



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

April 11, 2019

Mayor Steve Napolitano  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
Via Email: [snapolitano@citymb.info](mailto:snapolitano@citymb.info)

**RE: Herondo Storm Drain Infiltration Project**

Dear Mayor Napolitano:

This letter follows my March 29, 2019 letter to you regarding the City of Hermosa Beach's request to amend the Memorandum of Understanding (MOU) for the Greenbelt Infiltration Project (GIP) that is part of our Enhanced Watershed Management Plan (EWMP). After my letter was sent, our respective Public Works staff met and your staff requested that Hermosa Beach pay to study whether the GIP can be relocated to North Francisca Avenue in Redondo Beach.

On April 9, 2019, the Hermosa Beach City Council approved the request, at a cost of up to \$157,719, as part of an amended MOU that transfers lead agency status for the GIP to the City of Redondo Beach. A further revised MOU reflecting that approval is attached to this letter.

Hermosa Beach is committed to working through the amended MOU to meet our shared obligations under the MS4 Permit. Amending the MOU and moving forward on North Francisca Avenue provides a path to compliance with the MS4 Permit and retention of grant funding. I have had productive conversations with Leslie Laudon, Deputy Director of the State Water Resources Control Board's Division of Financial Assistance, about transferring the grant funding for the GIP to the City of Redondo Beach under the terms of the amended MOU.

I respectfully request that you place the amended MOU on your City Council agenda at your earliest availability. Our City Council has appointed a subcommittee of myself and Councilmember Justin Massey regarding the amended MOU. We are happy to meet with you, your staff, and your City Council, and to personally attend the meeting at which your City Council considers the amended MOU, to answer any questions you may have about the amended MOU.

Thank you in advance for your consideration of our request. Please feel free to contact me or Councilmember Massey if you have any questions or concerns.

Sincerely,

Stacey Armato  
Mayor, City of Hermosa Beach

Attachment: Exhibit A – Infiltration MOU Amendment (Redline 04-11-19)

Copy: City of Manhattan Beach Councilmembers      City of Hermosa Beach Councilmembers  
Bruce Moe, Manhattan Beach City Manager      Suja Lowenthal, Hermosa Beach City Manager

EXHIBIT A

AMENDED 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 FOR IMPLEMENTATION 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

This Amended Memorandum of Understanding (MOU), is made and entered into as of the date set forth below by and between the CITY OF HERMOSA BEACH, a California municipal corporation, the CITY OF MANHATTAN BEACH, a California municipal corporation, the CITY OF REDONDO BEACH, a chartered municipal corporation, and the CITY OF TORRANCE, a chartered municipal corporation. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

This MOU supersedes the 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 FOR IMPLEMENTATION 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 dated on or about September 26, 2017.

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 as amended by Order WQ 2015-0075 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and identified the PARTIES as permittees that are responsible for compliance with the MS4 Permit requirements; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on December 26, 2013 to share costs and collaborate in the development of a Draft and Final Enhanced Watershed Management Program (Beach Cities EWMP) and a Draft and Final Coordinated Integrated Monitoring Program (CIMP) to comply with MS4 Permit requirements; and

WHEREAS, a final CIMP satisfying REGIONAL BOARD conditions was submitted to the REGIONAL BOARD by the PARTIES on September 24, 2015 and approved by the REGIONAL BOARD on November 12, 2015; and

## EXHIBIT A

WHEREAS, the PARTIES entered into an MOU on April 12, 2016 for administration and cost sharing for coordination and implementation of the CIMP (CIMP Implementation MOU); and

WHEREAS, the draft Beach Cities EWMP was submitted to the REGIONAL BOARD by the PARTIES on June 28, 2015 consistent with MS4 Permit provisions for EWMPs in Part VI.C.1.a.-f and Part VI.C.5-C.8; and

WHEREAS, the final Beach Cities EWMP was submitted to the REGIONAL BOARD by the PARTIES on February 9, 2016 and was approved by the Executive Officer of the REGIONAL BOARD via letter dated April 18, 2016 (EWMP Approval Letter) that directed the PARTIES to begin implementation of the EWMP immediately including all actions per associated schedules set forth in the Beach Cities EWMP; and

WHEREAS, the Beach Cities EWMP is applicable to the Beach Cities Watershed Management Group Area (Beach Cities EWMP Area) consisting of all the incorporated areas served by the municipal separate storm sewer systems (MS4) of the cities of Redondo Beach, Manhattan Beach, Hermosa Beach and Torrance for the Santa Monica Bay and Dominguez Channel Watersheds excluding the Machado Lake Watershed, and also including the infrastructure of the Los Angeles County Flood Control District (LACFCD) within the Beach Cities EWMP Area; and

WHEREAS, the Beach Cities EWMP identifies regional structural watershed control measures (REGIONAL STRUCTURAL PROJECTS) that when implemented together with specified distributed structural control measures (DISTRIBUTED STRUCTURAL PROJECTS) and baseline and enhanced minimum control measures are predicted by the reasonable assurance analysis (RAA) to achieve compliance with water quality based effluent limitations (WQBELs) set forth in the MS4 Permit for the Beach Cities EWMP Area; 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, the Beach Cities EWMP identifies the Herondo Drain subwatershed (SMB 6-01 analysis region) as a high priority area for implementing REGIONAL STRUCTURAL PROJECTS in order to meet compliance deadlines for WQBELs according to the schedule set forth in the Beach Cities EWMP; and

WHEREAS, the LACFCD owns and operates major elements of the storm drain conveyance system within the Herondo Drain subwatershed, including the Herondo Storm Drain to which the REGIONAL STRUCTURAL PROJECTS will be connected; and

**EXHIBIT A**

WHEREAS the PARTIES have determined that it is mutually beneficial to cooperate in the design and construction of JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 analysis region of the Beach Cities EWMP Area based on proportionate responsibility shown in Table A-1 of Exhibit A; and

WHEREAS the City of Torrance and LACFCD have completed the Torrance Basin Enhancement Project within the Herondo Drain subwatershed which have been accounted for in Table A-1; and

WHEREAS, the CITY OF HERMOSA BEACH in partnership with the other PARTIES submitted a successful application to the State Water Resources Control Board (SWRCB) Division of Financial Assistance under the Water Quality, Supply and Infrastructure Improvement Act of 2014 Storm Water Grant Program Round 1 Implementation funding (PROP 1 STORMWATER IMPLEMENTATION GRANT) for the design and construction of the Hermosa Beach Greenbelt Infiltration Project (HERMOSA GREENBELT PROJECT) which is the highest priority REGIONAL STRUCTURAL PROJECT identified within the SMB 6-01 analysis region of the Beach Cities EWMP Area; and

WHEREAS, the PARTIES agree that the HERMOSA GREENBELT PROJECT is infeasible for reasons including anticipated delays in approval by and for the CITY OF HERMOSA BEACH; and

WHEREAS, the PARTIES agree that the HERMOSA GREENBELT PROJECT shall be redesigned and relocated wholly or predominantly outside the CITY OF HERMOSA BEACH; and

WHEREAS, for purposes of this MOU, the HERMOSA GREENBELT PROJECT shall be renamed the Herondo Infiltration Project (HERONDO INFILTRATION PROJECT); and

WHEREAS, the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT ~~is to be constructed on parkway land owned by the CITY OF HERMOSA BEACH and~~ will receive runoff from tributary land areas from the incorporated areas of the CITY OF REDONDO BEACH, CITY OF TORRANCE, CITY OF MANHATTAN BEACH as well as the CITY OF HERMOSA BEACH as listed in Table A-1; and

WHEREAS, the design objectives of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT are to: improve coastal water quality by providing pollutant load reduction through 100% retention of diverted stormwater and associated pollutant loads including the 303(d)-listed TMDL pollutants indicator bacteria, sediment-borne DDT and PCBs and trash (debris);

EXHIBIT A

restore native coastal dune habitat; and reduce the peak runoff rate and total volume of stormwater discharged to Santa Monica Bay; and

WHEREAS, the construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT ~~will is anticipated to~~ eliminate the necessity for the LACFCD to operate the Herondo Low Flow Diversion system; and

WHEREAS, the LACFCD will participate in cost sharing of the construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT; and<sup>[1]</sup>

WHEREAS, the awarded PROP 1 STORMWATER IMPLEMENTATION GRANT amount of \$3,099,400 represents ~~approximately one half a portion~~ of the estimated total project cost of ~~\$6,435,000 for the~~ HERMOSA GREENBELTHERONDO INFILTRATION PROJECT, and as such the balance of the total project cost must be provided as additional or local matching funds; and

WHEREAS, the CITY OF HERMOSA BEACH ~~has~~ prepared a request for proposals and the PARTIES ~~have~~ selected an engineering firm (ENGINEERING CONSULTANT) to design the HERMOSA GREENBELT PROJECT including preliminary and final design, and plans and specifications. The selected proposal is attached hereto as Exhibit E, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES have determined that ~~hiring an~~retaining the ENGINEERING CONSULTANT to prepare design plans and specifications for the construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT will be beneficial to the PARTIES, and

WHEREAS, the PARTIES anticipate amending this ~~agreement~~MOU to also cover the cost sharing for the construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT based on the proportionate responsibility shown in Table A-1 of Exhibit A once those costs are known; and

WHEREAS, the PARTIES also anticipate amending this ~~agreement~~MOU to implement other future JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 Analysis Region of the Beach Cities EWMP Area based on the proportionate responsibility shown in Table A-1 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total cost for implementation of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT design phase shall not exceed the costs set forth ~~in Exhibit B~~<sup>[2]</sup>, which includes a five percent (5%) contract administration cost.

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:

## EXHIBIT A

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

Section 2. Purpose. The purpose of this MOU is to establish an understanding of proportional responsibility among the PARTIES for implementation of JOINT REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 analysis region of the Beach Cities EWMP Area identified in the Beach Cities EWMP due to the interconnected nature of the MS4. The additional purpose of this MOU is to provide matching funds necessary for the group to utilize Prop 1 STORMWATER IMPLEMENTATION GRANT funds awarded for implementation of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT.

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 EWMP implementation.

Section 5. Term. This MOU Amendment shall become effective on the date of execution by all of the PARTIES (EFFECTIVE DATE), and shall remain in effect for three (3) years from the EFFECTIVE DATE, with the option to extend the term by amendment.

Section 6. The PARTIES agree:

- a. Funding of ~~HERMOSA GREENBELT~~HERONDO INFILTRATION Project. Each PARTY will work cooperatively to fund the design and construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT listed in Exhibit A of this MOU, with responsibility for funding apportioned according to the proportional shares established in Exhibit A.
- b. ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT Design Phase Costs. Once the design costs of the HERONDO INFILTRATION PROJECT are determined, the parties will negotiate in good faith to amend this MOU to incorporate attach the design costs into these MOU based on the proportionate responsibility shown in Table A-1 of Exhibit A once those costs are known. The costs for the Design Phase of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT are shown in Exhibit B.
- c. Future Costs. Except as provided in Section 8.h below, fFuture cost sharing for construction of the ~~HERMOSA GREENBELT~~HERONDO INFILTRATION PROJECT or implementation of other REGIONAL STRUCTURAL PROJECTS within the SMB 6-01 Analysis Region of the Beach Cities EWMP Area are to be based on the proportionate responsibility shown in Table A-1 of Exhibit A. Future costs beyond the Design Phase Costs discussed in Section 6.b above must be approved by amendments to this MOU.

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- d. LEAD AGENCY for Joint Regional Structural Project Implementation. The role of LEAD AGENCY for the implementation of a JOINT REGIONAL STRUCTURAL PROJECT shall be assumed by the agency in whose jurisdiction the project is wholly or predominantly sited, in this case the City of Hermosa-Redondo Beach. The PARTIES agree that the LEAD AGENCY may amend contracted work so long as total costs in Exhibit B are not exceeded and the LEAD AGENCY notifies the PARTIES of the proposed changes and obtains written approval of all PARTIES.
- e. Updates to the Beach Cities EWMP. Updates to the Beach Cities EWMP may be required pursuant to REGIONAL BOARD or MS4 Permit requirements or to obtain REGIONAL BOARD approval for substitution of alternative projects for one or more JOINT REGIONAL STRUCTURAL PROJECTS. -Such an update may be required for the HERONDO INFILTRATION PROJECT. Any such subsequent duly authorized and approved changes to JOINT REGIONAL STRUCTURAL PROJECTS in the Beach Cities EWMP may be incorporated into this MOU by updating exhibits as necessary upon written approval of all the PARTIES so long as there is no increase in costs which would require an amendment of the MOU.
- f. Payment. To fund the cost of implementation of the JOINT REGIONAL STRUCTURAL PROJECTS which shall not exceed the cost distribution amounts shown in Exhibit B of this MOU and to pay the LEAD AGENCY a 5% Administration Fee as described in Table B-1 of Exhibit B. Payment shall be made within sixty (60) days of receipt of the invoice from the LEAD AGENCY.
- g. Documentation. To make a full-faith effort to cooperate with one another by providing to the LEAD AGENCY all requested information and documentation in their possession and available for release that is deemed necessary by the PARTIES to achieve the purposes of this MOU.
- h. Compliance with Terms of Grant Agreement. It is the stated intent of this MOU to initially provide for the joint funding of the Design Phase of THE-the HERMOSA GREENBELTHERONDO INFILTRATION PROJECT, after which time the construction costs can be determined. The parties anticipate amending this MOU to also cover the construction costs at such time that those costs are known. If the PARTIES fail to amend this agreement to jointly fund the construction phase of the Project, the named recipients of the PROP 1 STORMWATER IMPLEMENTATION GRANT, may be deemed in violation of the grant agreement (see Section 8.b below) and required to repay the grant with interest and penalties. The PARTIES agree that should this agreement not be amended and the named recipients are deemed by the State Water Resources Control Board to be in violation of the agreement, that any interest and penalties due shall be

## EXHIBIT A

paid by the PARTY ~~(IES)~~ that refuse to amend this agreement to cover the construction costs.

Section 7. The LEAD AGENCY agrees:

- a. Administration. To collect and deposit funds in a separate account dedicated to this MOU and to distribute funds in accordance with this MOU.
- b. Invoice. To invoice the other PARTIES in amounts not exceeding the amounts shown in Exhibit B, except for the in-kind services to be provided by LACFCD which shall not be invoiced. The payments will be invoiced upon the execution of this MOU by all PARTIES.
- c. Termination. To provide an accounting upon termination of this MOU and to return any unused portion of all funds deposited with the LEAD AGENCY in accordance with the cost allocation formula set forth in Table A-1 of Exhibit A. In the event of a shortfall, the LEAD AGENCY will invoice the PARTIES in accordance with the same formula.

Section 8. The CITY OF HERMOSA BEACH agrees:

- a. Lead Agency. To ~~be the~~ transfer to the City of Redondo Beach LEAD AGENCY status for the implementation of the ~~HERMOSA GREENBELT~~ HERONDO INFILTRATION PROJECT.
- b. Grant Agreement. Subject to approval by the SWRCB Division of Financial Assistance, ~~to~~ transfer to the City of Redondo Beach responsibilities for the execution of the PROP 1 STORMWATER IMPLEMENTATION GRANT as expeditiously as possible following the execution of this MOU, ~~and to distribute copies of the executed grant agreement to the PARTIES within ten (10) business days of receiving the executed PROP 1 STORMWATER IMPLEMENTATION GRANT agreement from the SWRCB Division of Financial Assistance.~~
- c. Contracted Services. Subject to approval by the ENGINEERING CONSULTANT, ~~to~~ transfer to the City of Redondo Beach the contract with ~~an the~~ ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C for preliminary and final design, and plans and specifications of the HERMOSA GREENBELT PROJECT for use for the same purposes for the HERONDO INFILTRATION PROJECT.
- d. Administration. Subject to approval by the SWRCB Division of Financial Assistance and the ENGINEERING CONSULTANT, ~~to~~ transfer to the City of Redondo Beach ~~administration of~~ the ENGINEERING CONSULTANT contract and carrying out of the terms of the PROP 1 STORMWATER IMPLEMENTATION GRANT agreement.



**EXHIBIT A**

- e. Preliminary Design. To distribute copies of the preliminary design plans of the HERMOSA GREENBELT PROJECT to the PARTIES ~~for review and comment prior to directing the ENGINEERING CONSULTANT to proceed with the full design of the HERMOSA GREENBELT PROJECT. The City of Hermosa Beach will provide each of the PARTIES a copy of the preliminary design plans within ten (10) business days after receipt from the ENGINEERING CONSULTANT.~~
  
- f. Final Design. ~~To~~ transfer to the City of Redondo Beach responsibility to submit final design plans to LACFCD for review and approval to enable connection of the HERMOSA GREENBELT/HERONDO INFILTRATION PROJECT to the LACFCD storm drain system.
  
- g. Expenditure. To transfer to the City of Redondo Beach utilize the all remaining funds deposited by the PARTIES with the CITY OF HERMOSA BEACH ~~only~~ for the implementation of the HERMOSA GREENBELT PROJECT. ~~To obtain written approval of all PARTIES if contracted work is to be amended so long as total costs in Exhibit B are not exceeded.~~
  
- ~~—~~ North Francisca Avenue Feasibility Study. To pay all costs, not to exceed \$157,719, of exploratory studies of North Francisca Avenue pursuant to the contract with the ENGINEERING CONSULTANT.
  
- h.

Section 9. The CITY OF REDONDO BEACH agrees:

- a. Lead Agency. To be the LEAD AGENCY for the implementation of the HERONDO INFILTRATION PROJECT.
  
- b. Grant Agreement. Subject to approval by the SWRCB Division of Financial Assistance, to execute the PROP 1 STORMWATER IMPLEMENTATION GRANT as expeditiously as possible following the execution of this MOU.
  
- c. Contracted Services. Subject to approval by the ENGINEERING CONSULTANT, to manage the contract with the ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C for preliminary and final design, and plans and specifications of the HERMOSA GREENBELT PROJECT, including such modifications as approved by the PARTIES for the preliminary and final design, and plans and specifications of the HERONDO INFILTRATION PROJECT.
  
- d. Administration. Subject to approval by the SWRCB Division of Financial Assistance and the ENGINEERING CONSULTANT, to administer the ENGINEERING CONSULTANT contract

## EXHIBIT A

and carry out the terms of the PROP 1 STORMWATER IMPLEMENTATION GRANT agreement.

- e. Preliminary Design. To distribute copies of the preliminary design plans of the HERONDO INFILTRATION PROJECT to the PARTIES for review and comment prior to directing the ENGINEERING CONSULTANT to proceed with the full design of the HERONDO INFILTRATION PROJECT. The City of Redondo Beach will provide each of the PARTIES a copy of the preliminary design plans within ten (10) business days after receipt from the ENGINEERING CONSULTANT.
- f. Final Design. To submit final design plans to LACFCD for review and approval to enable connection of the HERONDO INFILTRATION PROJECT to the LACFCD storm drain system.
- g. Expenditure. To utilize the funds deposited by the PARTIES with the CITY OF REDONDO BEACH only for the implementation of the HERONDO INFILTRATION PROJECT. To obtain written approval of all PARTIES if contracted work is to be amended so long as total costs in Exhibit B are not exceeded.

### Section 109. 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 PARTY 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 of 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

## EXHIBIT A

Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

### Section ~~119~~. 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 ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Should any PARTY withdraw from this MOU, the remaining PARTIES will work in good faith to amend this MOU to revise the cost allocation formula.
- c. 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.
- 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 LEAD AGENCY 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.
- f. Should the termination or withdrawal of this agreement render [the CITY OF HERMOSA REDONDO BEACH](#) in violation of the Grant Agreement described in Section 8.b, the PARTY ~~/IES(S)~~ that terminate or withdraw from this agreement shall be responsible for any interest and penalties due under the Grant Agreement.

### Section ~~124~~. 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

## EXHIBIT A

set forth in Exhibit D 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 D. 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; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate respective PARTY representatives in Exhibit D. 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 6(f) or withdraws pursuant to Section 11(b) or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 11(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.

**EXHIBIT A**

- 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).

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]**

EXHIBIT A

CITY OF MANHATTAN BEACH

By: \_\_\_\_\_

~~Mark Dana~~Bruce Moe  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Liz Tamura  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Special Counsel

**EXHIBIT A**

**CITY OF TORRANCE**

By: \_\_\_\_\_  
Patrick J. Furey, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Rebecca Poirier  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John L. Fellows III, City Attorney

**EXHIBIT A**

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Bill Brand, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Eleanor Manzano  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mike Webb, City Attorney



EXHIBIT A

CITY OF HERMOSA BEACH

By: \_\_\_\_\_  
~~Hany Fangary~~ Stacey Armato  
Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Elaine Doerfling  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael Jenkins, City Attorney

**EXHIBIT A**

**EXHIBIT A**  
**PARTIES' PROPORTIONAL JOINT RESPONSIBILITY**  
**FOR REGIONAL STRUCTURAL PROJECTS**  
**IDENTIFIED IN THE SMB 6-01 ANALYSIS REGION OF THE BEACH CITIES EWMP**

**Table A-1. Responsibility for Hermosa Beach Greenbelt, Hermosa Beach Infiltration Trench and Redondo Beach Park #3 Regional Structural Projects for SMB 6-01 Analysis Region<sup>(a)</sup>**

<b>PARTY</b>	<b>Tributary Area (acres)</b>	<b>Area Percent</b>	<b>Area-Weighted Annual Capture Volume Responsibility (acre-feet)</b>	<b>Area-Weighted Annual Capture Volume Responsibility After Subtracting Implemented Projects<sup>(b)</sup> (acre-feet)</b>	<b>Percent Responsibility for Re-Distributed Capture Volume After Subtracting Implemented Projects</b>
<b>City of Manhattan Beach</b>	<b>52.9</b>	<b>1.8%</b>	<b>15.87</b>	<b>15.87</b>	<b>2.5%</b>
<b>City of Hermosa Beach</b>	<b>283.1</b>	<b>9.6%</b>	<b>84.91</b>	<b>84.91</b>	<b>13.6%</b>
<b>City of Redondo Beach</b>	<b>1056.8</b>	<b>35.7%</b>	<b>316.95</b>	<b>316.95</b>	<b>50.8%</b>
<b>City of Torrance</b>	<b>1571.5</b>	<b>53.0%</b>	<b>471.32</b>	<b>206.64</b>	<b>33.1%</b>
<b>TOTAL</b>	<b>2964.3</b>	<b>100%</b>	<b>889.01</b>	<b>624.37</b>	<b>100%</b>

- (a) Hermosa Beach Greenbelt project [\(which is changed to the Herondo Infiltration Project\)](#), Hermosa Beach Infiltration Trench project and Redondo Beach Park #3 project all to be completed by 2021
- (b) Implemented projects as of the execution of this MOU include the Henrietta Basin and Amie Basin projects with a combined annual capture volume of 184.6 acre-feet and the Entradero Basin with an annual capture volume of 80.1 acre-feet which reduce the remaining total capture volume needed for the SMB 6-01 tributary area to 624.4 acre-feet per year.

EXHIBIT A

EXHIBIT B<sup>[3]</sup>

JOINT REGIONAL PROJECT COSTS AND FUNDING CONTRIBUTIONS

Table B-1. ~~Hermosa Greenbelt~~HERONDO INFILTRATION Cost Breakdown – Design Phase

Task #	Description	Local Match	Grant	Total
<b>1</b>	<b>Project Management</b>			
1.1	Develop and Issue RFP for Design/Engineering Services	\$9,600	-	
1.2	Review, selection and approval of design contract	\$7,000	-	
1.3	Project administration, grant coordination, and grant quarterly reporting and invoicing (8 quarters)	\$40,753	-	
	<b>Total Project Management – Design Phase</b>	<b>\$57,353</b>	<b>-</b>	<b>\$57,353</b>
<b>2</b>	<b>Planning/Design/Engineering/Environmental Permitting</b>			
2.1	Geotechnical investigation/studies, utilities evaluation	\$105,000		
2.2	Preliminary Design/Planning	\$320,000		
2.3	CEQA documentation, permits, LACFCD review and fees	\$105,000		
2.4	Final Design		\$400,000	
2.5	Construction Drawings (Plans & Specs.), Engineer’s estimate, Request for Bids, Bidder Questions/Meeting Review	\$110,000		
2.6	City Council approval/award Construction Contract, including Staff Report	\$10,000		
	<b>Total Engineering and Planning – Design Phase</b>	<b>\$650,000</b>	<b>\$400,000</b>	<b>1,050,000</b>
<b>5</b>	<b>Education and Outreach</b>			
5.1	Development of Education and Outreach Plan	\$5,000		
5.2	Implementation of Outreach Plan	\$30,000		
	<b>Total Education/Outreach</b>	<b>\$35,000</b>		<b>\$35,000</b>
<b>Total</b>	<b>Design Phase Cost <del>Hermosa Greenbelt</del>HERONDO INFILTRATION Project</b>	<b>\$742,353</b>	<b>\$400,000</b>	<b>\$1,142,353</b>
	Administrative cost (5% of Total)			\$57,117.65
	Contingency (10% of Total)			\$114,235.30
	<b>TOTAL DESIGN PHASE COSTS</b>	<b>\$913,705.95</b>	<b>\$400,000</b>	<b>\$1,313,705.95</b>
	Site Geotechnical Study, Phase I Records Search, Refined Hydrologic and Hydraulic Model <sup>1</sup>	(\$64,070)		
	<b>TOTAL DESIGN PHASE COSTS to be distributed among PARTIES</b>	<b>\$849,635.95</b>		

<sup>1</sup> Cost for Site Geotechnical Study, Phase I Records Search and Refined Hydrologic and Hydraulic Model is funded by Beach Cities MOU for Development of the EWMP and CIMP executed on December 23, 2013.

EXHIBIT A

Table B-2. Cost Distribution for ~~Hermosa Greenbelt~~ HERONDO INFILTRATION Project Design Phase

<b>PARTY</b>	<b>Percent Responsibility as shown in Table A-1</b>	<b>Distributed Cost by Agency</b>
<b>City of Hermosa Beach</b>	<b>13.6%</b>	<b>\$115,550.50</b>
<b>City of Manhattan Beach</b>	<b>2.5%</b>	<b>\$21,240.90</b>
<b>City of Redondo Beach</b>	<b>50.8%</b>	<b>\$431,615.05</b>
<b>City of Torrance</b>	<b>33.1%</b>	<b>\$281,229.50</b>
<b>Total Design Phase Cost Distributed among PARTIES</b>	<b>100%</b>	<b>\$849,635.95</b>

EXHIBIT A

EXHIBIT C

~~HERMOSA GREENBELT~~HERONDO INFILTRATION DESIGN SCOPE OF SERVICES

**Scope of Work**

The successful proposer will provide design engineering services for the following elements: the diversion structure in the Herondo Storm drain directing flow to the pretreatment system, a pretreatment system to remove trash and debris, an underground holding tank sized to retain the required storm volume as specified in the EWMP and the 10% concept designs and based on the geotechnical analysis, and a flow meter at the diversion pipe to measure the volume of water diverted. The City anticipates the consultant to propose innovative solutions and approaches to save cost and time during the design, procurement and construction of the project. Pre-manufactured infiltration systems may be considered in the design. Criteria for evaluating the suitability of different designs include considerations such as: ease of maintenance, load bearing capacity, storage capacity, dimensions, constructability, cost of construction and long-term maintenance, time to construct, etc.

The infrastructure characteristics of the site have been assessed (soil permeability, slope, natural features, etc.). This site-specific geotechnical information will be utilized by the successful proposer to develop the preliminary and final design. Beach Cities Watershed Management Group representatives as well as ~~Hermosa Beach~~ City engineers and Los Angeles County Flood Control District engineers will provide review and comment on the preliminary design. CEQA documentation will be completed based on the preliminary design. The Consultant will present the Final Design Plan to ~~Hermosa Beach~~ City engineers and Los Angeles County Flood Control District engineers for final review along with any responses received on the preliminary engineering design plans. The Consultant will gather final feedback from engineering reviewers to incorporate into the final design plans and construction drawings. At the end of the design phase City staff will prepare plans and specifications for bid advertisement for construction of the project.

**EXHIBIT A**

**EXHIBIT D**

**BEACH CITIES WMG  
EWMP/CIMP GROUP  
Parties' 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	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	Shawn Igoe E-mail: sigoe@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, 11 <sup>th</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803	Angela George E-mail: ageorge@dpw.lacounty.gov Phone: (626) 458-4300 Fax: (626) 457-1526