach Cities WMG. The Consultant will be responsible for reviewing and incorporating this external data into the annual IMCR for the Beach Cities WMG.

6.5 Annual Integrated Monitoring Compliance Report

An IMCR shall be prepared for submittal to the Regional Board as part of the Annual Report, covering the reporting year, which extends from July 1 through June 30th. Parts XVIII.A.5 and A.7 of the Permit Attachment A present the requirements of the IMCR.

6.5.1 A draft Excel spreadsheet file(s) summarizing all annual monitoring data and associated meta data consistent with the requirements of Part XVIII.A.7.a. of Attachment E of the Permit shall be provided to the Beach Cities WMG by September 1st of each year for review.

6.5.2 A draft Annual IMCR shall be prepared for review by the Beach Cities WMG by October 1st of each year. This shall include a Municipal Action Level Assessment Report consistent with Attachment G of the Permit. The MAL Assessment Report shall present the stormwater outfall monitoring data in comparison to the applicable MALs, and identify those subwatersheds with a running average of twenty (20)% or greater of exceedances of the MALs in MS4 discharges. Based on a comprehensive set of comments received from the Beach Cities WMG, Consultant shall prepare the final IMCR and supporting spreadsheet data summary by December 1st of each year for final review and approval by the City of Manhattan Beach City Contact.

EXHIBIT D

COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) COORDINATION SCOPE OF SERVICES FOR FISCAL YEAR 2015-16[1]

Task 7 CIMP Coordination Activities

7.1. Planning and preparation of Beach Cities Watershed Management Group (WMG) meeting agendas and meeting minutes for 12 monthly meetings;

7.2. Beach Cities WMG meeting attendance;

7.3. Preparation of a Memorandum of Understanding (MOU) for implementing the CIMP and Watershed Planning & Coordination;

7.4. Preparation of quarterly draft invoices under the CIMP MOU;

7.5. Preparation of a Request for Proposals (RFP) for CIMP Implementation;

7.6. Management of CIMP implementation consultant/contractor;

7.7. Review and preparation of comments on CIMP and EWMP consultant/contractor reports;

7.8. Preparation of plan for Beach Cities WMG joint public outreach activities;

7.9. Participation in CIMP and EWMP Coordinator Meetings (6 meetings assumed); and participation in Regional Board meetings, workshops and hearings related to CIMP and EWMP implementation (2 meetings assumed);

7.10. Participation in South Bay Steering Committee meetings of the Integrated Water Resources Management Plan (IRWMP) (up to 6 meetings assumed);

7.11. Submission of up to four (4) project concepts into the LA IRWMP database to align the Beach Cities' EWMP projects for Prop 1 grant opportunities;

7.12. Preparation of Watershed Joint Annual Report narrative and summary.

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[1] This list of scope items is specific to fiscal year 2015-16, in which a number of the tasks will be completed. A modified list of scope items will be prepared in subsequent fiscal years for written approval by the Beach Cities WMG. The total cost for these services shall not exceed the respective fiscal year 2016-17 and 2017-2018 costs for CIMP Coordination as estimated in Table 1 of Exhibit A of the Beach Cities CIMP Implementation MOU.

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM AND THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE SANTA MONICA BAY WATERSHED AND THE DOMINGUEZ CHANNEL WATERSHED

This First Amendment to the Memorandum of Understanding (this "FIRST AMENDMENT"), is made and entered into as of the date set forth below by and between the CITY OF REDONDO BEACH, a body corporate and politic, THE CITY OF HERMOSA BEACH, a body corporate and politic, THE CITY OF MANHATTAN BEACH, a body and politic, THE CITY OF TORRANCE, a municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, the PARTIES entered into the above referenced Memorandum of Understanding (MOU) in December of 2013;

WHEREAS, the PARTIES wish to enact this FIRST AMENDMENT to amend the MOU pursuant to Section 12 subsection e in order to increase the not to exceed amount from $760,000.00 to $1,003,014.00 due to increased costs in the preparation of Phase II plans including a Draft and Final EWMP plan (collectively, PLANS); and

WHEREAS, the PARTIES determined that the cost of completing Phase II plans would be negotiated with the Consultant at the completion of Phase I and that the PARTIES desire to participate and will provide Phase II funding in accordance with a mutually agreed upon revised cost Allocation Schedule to be established in this Amendment to the MOU; and

WHEREAS, the CITY OF REDONDO BEACH will act on behalf of the PARTIES in the preparation of the PLANS; and

WHEREAS, there were two (2) unanticipated financial outlays in Phase II which are an $8,000 outreach effort which will be split equally among PARTIES and $161,408 for Reasonable Assurance Analysis Modeling work which will be borne entirely by THE CITY OF TORRANCE as the work solely took place within the jurisdiction of THE CITY OF TORRANCE which are reflected in Table 1(f) of Exhibit "A-1"; and

C-1312-154-1

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

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

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this FIRST AMENDMENT.

Section 2. Purpose: The purpose of this FIRST AMENDMENT is to increase the not to exceed amount contemplated in the MOU from $760,000.00 to $1,003,014.00. Pursuant to this change, Exhibit "A" of the MOU shall be deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated by reference. Further, pursuant to changes to personnel of the PARTIES, Exhibit "B" of the MOU shall be deleted in its entirety and replaced with Exhibit "B-1" attached hereto and incorporated by reference.

Section 3. Terms: This FIRST AMENDMENT shall become effective on the date of the final execution by the PARTIES or November 11, 2014, whichever comes first, and shall remain in effect until (1) the Regional Board has given final approval to the last outstanding portion of the PLANS, (2) the City of Redondo Beach has provided the PARTIES with an accounting as set forth in section 7(d), of the MOU and (3) the PARTIES have paid all outstanding invoices.

Section 4. Assessment for Proportional Cost for PLANS. The PARTIES agree to pay the City of Redondo Beach for preparation and delivery of the Phase II PLANS in the amounts shown in Table (1c) and Table (1f) of Exhibit "A-1", based on the cost allocation formula shown in Table (2) of Exhibit A-1" attached hereto and made part of this FIRST AMENDMENT by reference. The City of Redondo Beach will annually invoice the PARTIES to this FIRST AMENDMENT as shown in Table (3) and Table (3a) of Exhibit "A-1", based on the allocated cost for developing the PLANS and the project administration and management costs at a percentage not to exceed 10% of the allocated costs for development of the PLANS. The cost of preparing Phase II PLANS has been negotiated with the Consultant pursuant to the conclusion of Phase I and will be allocated to the PARTIES based upon the revised Table (1c) and Table (1f) of Exhibit "A-1".

Section 5. No Other Amendments. Except as expressly stated herein, the MOU shall remain unchanged and in full force and effect. The MOU and this FIRST AMENDMENT shall constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the MOU and this FIRST AMENDMENT, the terms of this FIRST AMENDMENT shall govern.

[*SIGNATURES FOLLOW ON NEXT PAGES*]

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

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

CITY OF REDONDO BEACH

Date: 11-04-14

By: _____
Steve Aspel, Mayor

ATTEST:

By: _____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM

By: _____
for Mike Webb, City Attorney

C-1312-154-1

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

CITY OF HERMOSA BEACH

Date: 1/5/15

By: _____
Peter Tucker, Mayor

ATTEST:

By: _____
Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Jenkins, City Attorney

CITY OF MANHATTAN BEACH

Date: 11-10-14 By: Wayne Powell
Wayne Powell, Mayor

ATTEST:

By: 11-12-14
Liza Tamura, City Clerk

APPROVED AS TO FORM

By: Omar Sandoval
Omar Sandoval, Special Counsel

CITY OF TORRANCE

Date: 11-19-2014

By: _____
Patrick J. Furey, Mayor

ATTEST:

By: _____
Rebecca Poirier, MMC, City Clerk

APPROVED AS TO FORM

By: _____
John Fellows, City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Date: 11-18-14

By: _____
for Gail Farber, Chief Engineer

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By: _____
Senior Associate

Date: 10/27/2014

EXHIBIT A-1

BEACH CITIES
EWMP/CIMP GROUP
PHASE I
Funding Contributions

PHASE I TABLE 1a. TOTAL COST

Item		Total Cost
Contract Cost	(a)	$278,414
RB Contract Management Fee (10%)	(b)	$27,841
Sub-Total Cost	(a) + (b) = (c)	**$306,255**
LACFCD Allocation (10%) [1]	(c) x 10% = (d)	$30,626
TOTAL COST TO BE DISTRIBUTED	**(c) - (d) = (e)**	**$275,630**
Santa Monica Watershed [2]		$137,815
Dominguez Channel Watershed [2]		$137,815

Notes
[1] The Los Angeles County Flood Control District (LACFCD) has committed to contributing 10% of the Total Cost for their share in the development of the plans.
[2] Using tributary land areas, the two watersheds were estimated to have an even split.

PHASE I TABLE 1b. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Santa Monica Bay Watershed				
Agency	**Acres**	**Adjustment [3]**	**Percent of Area**	**Distributed Total Cost**
City of Redondo Beach [3]	2,613.50	2,540.90	33%	$45,478.93
City of Hermosa Beach	831.51	811.46	11%	$15,159.64
City of Manhattan Beach [3]	2,078.37	2,040.02	26%	$35,831.88
City of Torrance	2,313.76	2,313.76	30%	$41,344.48
TOTAL	**7,837.14**	**7,706.14**	**100%**	**$137,814.93**

Notes:
[3] Adjustments were made to Redondo Beach and Manhattan Beach to subtract the acreage of the Wylie Sump.

PHASE I TABLE 1c. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Dominguez Channel Watershed				
Agency	**Acres**	**Adjustment [4] [5]**	**Percent of Area**	**Distributed Total Cost**
City of Redondo Beach	1,217.61	1,215.97	17%	$23,428.54
City of Hermosa Beach	0.00	0.00	0%	$0.00
City of Manhattan Beach	350.07	350.07	5%	$6,752.93
City of Torrance	11,056.79	5,578.31	78%	$107,633.46
TOTAL	**12,624.47**	**7,144.35**	**100%**	**$137,814.93**

Notes
[4] Adjustments were made to Redondo Beach and Torrance to subtract the acreage of Machado Lake.
[5] Adjustment was made to Torrance to subtract the acreage of the Ocean and Bishop Montgomery basins.

PHASE I TABLE 1d. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Combined Santa Monica Bay and Dominguez Channel Watershed				
Agency	**Acres**	**Adjusted Acres**	**Percent of Area**	**Distributed Total Cost**
City of Redondo Beach	3,831.11	3,756.87	19%	$68,907
City of Hermosa Beach	831.51	811.46	4%	$15,160
City of Manhattan Beach	2,428.44	2,390.09	12%	$42,585
City of Torrance	13,370.55	7,892.07	65%	$148,978
LACFCD	N/A	N/A		$30,626
TOTAL	**20,461.61**	**14,850.49**	**100%**	**$306,255**

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

EXHIBIT A-1

BEACH CITIES
EWMP/CIMP GROUP
PHASE II
Funding Contributions

Phase II TABLE 1c. TOTAL COST

Item		Total Cost
Contract Cost	(a)	$479,410
RB Contract Management Fee (10%)	(b)	$47,941
Sub-Total Cost	(a) + (b) = (c)	**$527,351**
LACFCD Allocation (10%) [1]	(c) x 10% = (d)	$52,735.10
TOTAL COST TO BE DISTRIBUTED	**(c) - (d) = (e)**	**$474,616**
Santa Monica Watershed [2]		$237,307.95
Dominguez Channel Watershed [2]		$237,307.95

Notes
[1] The Los Angeles County Flood Control District (LACFCD) has committed to contributing 10% of the Total Cost for their share in the development of the plans.
[2] Using tributary land areas, the two watersheds were estimated to have an even split.

Phase II TABLE 1d. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Santa Monica Bay Watershed				
Agency	**Acres**	**Adjustment [3]**	**Percent of Area**	**Distributed Total Cost**
City of Redondo Beach [3]	2,613.50	2,540.90	33%	$78,311.62
City of Hermosa Beach	831.51	811.46	11%	$26,103.87
City of Manhattan Beach [3]	2,078.37	2,040.02	26%	$61,700.07
City of Torrance	2,313.76	2,313.76	30%	$71,192.39
TOTAL	**7,837.14**	**7,706.14**	**100%**	**$237,307.95**

Notes:
[3] Adjustments were made to Redondo Beach and Manhattan Beach to subtract the acreage of the Wylie Sump.

Phase II ITABLE 1e. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Dominguez Channel Watershed				
Agency	**Acres**	**Adjustment [4] [5]**	**Percent of Area**	**Distributed Total Cost**
City of Redondo Beach	1,217.61	1,215.97	17%	$40,342.35
City of Hermosa Beach	0.00	0.00	0%	$0.00
City of Manhattan Beach	350.07	350.07	5%	$11,628.09
City of Torrance	11,056.79	5,578.31	78%	$185,337.51
TOTAL	**12,624.47**	**7,144.35**	**100%**	**$237,307.95**

Notes
[4] Adjustments were made to Redondo Beach and Torrance to subtract the acreage of Machado Lake.
[5] Adjustment was made to Torrance to subtract the acreage of the Ocean and Bishop Montgomery basins.

Phase II TABLE 1f. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Combined Santa Monica Bay and Dominguez Channel Watershed					Outreach	Torrance	Total
Agency	**Acres**	**Adjusted Acres**	**Percent of Area**	**Distributed Total Cost**	**Distribution**	**RAA/Modeling**	**Fair Share**
City of Redondo Beach	3,831.11	3,756.87	19%	$118,653.98	$1,600		**$120,254**
City of Hermosa Beach	831.51	811.46	4%	$26,103.87	$1,600		**$27,704**
City of Manhattan Beach	2,428.44	2,390.09	12%	$73,328.16	$1,600		**$74,928**
City of Torrance	13,370.55	7,892.07	65%	$256,529.89	$1,600	$161,408	**$419,538**
LACFCD	N/A	N/A		$52,735.10	$1,600		**$54,335**
TOTAL	**20,461.61**	**14,850.49**	**100%**	**$527,351.00**	**$8,000**	**$161,408**	**$696,759**

C-1312-154-1

CITY OF REDONDO BEACH
CITY ATTORNEY'S OFFICE
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Exhibit A-1

BEACH CITIES
EWMP/CIMP GROUP
Funding Contributions

Table 2. Cost Allocation Formula

AGENCY Cost = Total EWMP&CIMP Cost X Agency Percent of Area

Table 2a. Cost Allocation Formula for Phase I Outreach

AGENCY COST = TOTAL PHASE I OUTREACH / 5 (AGENCIES)

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

EXHIBIT A-1

BEACH CITIES
EWMP/CIMP GROUP
Funding Contributions

Phase I Table 3. Invoice Schedule

Agency	Agency Cost Total Cost	Deposit Schedule Jan 1, 2014
City of Redondo Beach	$68,907	$68,907
City of Hermosa Beach	$15,160	$15,160
City of Manhattan Beach	$42,585	$42,585
City of Torrance	$148,978	$148,978
LACFCD	$30,626	$30,626
TOTAL	**$306,255**	**$306,255**

Phase II Table 3a. Invoice Schedule

Agency	Agency Cost Total Cost	Deposit Schedule Jan 1, 2015
City of Redondo Beach	$120,254	$120,254
City of Hermosa Beach	$27,704	$27,704
City of Manhattan Beach	$74,928	$74,928
City of Torrance	$419,538	$419,538
LACFCD	$54,335	$54,335
TOTAL	**$696,759**	**$696,759**

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

EXHIBIT B-1

BEACH CITIES WMG
EWMP/CIMP GROUP
Responsible Agencies Representative

1. City of Redondo Beach
   Department of Public Works, Engineering Division
   415 Diamond Street
   Redondo Beach, CA 90266

   Elaine Jeng, P.E.
   E-mail: elaine.jeng@redondo.org
   Phone: (310) 318-0661 x2279
   Fax: (310) 374-4828

2. City of Hermosa Beach
   Department of Public Works
   1315 Valley Drive
   Hermosa Beach, CA 90254

   Homayoun Behboodi
   E-mail: hbhboodi@hermosabch.org
   Phone: (310) 318-0212
   Fax: (310) 937-5015

3. City of Manhattan Beach
   Department of Public Works
   1400 Highland Avenue
   Manhattan Beach, CA 90266

   Raul Saenz
   E-mail: rsaenz@citymb.info
   Phone: (310) 802-5315
   Fax: (310) 802-5314

4. City of Torrance
   Department of Public Works
   20500 Madronna Avenue
   Torrance, CA 90503

   John C. Dettle, P.E.
   E-mail: jdettle@TorranceCA.gov
   Phone: (310) 618-3059
   Fax: (310) 781-6902

5. Los Angeles County Flood Control District
   Department of Public Works
   Watershed Management Division, 11th Floor
   900 South Fremont Avenue

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE APPROVED BY LEGAL DEPARTMENT

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