

**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 UPDATING THE ENHANCED
WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS
FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, the CITY OF HERMOSA BEACH, a general law city, the CITY OF MANHATTAN BEACH, a general law city, the CITY OF TORRANCE, a chartered municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic (collectively known as the "PARTIES" or individually as "PARTY").

WITNESSETH

WHEREAS, Order No. R4-2012-0175 issued by the Los Angeles Regional Water Quality Control Board (Regional Board) as amended by State Water Board Order WQ 2015-0075 and Regional Board Order R4-2012-0175-A01 (Order No. R4-2012-0175 as amended), also known as NPDES No. CAS004001, requires that the LACFCD, the County of Los Angeles, and Cities within Los Angeles County (except for the cities of Avalon, Long Beach, Palmdale, and Lancaster), also known as Permittees, comply with the prescribed elements of Order No. R4-2012-0175 as amended; and

WHEREAS, Order No. R4-2012-0175 as amended requires that Permittees submit an updated Watershed Management Program or Enhanced Watershed Management Program with an updated Reasonable Assurance Analysis (Updated EWMP and RAA) by June 30, 2021 or sooner in accordance with the adaptive management process described in Part VI.C.8. of Order No. R4-2012-0175 as amended; and

WHEREAS, the next Regional Phase I municipal stormwater permit (anticipated to be released in Fall 2020), which will supersede Order No. R4-2012-0175 as amended, is expected to continue to require an Updated EWMP and RAA by June 30, 2021; and

WHEREAS, the Updated EWMP and RAA must incorporate both water quality data and control measure performance data and any other information informing the adaptive management process gathered through December 31, 2020; and

WHEREAS, the PARTIES have previously collaborated in developing the EWMP and RAA for the Beach Cities Watershed Management Group approved by the Regional Board on April 18, 2016, the compliance strategy and schedule for the Santa Monica Bay Debris Total Maximum

Daily Load was modified and approved on February 6, 2018, and the adaptive management changes to control measures on July 23, 2019 were incorporated; and

WHEREAS, the PARTIES have determined that certain regional projects identified in the EWMP were canceled, are not feasible, or must be enhanced and therefore it is necessary to prepare feasibility studies for new or enhanced regional projects in order to update the EWMP and RAA. This MOU is to be read in conjunction with and complementary to, and does not supersede, the "Dissolution of Memorandum of Understanding Between The City of Hermosa Beach, The City of Manhattan Beach, The City of Redondo Beach, The City of Torrance, and The Los Angeles County Flood Control District Related to Design of Joint Regional Projects Within The SMB 6-01 Analysis Region of The Enhanced Watershed Management Program (EWMP) for The Beach Cities Watershed Management Group;" and

WHEREAS, the PARTIES have determined that hiring an engineering consultant (ENGINEERING CONSULTANT) to update the EWMP and RAA will be beneficial to the PARTIES and the PARTIES desire to participate and provide funding in accordance with the cost allocation schedule in Exhibit A, which is attached and incorporated herein; and

WHEREAS, the CITY OF REDONDO BEACH will prepare the Updated EWMP and RAA with the assistance of the ENGINEERING CONSULTANT; and

WHEREAS, the PARTIES agree that each PARTY shall ensure its own compliance with Order No. R4-2012-0175 as amended and any superseding order.

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 fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund and administer the work necessary to develop feasibility studies for selected EWMP Regional projects and to update the EWMP and RAA to obtain approval of the Updated EWMP and RAA from the Regional Board (collectively "WORK").

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

Section 4. Voluntary: This is a voluntary MOU entered into for the purpose described in Section 2.

Section 5. Term: This MOU shall become effective on the date of the final execution by the PARTIES and shall remain in effect until (1) the Regional Board has given final approval of the Updated EWMP and RAA, (2) all WORK related to this MOU's purpose and Scope of Work as described in Exhibit C has been completed, (3) the CITY OF REDONDO BEACH has provided the

PARTIES with an accounting as set forth in Section 7, and (4) the PARTIES have paid all outstanding invoices from the CITY OF REDONDO BEACH.

Section 6. Assessment for Proportionate Cost: The PARTIES agree to pay the CITY OF REDONDO BEACH for the WORK as provided in Exhibit A, attached hereto and incorporated herein. The CITY OF REDONDO BEACH will invoice the PARTIES upon execution of this MOU as provided in Exhibit A. At June 30th of each year, the CITY OF REDONDO BEACH will provide the PARTIES with a statement of actual expenditures. Unexpended funds at the termination of the MOU will be reimbursed to the PARTIES.

Section 7. CITY OF REDONDO BEACH Agrees:

- a. To prepare and complete the WORK.
- b. To utilize the funds deposited by the PARTIES only for the administration of the ENGINEERING CONSULTANT contract and completion of the WORK.
- c. To contract with an ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C.
- d. To notify the PARTIES if the actual cost of the WORK will exceed the cost estimates shown in Exhibit A and obtain approval from the PARTIES for the increase in cost prior to directing the ENGINEERING CONSULTANT to proceed with executing extra work or work associated with a change in Scope of Work. Upon approval of the cost increase by the PARTIES, the CITY OF REDONDO BEACH will invoice the PARTIES in accordance with the cost allocation schedule in Exhibit A.
- e. To provide the PARTIES with one (1) electronic copy of the completed WORK within seven business days after receipt from the ENGINEERING CONSULTANT.
- f. To obtain written approval from all PARTIES prior to submitting the Updated EWMP and RAA to the Regional Board.
- g. To submit the Updated EWMP and RAA to the Regional Board on behalf of the PARTIES in accordance with applicable deadlines.
- h. To provide an accounting upon the early termination of this MOU pursuant to Section 10 or 60 days after the date the Regional Board gives final approval of the Updated EWMP and RAA. The CITY OF REDONDO BEACH shall return any unused portion of all funds deposited with the CITY OF REDONDO BEACH using the cost allocation schedule's formulas in Exhibit A.

Section 8. The PARTIES Further Agree:

- a. To cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, facilitating community engagement, reviewing deliverables in a timely manner, and obtaining appropriate approval from the PARTIES' respective administrations and governing bodies.
- b. To grant reasonable access rights and entry to the ENGINEERING CONSULTANT as needed during the term of this MOU to the PARTIES' storm drain infrastructure, rights-of-way, and municipal properties (FACILITIES) to achieve the purpose of this MOU. Prior to exercising said access rights and entry, the CITY OF REDONDO BEACH or its ENGINEERING CONSULTANT will obtain any necessary no-fee permits and provide prior written notice of the PARTIES at least 72 hours in advance. For the purpose of this provision, written notice will include notice delivered via email to the PARTIES' representatives identified in Exhibit B.
- c. To pay their respective proportionate shares of the cost of the WORK and the costs of the CITY OF REDONDO BEACH for the administration and delivery of the WORK based on the cost allocation schedule in Exhibit A.
- d. To deposit funds with the CITY OF REDONDO BEACH for their proportionate share of the cost of the WORK and project administration and management as provided in Exhibit A within thirty (30) days of receipt of the invoice from the CITY OF REDONDO BEACH.

Section 9. Indemnification:

- a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTIES to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each

of the PARTIES indemnifies, defends, and holds harmless the other PARTIES for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination, Default and Unilateral Withdrawal

- a. Termination: 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 ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If this MOU is terminated upon express written agreement of all PARTIES, then 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 EWMP implementation and the RAA analysis.
- c. Default: 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, and be responsible for the payment of fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation and the RAA analysis, 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.
- d. THE CITY OF REDONDO BEACH will 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 11(e) below.
- e. Unilateral Withdrawal: Should any PARTY unilaterally withdraw from this MOU, the remaining PARTIES shall work to amend this MOU to revise the cost allocation schedule's formulas and revise the Scope of Work to maintain the MOU purpose.

Should the default or unilateral withdrawal of this MOU render the CITY OF REDONDO BEACH in violation of any federal, state or local laws, rules or regulations, the PARTY(S) that defaults or unilaterally withdraws from this MOU shall be responsible for any fines, penalties, or interest.

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 Representative of the PARTY at the address set forth in Exhibit B. 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 email or fax. A notice shall be deemed to have been received on (1) the date of delivery if delivered by hand during regular business hours or by confirmed facsimile or by email; or (2) 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 purpose 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 they are authorized to sign this MOU on behalf of such PARTY and shall be personally liable if that PARTY is not authorized to sign this MOU.
- c. Relationship of PARTIES: The PARTIES are and shall remain at all times wholly independent entities as to each other. No PARTY to this MOU shall have the power to incur any debt, obligation or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, official or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, official or officer of another PARTY.
- d. Binding Effect: this MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- 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 the PARTIES.
- f. 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.
- g. Assignment Prohibited: No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of all other PARTIES.

- h. Law to Govern and Venue: This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the State trial courts shall lie exclusively in the County of Los Angeles.
- i. No Presumption in Drafting: The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it or causing it to be prepared shall not apply.
- j. Entire Agreement: This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements whether written or oral with respect hereto.
- k. Severability: If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void or unenforceable provision(s).
- l. Counterparts: This MOU may be executed in any number of counterparts including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU. The PARTIES (i) agree that an electronic signature, whether digital or encrypted, of a PARTY to this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) are intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other PARTY will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature.
- m. 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.

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: 
FOR MARK PESTRELLA, Chief Engineer

Date: 9/23/20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By: 
Deputy

CITY OF MANHATTAN BEACH

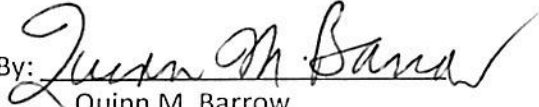
By: 
Bruce Moe
City Manager

Date: 3-4-21

ATTEST:

By: Martha Alvarez 3/2/2021
 Liz Tamura
City Clerk

APPROVED AS TO FORM:

By: 
Quinn M. Barrow
City Attorney

CITY OF TORRANCE

By: 
Patrick J. Furey
Mayor

Date: 12/17/2020


ATTEST:

By: 
Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: 
for Patrick Sullivan
City Attorney

CITY OF REDONDO BEACH

By: 
William C. Brand
Mayor

Date: 11-23-20

ATTEST:

By: 
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: 
Michael W. Webb
City Attorney

CITY OF HERMOSA BEACH

By: 
Mary Campbell
Mayor

Date: 12/7/20

ATTEST:

By: 
Eduardo Sarmineto
City Clerk

APPROVED AS TO FORM:


By: 
Michael Jenkins
City Attorney

EXHIBIT A

COST ALLOCATION SCHEDULE

Costs for Beach Cities Updating EWMP and RAA		
Task #	Task Description	
1.0	Project Management, Coordination and Meetings	\$ 28,220.00
2.1	Identification of Water Quality Priorities	\$ 15,910.00
2.2	Summary of Existing and Potential Control Measures	\$ 13,774.00
2.3	Reasonable Assurance Analysis (RAA) Approach	\$ 10,456.00
3.1	List of Regional Projects and Initial Screening	\$ 12,048.00
3.2	Identify Selected Control Measures and Conduct RAA	\$ 83,072.00
3.3	Prepare Draft and Final EWMP	\$ 55,568.00
Subtotal Update EWMP/RAA		\$ 219,048.00
4.1	Feasibility Studies Planning and Details (4 projects)	\$ 76,392.00
4.3	Prepare Draft and Final SCW Feasibility Studies (4 projects)	\$ 46,096.00
Subtotal Feasibility study (4 projects)		\$ 122,488.00
4.2	Feasibility Studies Preliminary Design/Engineering Analysis (3 projects)	\$ 198,969.00
4.4	Feasibility Studies Public Outreach and Engagement (3 projects)	\$ 92,077.00
Subtotal Preliminary Design & Public Engagement (3 projects)		\$ 291,046.00
Total EWMP Update - All Tasks		\$ 632,582.00
Contingency (10%)		\$ 63,258.20
Administration Costs (10%)		\$ 69,584.02
EWMP Update Total - All Tasks with contingency and administration		\$ 765,424.22

Table A - Cost Allocation for Update of EWMP/RAA Tasks 1 - 3		
Cost to be Allocated among All Parties including 10% contingency and 10% admin		\$ 265,048.08
LACFCD Allocation (10% of Total for Tasks 1-3)		\$ (26,504.81)
Remaining Cost for EWMP/RAA Tasks 1-3		\$ 238,543.27
Participating City	Equal Cost Shares for Baseline EWMP/RAA Update Tasks	Cost Allocation
City of Redondo Beach	25.00%	\$ 59,635.82
City of Manhattan Beach	25.00%	\$ 59,635.82
City of Hermosa Beach	25.00%	\$ 59,635.82
City of Torrance	25.00%	\$ 59,635.82
	100.00%	\$ 238,543.27

Table B - Cost Allocation for Tasks 4.1 & 4.3: Feasibility Studies Project Planning (for 4 Projects) ^[1]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 148,210.48
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	1217	2274	72.8%	\$ 107,849.80
City of Manhattan Beach	53	350	403	12.9%	\$19,113.22
City of Hermosa Beach	283	0	283	9.1%	\$ 13,421.94
City of Torrance ^[6]	165	0	165	5.2%	\$ 7,825.51
			3125	100.00%	\$ 148,210.48

Table C - Cost Allocation Tasks 4.2 & 4.4: Feasibility Studies Preliminary Engineering and Public Engagement (for 3 Projects) ^[4]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 352,165.66
Adjustment/Credit from Hermosa Beach ^[5]					\$ (160,000.00)
Remaining Cost for Preliminary Engineering & Public Engagement (3 Projects in Herondo Tributary Area)					\$ 192,165.66
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	0	1057	67.8%	\$ 130,371.70
City of Manhattan Beach	53	0	53	3.4%	\$ 6,537.09
City of Hermosa Beach	283	0	283	18.2%	\$ 34,905.57
City of Torrance ^[6]	165	0	165	10.6%	\$ 20,351.31
			1558	100.00%	\$ 192,165.66

[1] Table B based on four (4) projects with 1 project located in Dominguez Channel and 3 projects located in Herondo.

[2] Includes tributary area to Herondo outfall outside of Torrance Basins since Torrance Basin Expansion project is an 85% 24-hr runoff capture project.

[3] Excludes Torrance' Tributary area to Dominguez based on assumption that 4th project is to be located in Manhattan/Redondo tributary area of Dominguez to substitute for infeasible regional projects in original EWMP.

[4] Table C based on three (3) projects in Herondo only

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

[6] The City of Torrance's tributary area to the Herondo Sub-Watershed reflects reductions in total volume contributed by Torrance due to proposed Basin Expansion Projects designed to accomplish 85% 24-hr runoff capture of Torrance's total contribution. Should these projects not be constructed or not be constructed to their proposed capture capacity, the Parties agree to recalculate the tributary areas and cost allocations described in Tables B and C and adjust shares accordingly.

Allocation of Total Costs Among All Parties					
	Cost from Table A for Tasks 1-3	Cost from Table B for Subtasks 4.1 & 4.3	Cost from Table C for Subtasks 4.2 & 4.4	Adjustment [5]	Total Cost Allocation
City of Redondo Beach	\$ 59,635.82	\$ 107,849.80	\$ 130,371.70		\$ 297,857.32
City of Manhattan Beach	\$ 59,635.82	\$ 19,113.22	\$ 6,537.09		\$ 85,286.13
City of Hermosa Beach	\$ 59,635.82	\$ 13,421.94	\$ 34,905.57	\$ 160,000.00	\$ 267,963.33
City of Torrance	\$ 59,635.82	\$ 7,825.51	\$ 20,351.31		\$ 87,812.64
LACFCD [6]	\$ 26,504.81				\$ 26,504.81
EWMP Update Total Cost					\$ 765,424.23

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

[6] [LACFCD is contributing 10% of costs of updating EWMP and RAA, Tasks 1 - 3 only

EXHIBIT B

BEACH CITIES WATERSHED MANAGEMENT GROUP
Responsible Agencies' Representatives

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	Douglas Krauss E-mail: dkrauss@hermosabeach.gov Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Shawn Igoe E-mail: sigoe@citymb.info Phone: (310) 802-5315 Fax: (310) 802-5314
4	City of Torrance Department of Public Works 20500 Madrona 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 Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva E-mail: palva@dpw.lacounty.gov Phone: (626) 458- 4325

EXHIBIT C

SCOPE OF WORK

CONSULTANT'S DUTIES

Consultant shall perform the following duties to update and revise the Beach Cities Enhanced Watershed Management Plan (EWMP) and Reasonable Assurance Analysis (RAA) (collectively "Project"). Consultant shall also perform up to four subsequent stormwater feasibility studies ("Subsequent Projects")

A. Task 1 – Project Management, Coordination, and Meetings

1. Provide all activities related to the management of the Project as set forth below.
 - a. Attend all monthly Beach Cities Watershed Management Group ("WMG") meetings.
 - b. Attend up to four additional meetings, including those with the Los Angeles Regional Board Staff and/or Technical Advisory Committee members.
 - c. Attend and be an active participant by sharing information and resolving any issues and concerns on the Project-related calls.
 - d. Provide additional Project management duties to complete the Project, including without limitation coordination with subconsultants, responding to emails, and scheduling meetings.
 - e. Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed Project schedule.

B. Task 2 – Revised EWMP Planning

1. Identify water quality priorities as set forth below.
 - a. Update analyses for all applicable water quality data and confirmation of the various water quality priorities to be included in the revised EWMP.
 - b. Perform all required analyses for completion of the RAA, including without limitation performing a long-term trends analysis of shoreline bacteria data.
 - c. Prepare a memorandum summarizing results of analyses performed related to the water quality prioritization and a summary of any changes proposed to the EWMP/RAA related to these water quality priorities.
2. Summarize existing and potential control measures. Perform updates to the existing and potential stormwater control measures in the Beach Cities Area. Identify all stormwater controls as part of the revised RAA/EWMP, including prioritizing regional projects to be considered by the WMG within a few key sub-watersheds and removal of Best Management Practices ("BMPs") no longer considered for implementation by the WMG.
3. Summarize a proposed approach to the revised RAA process.

C. Task 3 – Revised EWMP

1. Prepare a final list of regional projects to be included in the RAA and initially screen each project to verify inclusion in the revised EWMP.
2. Update and re-run the RAA.
 - a. Prepare technical memorandum comparing two models for the RAA, the County's Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT).
 - b. Once the WMG determines the preferred RAA model to update the EWMP, utilize the preferred model.
 - c. Modify the RAA software with the addition of applicable water quality data and calibrate based on flow data collected in accordance with the Beach Cities Coordinated Integrated Monitoring Plan. Ensure the RAA shall iteratively analyze various BMP scenarios in targeted watersheds to identify the Subsequent Projects' implementation strategy that demonstrates reasonable assurance of compliance with applicable laws, regulations and rules while also meeting the Beach Cities requirements of siting, funding, and scheduling.
3. Prepare a draft and final revised EWMP.
 - a. Reformat the revised EWMP to be consistent with recent EWMPs, including but not limited to, the 2018 Rio Hondo/San Gabriel River Revised EWMP. Input the most technical information to appendices and simplify the main body of the EWMP to make it more user-friendly.
 - b. Submit the revised EWMP in electronic format (draft, final draft, and final) in accordance with the schedule determined by WMG.
 - c. Submit a hard copy of the Final EWMP to each of the Beach Cities Group Members (five hard copies).
 - d. Provide one round of revision based on the comments received from the Regional Board. Submit a final version to the Regional Board by June 30, 2021.

D. Task 4 – Safe, Clean Water Program Feasibility Studies

1. Conduct background research, planning, and concept design for the Subsequent Projects agreed on by the WMG, in coordination with Task 3. Incorporate the information gathered into the feasibility studies.
2. Conduct preliminary design and engineering analysis for three of the Subsequent Projects agreed to by the WMG. Perform a preliminary geotechnical investigation for three project locations to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. Include subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analyses, as appropriate.

3. Conduct public outreach on at least three project locations to allow public input on the Project development. Ensure the public outreach is in the City and led by a reputable subcontractor which shall be subject to City approval. Inform the communities about upcoming work that will serve these neighborhoods and ensure that all interested community members are sufficiently heard. Include the following tasks in the public outreach.
 - a. Plan and frequently communicate with the WMG.
 - b. Perform reconnaissance work (such as canvassing, surveying, scouting).
 - c. Produce and distribute collateral documents to be used in information sharing.
 - d. Place advertisements through various print and social media outlets.
 - e. Provide leadership for up to six community meetings and/or individual stakeholder meetings with key constituencies.

4. Prepare draft and final feasibility studies for the Subsequent Projects. Submit final feasibility studies through the Safe Clean Water Program project portal by the July 31, 2021 deadline. Prepare the feasibility studies in accordance with the Safe Clean Water Program Feasibility Study Guidelines and ensure it includes the following components.
 - a. Project background and other applicable narrative;
 - b. A preliminary design and engineering analysis, including water quality and water supply benefits analysis;
 - c. Information derived from a preliminary site investigation, including environmental history (from a Phase I records search and ASTM report) and utilities clearance;
 - d. Geotechnical information;
 - e. A monitoring plan;
 - f. An operations and maintenance plan;
 - g. A lifecycle cost analysis; and
 - h. Additional information such as community benefits, and vector control analysis.