



Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Mark Johnson, Environmental Programs Coordinator

Reviewed by: Yolanda Bundy, Environmental Sustainability Director
Rob DuBoux, Public Works Director

Approved by: Reva Feldman, City Manager

Date prepared: February 3, 2021 Meeting date: February 22, 2021

Subject: Professional Services Agreement and Memorandum of Understanding to Update the Enhanced Watershed Management Program and Reasonable Assurance Analysis

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Larry Walker Associates in an amount not to exceed \$535,633 to update the North Santa Monica Bay Coastal Watershed (NSMBCW) Enhanced Watershed Management Program (EWMP) and Reasonable Assurance Analysis (RAA); and 2) Authorize the Mayor to execute a Memorandum of Understanding (MOU) between the City of Malibu (City), Los Angeles County Flood Control District (District) and the County of Los Angeles (County) for the development and cost sharing of the update to the NSMBCW EWMP and RAA.

FISCAL IMPACT: The City, District, and County costs are anticipated to be \$112,494, \$53,563, and \$358,326, respectively over the duration of the contract excluding the contingency fee but including an administrative fee. The City will be invoicing the District and County for 50 percent of each of their cost share once the agreement is executed, and the remainder at the start of the next fiscal year. Funding for these costs were included in the Adopted Budget for Fiscal Year 2020-2022 as amended on February 8, 2021.

WORK PLAN: This item was included as item 5e in the Adopted Workplan for Fiscal Year 2020-2021.

DISCUSSION: On November 8, 2012, the Los Angeles Regional Water Quality Control Board (RWQCB) adopted a National Pollutant Discharge Elimination System (NPDES) Permit under the Federal Clean Water Act for discharges from the Municipal Separate Storm Sewer System (MS4) within Los Angeles County. This permit was effective as of December 28, 2012 and included significant revisions to the previous 2001 permit.

The most important change from previous MS4 permit was the incorporation of numerous Total Maximum Daily Loads (TMDLs) that have been developed for each watershed and are currently part of the RWQCB Basin Plan Amendments for Los Angeles County. The MS4 Permit generally prevents a municipal permittee (i.e. City) from allowing a “discharge” of pollutants from its MS4 system into “navigable waters” of the United States, which include creeks, rivers, lakes, harbors, bays, estuaries, and the Pacific Ocean, where that discharge causes or contributes to a violation of water quality standards in the navigable water.

The 2012 MS4 permit provided for three general implementation options:

Option 1: Implement the baseline Minimum Control Measures (MCM) which are prescribed in the MS4 permit and demonstrate compliance with strict numeric limits for water quality standards through monitoring. MCMs are considered to be baseline or default requirements. Permittees that elect this option must implement the MCMs by June 2013. Option 1 provided no protection from immediate enforcement or third-party lawsuits in the event that monitoring shows discharge from the MS4 does not meet either the interim or final TMDL targets or receiving water limitations despite the full implementation of the minimum control measures. This option requires strict compliance with the water quality standards as prescribed in all TMDL deadlines.

Option 2: Develop and implement a Watershed Management Program (WMP) individually in one or more watersheds, addressing all watersheds to which the City is tributary. The WMP option provides flexibility to customize the MCMs while utilizing other strategies, such as installing structural BMPs or alternative BMPs to those required in the MCM. However, deviation from MCM must be justified. The WMP requires permittees to demonstrate that activities and control measures identified in the WMP will achieve the applicable water quality standards by conducting a quantitative Reasonable Assurance Analysis (RAA) for each water body-pollutant combination using a peer-reviewed water quality model in the public domain. A permittee's full compliance with all approved elements of the WMP constitutes compliance with interim TMDL targets. This option still requires final TMDL targets to be met in the strict numeric sense.

Option 3: Develop and implement an EWMP in coordination with neighboring public agencies in one or more watersheds. The EWMP must evaluate opportunities for collaboration on large multi-benefit regional projects which address runoff from 85th percentile, 24-hour storm events or, where this is not feasible, demonstrate via a RAA

that TMDL targets and receiving water limitations will be met. Within drainage areas where the 85th percentile, 24-hour storm event is retained along with all non-stormwater runoff, a permittee shall be deemed in compliance with final TMDL targets and receiving water limitations. This option requires final TMDL targets to be met.

On October 14, 2013, City Council selected **Option 3** to develop an EWMP as the best approach in seeking compliance with the MS4 permit. This option will allow the flexibility so that the City, in conjunction with the County, can develop creative, watershed-based solutions to comply with water quality standards in the permit. On April 19, 2016, the RWQCB approved the EWMP for the NSMBCW group.

The current MS4 permit requires the EWMP and RAA be updated by June 30, 2021 to re-evaluate the water quality parameters based on the data collected from the monitoring program. This update must incorporate water quality data gathered through December 31, 2020.

On December 1, 2020, the City issued a Request for Proposals (RFP) for the development of an update to the EWMP and CIMP for the North Santa Monica Bay Coastal Watersheds. The City received proposals from the following firms:

1. Craftwater Engineering, Inc.
2. Geosyntec Consultants
3. Larry Walker Associates
4. Tetra Tech, Inc.

Staff reviewed the proposals, and three consulting firms were subsequently granted qualification interviews, Geosyntec Consultants, Larry Walker Associates, and Tetra Tech, Inc. The interviews were conducted on January 7, 2021 via Zoom conference due to the coronavirus pandemic. Each firm's interview presentation and RFP package were evaluated, and a selection was made based on the criteria listed in the RFP.

It is recommended that the City enter into an agreement with Larry Walker Associates based on the quality of the proposals and the interview presentations. This consultant has successfully completed stormwater projects and studies for Southern California agencies, including the Malibu Creek Watershed Group. Staff also suggests authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City of Malibu, Los Angeles County Flood Control District, and the County of Los Angeles for the development of an update and cost sharing of the North Santa Monica Bay Coastal Watersheds EWMP.

Staff will be seeking direction and comments from Council on the proposed changes prior to submitting the update to the RWQCB. Once this agreement and MOU have been executed, staff will schedule a presentation for Council outlining the updates pertaining

to the EWMP and RAA to ensure compliance with water quality targets in accordance with established deadlines.

ATTACHMENTS:

1. Professional Services Agreement with Larry Walker Associates
2. Memorandum of Understanding between the City of Malibu, Los Angeles County Flood Control District, and County of Los Angeles

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 22, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Larry Walker Associates (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating Enhanced Watershed Management Program (EWMP) and Watershed Management Program (WMP) development.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on February 23, 2021, and will remain in effect from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be for a total amount not to exceed \$535,633. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the

singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Reva Feldman	CONSULTANT:	Chris Minton
	City Manager		Vice President
	City of Malibu		Larry Walker Associates
	23825 Stuart Ranch Road		1480 Drew Avenue, Suite 100
	Malibu, CA 90265-4861		Davis, CA 95618
	TEL (310) 456-2489 x 224		TEL (206) 257-0610
	FAX (310) 456-2760		CELL (310) 743-6235

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges

his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials UA

This Agreement is executed on _____, 2021, at Malibu, California, and effective as of February 23, 2021.

CITY OF MALIBU:

MIKKE PIERSON, Mayor

ATTEST:

HEATHER GLASER, City Clerk

(seal)

CONSULTANT:

By: CHRIS MINTON, Vice President

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney



City of Malibu

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EXHIBIT A

ENHANCED WATERSHED MANAGEMENT PROGRAM / REASONABLE ASSURANCE ANALYSIS UPDATE SERVICES SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, COORDINATION, AND MEETING

The consultant shall provide project management services to ensure that all deliverables are provided on schedule and within budget. The consultant shall:

- Provide a project schedule to complete all tasks in this Scope of Work to the NSMBCW Group for approval. This schedule shall be updated and provided to the NSMBCW Group every other month (bi-monthly).
- Schedule and prepare agenda and summary notes for monthly teleconference or videoconference meetings with the NSMBCW Group. (Initially and as deadlines near, the meeting frequency may need to increase.) Consultant may assume that 15 teleconference or videoconference meetings (1-2 hours each) will occur.
- Attend and participate in meetings with Regional Board staff as needed. Consultant may assume that three meetings will occur.
- Perform project management duties including establishment and maintenance of a document sharing internet site for materials related to this scope of work, coordinating with City Project Manager, and providing monthly invoices including the budget expended, remaining budget, an explanation of the work completed, and percent complete.

Deliverables for Task 1

- Bi-monthly updated project schedule.
- Agendas and summary notes for each meeting with the NSMBCW Group.
- Materials for participation in meetings with Regional Board and summary meeting notes.

TASK 2 – WORK PLAN FOR ENHANCED WATERSHED MANAGEMENT PROGRAM/WATERSHED MANAGEMENT PROGRAM UPDATE

In consultation with the NSMBCW Group, the consultant shall prepare a Draft EWMP/WMP update Work Plan and a Final EWMP/WMP update Work Plan as described below.



Recycled Paper

Task 2.1 – Update to Water Quality Priorities: Consultant shall develop an updated characterization of water quality conditions within the geographical scope of EWMP, update water quality priorities identified in the existing EWMP, update waterbody pollutant classifications, and prepare an updated assessment of sources including Industrial General Permit facilities, nurseries, and indoor permitted growers. Consultant shall exclude lands owned by jurisdictions other than the NSMBCW EWMP Group, including State of California and Federal Lands from the NSMBCW EWMP area. The consultant may use the limiting pollutant approach to address one or more of the water body-pollutant combinations to be addressed by the updated EWMP so long as the approach is consistent with the requirements of the State Board. The approach must clearly outline which pollutants are controlling or limiting for each waterbody, identify the pollutants for which those pollutants are intended to be controlling, and provide the rationale for why those pollutants are expected to be controlling for the others. Completion of the updated characterization and assessment shall include the following:

- Update all readily available, relevant, and appropriately collected water quality monitoring datasets containing data collected within at least the last five years (since January 1, 2016). It is expected that the majority of datasets will be provided by the NSMBCW Group or available from the Regional Board. These datasets are expected, at a minimum, to include data collected through the County MS4 program, the City of Los Angeles' Status and Trends program, and other existing monitoring programs such as TMDL and CIMP compliance monitoring. NSMBCW Group will make its monitoring database compilation available to the consultant. Consultant shall establish quality assurance/quality control (QA/QC) criteria and conduct a QA/QC check of the data and identification of the datasets meeting the criteria for use.
- Update the EWMP/WMP evaluation existing water-quality conditions, including characterization of stormwater and non-stormwater discharges from the MS4 and the receiving water body. The updated evaluation shall consider existing TMDLs and 303(d) listings as well as available receiving water and outfall data compiled as part of the task above and result in an updated identification of water-quality issues.
- Update EWMP/WMP potential water-quality priorities including applicable water quality based effluent limitations and/or receiving water limitations established pursuant to TMDLs included in the current and future MS4 Permit and 303(d) listings, ASBS Special Protections, and other exceedances of receiving water limitations.
- Update classification of water-quality issues resulting from stormwater and non-stormwater discharges to the MS4 and from the MS4 to receiving waters issues as Category 1 (Highest Priority), Category 2 (High Priority), or Category 3 (Medium Priority) as described in the current and future Permit.
- Update EWMP/WMP list of 303(d) listings and other exceedances of receiving water limitations that are in the same class as those addressed in a TMDL in the watershed.
- Update collection of available reports and sampling information and research, to identify, evaluate, and prioritize known and suspected stormwater and non-stormwater pollutant sources in discharges to the MS4 and from the MS4 to receiving waters and any other stressors

related to MS4 discharges causing or contributing to the highest water quality priorities (Categories 1 through 3).

- Utilize the data compiled as part of the above tasks to update the EWMP source assessment for the water body pollutant combinations in Categories 1 through 3.

Task 2.2 – Summarize Existing and Potential Future Control Measures: Consultant shall characterize watershed control measures within the geographical scope of EWMP. The summary shall include the following:

- Prepare a summary of existing control measures, including minimum control measures (MCMs), Low Impact Development (LID) parcels, and BMP programs already in effect. Consultant shall develop a formatted template for NSMBCW Group to use to document existing MCMs, LID parcels, and BMP programs implemented within the watershed area. Consultant shall compile materials submitted by the NSMBCW Group.
- Consultant shall identify potential opportunities for further customization of MCMs, general approaches to modify MCMs, and describe the information that may be necessary to support the modifications. (Note: existing EWMP already includes several Enhanced MCMs.) NSMBCW Group will provide materials for compilation by the consultant as part of the EWMP Plan update (see Task 2.4 below).
- Review TMDL Implementation Plans (IPs), Integrated Watershed Management Plans (IRWMPs), EWMP plans, Measure W Investment Plan, and other plans for structural watershed control measures provided by NSMBCW Group. Summarize the regional and distributed projects that are proposed in information provided by the NSMBCW Group including location, preliminary design characteristics, and the status of project implementation. Also, summarize existing and proposed regional and distributed control measures in existing plans that provide multiple benefits and support beneficial reuse, recycling, or recharge of treated stormwater in addition to opportunities to incorporate habitat recreational, and open space.
- Review and summarize data regarding performance of regional and distributed structural BMPs, and institutional non-structural control measures for reducing stormwater and non-stormwater flows and priority pollutants. Data should be analyzed in consideration of applicable NSMBCW water quality priorities, receiving water limitations, Water Quality-Based Effluent Limitations (WQBELs), and other relevant water quality standards.
- Prepare an updated list of potential regional projects to retain (1) all non-stormwater and (2) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project. The consultant shall research sites where the City and County can potentially collaborate on project development. It is assumed that this effort will be conducted based on available data, maps and figures. No field work is expected under this task.



Task 2.3 – Reasonable Assurance Analysis Update Approach: Consultant shall draft a memorandum proposing an approach to meet the requirements of conducting an update to the NSMBCW Group’s existing EWMP Reasonable Assurance Analysis (RAA) to demonstrate that the watershed control measures identified in the updated EWMP will result in MS4 discharges achieving applicable WQBELs and Receiving Water Limitations (RWLs) of the current and future MS4 Permit and all requirements of the ASBS Special Protections.

The updated RAA must incorporate both water quality data and control measure performance data, and any other information informing the two-year adaptive management process, gathered through December 31, 2020. The NSMBCW Group’s existing EWMP RAA was performed using the SBPAT model. Since that time, the WMMS model has been modified to provide enhanced functionality. It is assumed that NSMBCW Group will select a primary model for use in conducting the RAA, and the consultant is expected to provide recommendations and information on advantages and disadvantages of the available models and various RAA approaches.

Development of the RAA update approach shall include the following:

- Review readily available models to identify capabilities and limitations, and determine which updates, if any, are needed to perform the RAA. Summarize available tool(s)/model(s) which could provide additional support.
- Outline the proposed modeling process for evaluating and selecting watershed control measures. The types of watershed control measures to be evaluated should be summarized including MCMs and non-structural, distributed structural, and regional/centralized structural controls. Describe the process for representing these watershed control measures in the modeling system and quantifying their effectiveness in relationship to updated NSMB water quality priorities. Describe how the model will support selection of the watershed control measures that are proposed for implementation via the updated EWMP/WMP. Describe how jurisdictional boundaries will be accounted for when selecting watershed control measures.
- Outline the process for demonstrating the effects of to-be-implemented watershed control measures on stormwater quality, non-stormwater quality, and receiving water quality. Describe how the effects of BMPs will be compared to receiving water limitations, TMDL wasteload allocations, WQBELs and other applicable targets at the watershed and jurisdictional scale.
- Outline the process for creating a BMP implementation sequence/schedule/timeline based on the model-supported BMP scenario(s). Consider schedules for watershed control measures that have already been planned, scheduled, and/or implemented by agencies in the watershed area.

Task 2.4 – Prepare Draft and Final EWMP/WMP Update Work Plans: Consultant shall prepare a Draft and Final EWMP/WMP update Work Plan incorporating the above information. Consultant shall perform this task as follows:

- Propose updated approaches to addressing 303(d) listed and non-303(d) listed receiving water exceedances not addressed by a TMDL in the watershed.

- Propose an updated approach to addressing State Board ASBS Special Protections requirements applicable to ASBS 24.
- Propose an updated prioritization and sequence to the waterbody pollutant issues. Prioritization shall include TMDLs and other receiving water considerations.
- Prepare a Draft EWMP/WMP update Work Plan, with a schedule and strategy to complete the EWMP/WMP Plan update as described in this Scope of Work. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Draft EWMP/WMP update Work Plan.
- Finalize EWMP/WMP update Work Plan. It is assumed that the consultant will revise the Draft EWMP/WMP update Work Plan two times. Consultant shall provide two weeks for review of the initial Draft EWMP/WMP update Work Plan and one week for review of the revised Draft EWMP Work Plan. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Final EWMP/WMP Work Plan.

Deliverables and Schedule for Task 2

It is anticipated that one revision will be required of each of the Draft and Final EWMP/WMP update Work Plan. The memorandum describing the RAA approach will not be finalized; rather the information shall be included in the Draft and Final EWMP/WMP update Work Plans.

- Prepare Memorandum as described in Task 2.3
- Draft EWMP/WMP update Work Plan
- Final EWMP/WMP update Work Plan

TASK 3 – ENHANCED WATERSHED MANAGEMENT PROGRAM/WATERSHED MANAGEMENT PROGRAM PLAN UPDATE

In consultation with the NSMBCW Group, the consultant shall prepare an EWMP/WMP Plan update by implementing all aspects of the final EWMP/WMP update Work Plan, a Draft EWMP/WMP update Plan, and a Final EWMP/WMP update Plan. It is acknowledged that the following scope items may need to be revised based on the Final EWMP/WMP update Work Plan. In preparing the EWMP/WMP Plan update, the consultant shall perform, at a minimum, the following activities.

Task 3.1 – Update Approach to Addressing USEPA TMDLs, 303(d) Listings, ASBS Special Protections, and Other Exceedances of Receiving Water Limitations: Consultant shall address MS4 Permit requirements related to USEPA TMDLs, 303(d) listings, ASBS Special Protections, and other exceedances of receiving water limitations as follows.

- Develop interim numeric milestones and compliance schedules for the Malibu Creek Watershed and Santa Monica Bay TMDLs, and corresponding TMDL implementation plans, established by the US Environmental Protection Agency (US EPA) and the Regional Board.

- Develop interim numeric milestones and compliance schedules for the 303(d) listed and non-303(d) listed receiving water limitations exceedances not addressed in a TMDL in the watershed, including any requirements of the State Board's ASBS Special Protections that may be applicable to ASBS 24.

Task 3.2 – Update List of Regional and Distributed BMP Projects: In consultation with the NSMBCW Group, the consultant shall:

- Identify additional potential locations for regional projects to retain (i) all non-stormwater and (ii) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project. Describe the multi-use features of these potential projects.
- Identify potential locations where the City and County could potentially collaborate on project development of regional BMPs to capture/treat both City and County flows.
- Review and summarize the regulatory issues, environmental permits, and other requirements for implementing the proposed regional and distributed BMP project sites.
- Provide a recommended list of potential regional and distributed BMP projects and locations (if applicable) based on analysis and evaluation steps described above.

Task 3.3 – Update EWMP/WMP Watershed Control Measures and Reasonable Assurance Analysis: Utilizing the process as described in Task 2.4, the consultant shall:

- Prepare updated quantitative analysis or modeling tool to represent hydrology, hydraulics, stormwater quality, non-stormwater quality, and receiving water quality before and after implementation of updated list of watershed control measures.
- Summarize existing and potential additional MCMs, specific modifications to MCMs, and information supporting modifications to MCMs.
- For the portion of the watershed that cannot be addressed with regional projects, prepare an updated list of structural and nonstructural watershed control measures to achieve applicable WQBELs and/or RWLs for each TMDL, 303(d) listing, ASBS Special Protections requirements, and receiving water exceedances, consistent with applicable compliance schedules in the Permit. Incorporate effective technologies, approaches and practices, including green infrastructure and low-impact development strategies.
- Perform an updated Reasonable Assurance Analysis for each TMDL, 303(d) listing, ASBS Special Protections requirement, and receiving water exceedance that consists of an assessment (through quantitative analysis or modeling) to demonstrate that the watershed control measures identified will achieve applicable WQBELs and/or RWLs.

Task 3.4 – Prepare Draft and Final EWMP/WMP Plan Updates: Prepare draft and final documents incorporating the above information as follows:

- Incorporate updated milestones and compliance schedules into the EWMP/WMP update to track progress toward addressing the highest water quality priorities and achieving applicable WQBELs and/or RWLs in the shortest time as possible taking into account technological, operational, and economic factors.
- Propose modifications to the existing EWMP/WMP for consideration by the NSMBCW Group, as needed.
- Prepare an updated adaptive management process outline for the NSMBCW Group to: 1) support the required two-year comprehensive evaluation of the effectiveness of the EWMP; and 2) modify control measures and/or monitoring accordingly to address currently identified priorities and/or future priorities.
- Prepare a Draft EWMP/WMP Plan update as described in the current and future MS4 Permit and this Scope of Work. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Draft EWMP Plan for review by NSMBCW Group.
- Finalize updated EWMP/WMP Plan. It is assumed that the consultant will revise the Draft EWMP/WMP Plan two times. Consultant shall provide four weeks for review of the initial Draft updated EWMP/WMP Plan and two weeks for review of the revised Draft updated EWMP/WMP Plan. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Final updated EWMP/WMP Plan.

The consultant shall revise the Final updated EWMP/WMP Plan update based on the Regional Board's comments within two months of receiving the comments, or as per the response deadline(s) required by the Regional Board.

Deliverables for Task 3

It is anticipated that one NSMBCW Group revision will be required of each of the Draft and Final updated EWMP/WMP Plans, and one revision in response to Regional Board comments on the Final updated EWMP/WMP Plan.

- Update Approach to Addressing US EPA TMDLs, 303(d) Listings, ASBS Special Protections, and Other Exceedances of Receiving Water Limitations
- Update List of Regional and Distributed BMP Projects
- Identify Selected Watershed Control Measures and Conduct Reasonable Assurance Analysis
- Updated Draft EWMP Plan
- Updated Final EWMP Plan

TASK 4 – COORDINATED IMPLEMENTATION MONITORING PROGRAM UPDATE

The consultant shall prepare a draft Coordinated Implementation Monitoring Program (CIMP) update and a final CIMP update. The CIMP update shall address all TMDL and Non-TMDL monitoring requirements of the MS4 Permit including:

- Receiving water monitoring
- Stormwater outfall based monitoring
- Non-stormwater outfall based monitoring
- ASBS monitoring.

In preparing the CIMP update, the consultant shall perform, at minimum, the following activities for each of the above-listed monitoring requirements.

Task 4.1 – Updated Monitoring Approach: Develop an approach to meet all of the required monitoring elements and include in the Draft CIMP update:

- Compile updated GIS layers associated with storm drains, channels, and outfalls.
- Update summary of all TMDL, ASBS, and MS4 Permit required outfall based, receiving water, and special study monitoring requirements.
- Develop stormwater outfall based monitoring approach including an estimated number of outfalls necessary to meet the TMDL, ASBS, and MS4 permit requirements.
- Compile a list identifying all Federal, State, and locally exempt parcels outside of the NSMBCW Group's jurisdiction which are regulated by other State or Federal agencies.
- Revise non-storm water outfall based screening and monitoring plan summarizing methods used to: 1) conduct an inventory of MS4 outfalls; 2) identify outfalls with significant non-stormwater discharges; 3) prioritize source investigations; 4) identify sources of significant non-stormwater discharges; and 5) monitor of non-stormwater discharges exceeding criteria.
- Integrate TMDL, MS4, and MS4 Permit receiving water monitoring requirements and identification of an estimated number of sites, and general locations, necessary to meet TMDL and MS4 permit requirements.
- Propose discussion of how the NSMBCW Group participates in the Southern California Stormwater Monitoring Coalition (SMC) Regional Watershed Monitoring Program (bio-assessment).

Task 4.2 – Site Selection: The consultant shall update the existing CIMP's identification of sites to meet the requirements of current and future MS4 Permit outfall and receiving water monitoring, ASBS, and TMDL requirements.

The update in the Draft CIMP shall consist of the following:

- A summary of field surveys evaluating potential sites, with consideration of all necessary factors including, but not limited to the expected representativeness, accessibility, availability of power as needed and security, to determine the most appropriate monitoring stations for both dry- and wet-weather monitoring. The consultant shall consider existing monitoring stations already used for TMDLs and land use based representative sampling is strongly encouraged.
- An updated list of monitoring sites, including the description of factors used in the selection, photographs of the selected sites, and maps showing the sites.

Task 4.3 – Updated Draft and Final CIMP: The consultant shall prepare an updated Draft and Final CIMP that proposes an optimal and cost-effective monitoring design that meets the intended objectives of the MS4 Permit, incorporates the above and following information.

- Updated description of criteria for mobilization of water quality sampling crews. This shall incorporate any CIMP update(s) approved by the Regional Board prior to initiating this task.
- Updated, as needed, description of the sample collection methods, analytical methods, field observation requirements, Toxicity Identification Evaluation (TIE) initiation approach, and QA/QC protocols.
- Updated description of how collected data will be compiled and stored to support future assessment and reporting efforts.
- Updated outline of an integrated monitoring and assessment program to evaluate progress toward achieving applicable limitations.
- Updated description of the process for revising components of the CIMP.
- Update Draft CIMP as described in the MS4 Permit and this Scope of Work. Additionally, provide a cost estimate to implement the updated Draft CIMP. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Draft CIMP.
- Finalize updated CIMP. It is assumed that the consultant will revise the updated CIMP two times. The consultant shall provide four weeks for review of the initial updated Draft CIMP and two weeks for review of the updated Final CIMP. The consultant shall provide electronic copies (in Microsoft Word and PDF) of the Final CIMP.
- Revise the updated Final CIMP based on the Regional Board comments.

Deliverables for Task 4

It is anticipated that one revision will be required each of the updated Draft CIMP and updated Final CIMP based on NSMBCW Group comments. It is anticipated that one revision will be required of the updated Final CIMP based on the Regional Board comments.

- Updated Outfall and Receiving Water Monitoring Approach

- Updated Monitoring Site Selection
- Updated Draft CIMP
- Updated Final CIMP
- Two months from receiving Regional Board comments (or by a deadline set by the Regional Board, whichever comes first): Revised updated Final CIMP based on the Regional Board comments

OPTIONAL INFORMATION

TASK 5 - STATE WATER RESOURCES CONTROL BOARD 2020 WATER QUALITY ORDER UPDATE

The [Final Proposed Draft Order](#) (Item 4) was considered on November 17, 2020. In consultation with the NSMBCW Group, the consultant shall update the ASBS Compliance Plan, EWMP/WMP plan, and RAA incorporating the required changes in this order. The information acquired from this task shall be used to update Tasks 2-4.

Task 5.1 Update the ASBS Compliance Plan

Revise the ASBS Compliance Plan to clarify required BMPs necessary to attain natural water quality.

- The ASBS Compliance Plan shall be updated to assess if storm water runoff is causing or contributing to an alteration of natural water quality in the ASBS.
- The ASBS compliance plan shall be updated to describe BMPs necessary to attain natural ocean water quality.

Task 5.2 Update the RAA

- The RAA shall be updated to address drainage areas within the EWMP/WMP are where retention of the 85th percentile 24-hour storm event is not feasible.
- The RAA must clearly identify the information considered and how that information was used or why it was not used.
- The RAA must clearly outline which pollutants are controlling or limiting for each water body, identify the pollutants for which those pollutants are intended to be controlling, and provide the rationale for why those pollutants are expected to be controlling for the others.
- The updated RAA must incorporate both water quality data and control measure performance data, and any other information informing the two-year adaptive management process, gathered through December 31, 2020

Task 5.3 Update the EWMP/WMP

Update the EWMP/WMP to address alterations of water quality standards in the ASBS

- Update the EWMP/WMP to include discussions of ASBS data to assess if any storm water runoff is causing or contributing to alterations of natural water quality is the ASBS.
- Update the EWMP/WMP to address drainage areas within the EWMP/WMP are where retention of the 85th percentile 24-hour storm event is not feasible.
- The EWMP/WMP update shall include an explanation of how information in the source assessment was used. Including the identification of unavailable, needed information and the assumption(s) being made to substitute for that information with enforceable commitments to acquiring the information and deadlines for incorporating into the EWMP/WMP. Identification of relevant, available data not used in the RAA and an explanation of why is disregarded.

Deliverables for Task 5

- Updated Draft EWMP/WMP
- Updated Draft ASBS Compliance Plan
- Final Updated EWMP/WMP
- Final Updated ASBS Compliance Plan

TASK 6 – EWMP PROJECT FEASIBILITY REVIEW

The consultant shall conduct a feasibility review the projects Sweetwater Canyon, Corral Canyon, Latigo Canyon and Las Flores Canyon in table 28 of the NSMBCW EWMP. The consultant should review each analysis region with the proposed distributed BMPs effectiveness of final compliance with the Santa Monica Bay Beaches Bacteria TMDL, Santa Monica Bay Marine Debris TMDL and the Santa Monica Bay PCB/DDT TMDL. The projects identified in each analysis region shall be compared with the required load reductions for these three TMDLs. The consultant shall provide alternative options to meet the required load reductions for these analysis regions.

Deliverables for Task 6

- EWMP distributed BMPs Analysis Region project review
- Load reduction assessment for Each TMDL for each analysis region
- Action plan for each analysis region to meet final waste load allocations
- Presentation to City Planning Commission, City Council, and/or Council Committees
 - Draft and final presentation materials



City of Malibu

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EXHIBIT B

COMPENSATION FOR SERVICES

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Table 1. Individual Cost Breakdown by Task

Task No.	Task Description	Costs ¹	Costs with Streamlined Approach ²	Cost Savings
1.0	Project Management, Coordination, and Meetings	\$35,923	\$35,923	
1.1	<i>Bi-monthly updated project schedule</i>	\$1,828	\$1,828	
1.2	<i>Agendas & notes for NSMBCW Group meetings (15)</i>	\$16,082	\$16,082	
1.3	<i>Materials & notes for Regional Board (RB) meetings (3)</i>	\$13,653	\$13,653	
1.4	<i>Project Management and Monthly progress reports</i>	\$4,360	\$4,360	
2.0	Work Plan for EWMP/WMP Update	\$63,916	\$28,684	\$35,232
2.1	<i>Update to Water Quality Priorities</i>	\$6,501	\$6,501	
2.2	<i>Summarize Existing and Potential Future Control Measures</i>	\$12,303	\$12,303	
2.3	<i>Reasonable Assurance Analysis Update Approach</i>	\$9,880	\$9,880	
2.4.1	<i>Prepare Draft EWMP/WMP Update Work Plan</i>	\$30,190		\$30,190
2.4.2	<i>Prepare Final EWMP/WMP Update Work Plan</i>	\$5,042		\$5,042
3.0	EWMP/WMP Update	\$343,747	\$343,747	
3.1	<i>Update Approach to USEPA TMDLs, 303(d) Listings, ASBS Special Protections, and Other Exceedances of RWLs</i>	\$13,806	\$13,806	
3.2	<i>Update List of Regional and Distributed BMP Projects</i>	\$23,797	\$23,797	
3.3	<i>Update EWMP/WMP Control Measures and RAA</i>	\$136,422	\$136,422	
3.4.1	<i>Prepare Draft EWMP/WMP Plan Update</i>	\$126,842	\$126,842	
3.4.2	<i>Revised Draft incorporating WMG comments</i>	\$14,830	\$14,830	
3.4.3	<i>Final Draft EWMP incorporating WMG comments</i>	\$6,855	\$6,855	
3.4.4	<i>Revise Final Draft EWMP based on RB Comments</i>	\$17,376	\$17,376	
3.4.5	<i>Final Updated EWMP based on WMG Comments</i>	\$3,819	\$3,819	

Task No.	Task Description	Costs ¹	Costs with Streamlined Approach ²	Cost Savings
4.0	CIMP Update	\$34,537	\$25,594	\$8,943
4.1	<i>Updated Monitoring Approach</i>	\$2,826	\$2,826	
4.2	<i>Site Selection</i>	\$8,943		\$8,943
4.3.1	<i>Draft Updated CIMP</i>	\$15,599	\$15,599	
4.3.2	<i>Revised Draft incorporating WMG comments</i>	\$2,063	\$2,063	
4.3.3	<i>Final Draft incorporating WMG comments</i>	\$670	\$670	
4.3.4	<i>Revise Draft based on RB Comments</i>	\$3,766	\$3,766	
4.3.5	<i>Final Updated CIMP based on WMG Comments</i>	\$670	\$670	
	Subtotal	\$478,124	\$433,949	\$44,175
Optional Tasks				
5.0	SWRCB Order Update	\$14,592	\$14,592	
5.1.1	<i>Draft Updated ASBS Compliance Plan</i>	\$11,723	\$11,723	
5.1.2	<i>Final Updated ASBS Compliance Plan</i>	\$2,869	\$2,869	
5.2 & 5.3	<i>Draft and Final Updated RAA and EWMP/WMP</i>	\$0	\$0	
6.0	EWMP Project Feasibility Review	\$38,398	\$38,398	
6.1	<i>EWMP distributed BMPs Analysis Region project review</i>	\$4,252	\$4,252	
6.2	<i>Load reduction assessment</i>	\$10,098	\$10,098	
6.3	<i>Action plan to meet final waste load allocations</i>	\$14,486	\$14,486	
6.4	<i>Draft and Final Meeting Materials for Presentation to City</i>	\$9,562	\$9,562	
	Subtotal (Optional Tasks)	\$52,990	\$52,990	
	Total with Optional Tasks	\$531,114	\$486,939	\$44,175

1. Inclusive of subcontractor markup of 10%.

2. The streamlined approach to Task 2 (Work Plan for EWMP/WMP Plan Update) and Task 4 (CIMP Update).

All rates shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, and courier service for daily plan pickup and delivery.

Table 2. Hourly Rates for Staff Level Classifications

Staff Category	Rate \$/Hour
Larry Walker Associates	
Administrative	\$93
Project Staff I-C	\$119
Contract Administrator	\$129
Project Staff I-B	\$152
Project Staff I-A	\$180
Project Staff II-B	\$191
Project Staff II-A	\$212

Senior Staff	\$246
Associate	\$274
Vice President	\$299
President	\$328
Paradigm Environmental	
Staff Engineer	\$140
Associate Engineer	\$160
Senior Water Quality Analyst	\$180
Senior Engineer	\$195
Principal Hydrologist	\$210
Will Lewis Consulting	
President	\$190
Rincon	
Clerical	\$77
Professional I	\$108
Professional II	\$118
Professional III	\$134
Professional IV	\$149
Senior Professional I	\$165
Senior Professional II	\$180
Supervisor I	\$201
Senior Supervisor II	\$211
Principal I	\$227
Principal II	\$247

Consulting services shall be provided on a time and materials cost basis, and adhere to contractually agreed upon rates. Work will be conducted only upon authorization from the City of Malibu.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITY OF MALIBU

REGARDING THE ADMINISTRATION AND COST SHARING FOR THE NORTH SANTA MONICA BAY COASTAL WATERSHEDS ENHANCED WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS UPDATE

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 COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the CITY OF MALIBU (CITY), a municipal corporation. 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 National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit) on November 8, 2012; and

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

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the North Santa Monica Bay Coastal Watershed (NSMBCW) Management Area; and

WHEREAS, the NSMBCW group consists of the coastal watersheds within the Santa Monica Bay Beaches Bacteria (SMBBB) TMDL known as Jurisdictional Groups 1 (J1) and 4 (J4), and the portion of Malibu Creek Watershed (SMBBB TMDL Jurisdictional Group 9 [J9]) within the City of Malibu's jurisdiction; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding on October 15, 2013 regarding the administration and cost sharing for the development of the NSMBCW Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP); and

WHEREAS, the NSMBCW EWMP was submitted to the REGIONAL BOARD by the PARTIES on July 1, 2015 and was approved by the REGIONAL BOARD on April 19, 2016; and

WHEREAS, the PARTIES have agreed to collaborate and hire consultants (CONSULTANTS) as set forth in Section 6(a), below, to prepare and deliver updates to the EWMP, Reasonable Assurance Analysis (RAA), and CIMP (Collectively UPDATE)

in compliance with certain elements of the MS4 Permit and Final State Board Order No. 2020-0038; 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 PARTIES have determined that hiring CONSULTANTS to prepare and submit the UPDATE will be beneficial to the PARTIES; and

WHEREAS, the PARTIES have agreed to contribute funds to CITY, who will act as Project Administrator on their behalf to contract with CONSULTANTS to prepare and submit the UPDATE; and

WHEREAS, the PARTIES have collaboratively prepared a Scope of Work and Request for Proposals (RFP) to obtain CONSULTANTS to assist the PARTIES to prepare and submit the UPDATE, as specified in the Scope of Work and CONSULTANTS Proposal, which are incorporated into this MOU by reference; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of administration of the UPDATE, as shown in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 1 of Exhibit A of this MOU; and

WHEREAS, the PARTIES have agreed that the total cost for the UPDATE shall not exceed \$576,822 , which includes a 10 percent (10%) project administration cost paid to the CITY and a ten percent (10%) contingency for the term; and

WHEREAS, the CITY will act on behalf of the PARTIES in the administration of the Professional Services Agreement(s) with CONSULTANTS to prepare and submit the UPDATE; and

WHEREAS, the PARTIES have agreed to have their PARTY Representatives identified in Exhibit B and their designees provide technical and project management oversight for the development of the UPDATE and this MOU; and

WHEREAS, the other entities subject to their own NPDES Permit and/or named as responsible agencies in a Total Maximum Daily Load (TMDL) may participate in applicable portions of the UPDATE by amendment to this MOU, with the concurrence of the PARTIES; and

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 the preparation and submittal of the UPDATE to the Regional Board.

Section 3. Cooperation.

- a. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.
- b. The PARTIES agree that substantiated costs incurred by the CITY OF MALIBU for developing the UPDATE up to execution of the MOU shall be cost-shared by the PARTIES.

Section 4. Voluntary. This MOU is voluntarily entered into for the development and submittal of the UPDATE as it pertains to the MS4 Permit and State Water Resources Control Board Final Order 2020-0038.

Section 5. Term. This MOU shall become effective on the first date of execution by a PARTY and shall remain in effect until I) the Regional Board's final approval date of the last outstanding portion of the UPDATE, (II) the City has provided the PARTIES with an accounting as set forth in Exhibit A Funding Contributions, and (III) the PARTIES have paid all outstanding invoices.

Section 6. City of Malibu's Responsibilities. The CITY agrees:

- a. Consultant Services. To facilitate the PARTIES' selection of CONSULTANTS for the development of the UPDATE, and to administer the professional services agreement(s) with the CONSULTANTS in accordance with the Scope of Work and Proposal, and any subsequent changes to the UPDATE as agreed upon by the PARTIES and approved by the REGIONAL BOARD. Such professional services agreement(s) include, but are not limited to, preparation of reports, , any necessary revisions to the EWMP, RAA, and CIMP, and/or conducting other collaborative activities for the purpose of complying with the MS4 Permit. The CITY will be compensated for the administration of the UPDATE and professional services agreement with the CONSULTANTS at a rate of 10 percent of each PARTY'S cost as described in Table 1 of Exhibit A.
- b. Report. To facilitate submittal of the UPDATE to the REGIONAL BOARD as described in the EWMP and MS4 Permit and distribute copies of the UPDATE to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. The CITY will provide the PARTIES with an electronic copy of the UPDATE within seven (7) business days after receipt from the CONSULTANTS. In addition, the CITY will submit to the PARTIES the data used to prepare the UPDATE. This data will be transmitted electronically in a format and structure agreed to by the PARTIES.
- c. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The payments for the period of February 23, 2021, through June 30, 2021, will be invoiced upon execution of this MOU. Remaining amounts will be invoiced in July of fiscal year 2021-2022.
- d. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the CONSULTANT professional services agreement and the development and submittal of the UPDATE. The CITY will provide an accounting of funds expended and remaining at the end of each monitoring year.

- e. Contingency. The CITY will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse CITY for their proportional share of these additional expenditures at an amount not to exceed 10 percent (%) of the original cost estimate as shown in Table 2 of Exhibit A. This 10 percent (%) contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent (%) contingency will require an amendment to this MOU.
- f. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY shall return any unused portion of all funds deposited with the CITY within 180 days of said termination in accordance with the cost allocation formula set forth in Exhibit A. Subject to agreement by the CITY, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- g. Permit. To make a full-faith effort to work with the CONSULTANT to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.
- h. Payment to Third Parties. The CITY shall have no obligation to pay the CONSULTANTS any funds other than those owed for the CITY's proportional share as set forth in Table 1 of Exhibit A, and those funds remitted to the CITY following invoice.

Section 7. LACFCD Responsibilities. The LACFCD agrees

- a. LACFCD Data. To provide available data, within reason, managed by the LACFCD needed for assessment of compliance and preparation of reporting for the UPDATE and MS4 Permit.

Section 8. PARTIES Responsibilities. The PARTIES further agree:

- a. Payment. To fund the cost of the UPDATE and to pay the CITY for their proportional share of the estimated cost and administration of the professional services agreement(s) with the CONSULTANTS, not exceeding the invoice amounts as shown in Table 1 of Exhibit A, no later than sixty (60) days after receipt of the invoice from the CITY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the UPDATE pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share, are subject to funding appropriation and will require written agreement of the PARTIES as set forth in Section 11(e).

- 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 CITY, and its CONSULTANT, that is deemed necessary by the PARTIES to develop and submit the UPDATE.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY and its CONSULTANT, on an as needed basis during the term of this MOU, to each PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTIES FACILITIES, the CONSULTANT provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure and monitoring equipment, or modifications to the monitoring sites, and subsequent access during monitoring events and maintenance, within each PARTY's jurisdiction.
- e. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the EWMP, an amendment to the MOU will be drafted with the concurrence of the MS4 permittees.
- f. Optional Tasks. The PARTIES agree that additional tasks may be watershed-wide special studies, monitoring with other watershed groups, conducting necessary special studies, preparing grant applications, any necessary revisions to the EWMP, and/or conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the PARTIES subject to the terms of this MOU, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and a revised Exhibit A showing which PARTIES will be funding the activities and in what amounts.

Section 9. Indemnification.

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this MOU; provided, however, that no PARTY shall indemnify another PARTY for said other' PARTY's own negligence or willful misconduct.
- b. If any PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the development of the UPDATE, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY 's pro rata share and provided further that no PARTY may be compelled to make

contribution beyond its own pro rata share of the entire liability; and provided that no PARTY shall indemnify another PARTY for that PARTY 's own negligence or willful misconduct.

- c. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOU that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in this MOU.
- d. To the maximum extent permitted by law, the CITY shall require the CONSULTANTS retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected officials and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the CONSULTANT's performance of its agreement with the CITY. In addition, the CITY shall require the CONSULTANTS to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANT's work. These requirements will also apply to any subcontractors hired by the CONSULTANTS.

Section 10. Termination and Withdrawal.

- a. Termination. This MOU may be terminated upon the express written agreement of all PARTIES. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANTS still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Withdrawal. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to payment of any invoice received from CITY prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the cost-sharing percentages set forth in Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after CITY receives the withdrawing PARTY's notice to withdraw from this MOU. CITY shall refund to the withdrawing PARTY any unused funds paid by the withdrawing PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the withdrawing PARTY under this MOU commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt, or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Work completed prior to the effective withdrawal date shall be owned by all PARTIES. Rights to the remaining work will be held by the PARTY or PARTIES who fund the completion of such work. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit.

- c. Delinquent Payments. A PARTY's payment shall be delinquent if the invoiced amount is not received by the CITY within 60 days of the invoice date. The following Notice of Delinquency procedures may be implemented by the CITY to attain payments from the delinquent PARTY: 1) verbally contact the representative of the PARTY; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES from the CITY's legal counsel. If the PARTY or PARTIES remain delinquent after the above Notice of Delinquency procedures have been followed and after 90 days after being invoiced, then the CITY shall notify the non-delinquent PARTIES and may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the UPDATE, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from the UPDATE. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 1 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY will revise Exhibit A to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice.
- d. Suspension of CONSULTANTS' Work. The CITY may unilaterally suspend or modify the Scope of Work being performed by any CONSULTANT retained by the CITY for development of the UPDATE if any PARTY has not paid its invoice within 90 days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.
- e. Remaining Funds or Invoices Due at Termination. If this MOU is mutually terminated by all PARTIES, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of termination. Funds remaining in the possession of the CITY at the end the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be returned to the then remaining non-delinquent and non-excluded PARTIES within 180 days of said termination in accordance with the cost allocation formula in Table 1 of Exhibit A. Subject to agreement by the CITY, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- f. If a PARTY fails to comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

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 primary 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 within 30 days of such change. Written notice shall include notice delivered via e-mail, or other method agreed by the PARTIES. 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 e-mail; or (b) on the third (3) 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 remain at all times 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 the 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 a DELINQUENT PARTY if that PARTY fails to timely pay an invoice as required by Sections 8(a) or withdraws pursuant to Section 10(b).
- f. Law to Govern. This MOU is governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.
- g. No Presumption in Drafting. The PARTIES to this Agreement agree that the general rule that an Agreement is to be interpreted against the PARTY drafting it or causing it to be prepared shall not apply.
- h. 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.
- i. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

- j. 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.
- k. 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.
- l. Counsel Representation. 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:

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COUNTY OF LOS ANGELES

By _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy

Date

CITY OF MALIBU

By _____
Mikke Pierson, Mayor

Date

ATTEST:

By _____
Heather Glaser, City Clerk

Date

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
By BY THE CITY ATTORNEY'S OFFICE _____
Name
Title

EXHIBIT A

North Santa Monica Bay Coastal Watersheds EWMP and CIMP Finding Contributions

Consultant Contract Cost = \$486,939

Funding Contributors

The LACFCD will contribute 10 percent of the total project cost. Ten (10) percent of the remaining 90 percent of the total project cost will be distributed equally between the other PARTIES (i.e., the City of Malibu and the County of Los Angeles); this shall be known as the Base Fee. The remaining balance will be distributed based on the percent of the combined land area for which each PARTY is responsible.

Table 1: Agency Contributions

Party	Base Fee	Land Area (Acres)	Percent of Land Area	Contribution Based on Land Area	Total Contribution toward Consultant Contract	Contract Administration Fee	Total
LACFCD	N/A	N/A	N/A	N/A	\$48,694	\$4,869	\$53,563
City of Malibu	\$21,912	12,659	22.9658%	\$90,582	\$112,494	\$0	\$112,494
County of Los Angeles	\$21,912	42,462	77.0342%	\$303,839	\$325,575	\$32,575	\$358,326
Total	\$43,825	55,121	100%	\$394,421	\$486,939	\$37,444	\$524,383

Table 2: Invoicing Timeline

Party	1st Invoice (50%) [See note 1]	2nd Invoice (50%) July 1, 2014	Total Invoice Amount	Contingency (10%) [See note 2]	Total Including Contingency
LACFCD	\$26,782	\$26,782	\$53,563	\$5,356	\$58,920
City of Malibu	\$56,247	\$56,247	\$112,494	\$11,249	\$123,744
County of Los Angeles	\$179,163	\$179,163	\$358,326	\$35,833	\$394,159
Total	\$262,192	\$262,193	\$524,383	\$52,438	\$576,822

Notes:

1. The first invoice shall be sent once the MOU becomes effective, as set for in Section 5, or on March 1, 2021, whichever comes first
2. The ten percent (10%) contingency includes a 10 percent contingency on the cost of the consultant contract plus the corresponding contract administration fee.

EXHIBIT A

North Santa Monica Bay Coastal Watersheds EWMP and CIMP Finding Contributions

DRAFT

EXHIBIT B

North Santa Monica Bay Coastal Watershed CIMP Responsible Agencies Representatives

1. City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Rob DuBoux, Public Works Director
E-mail: rduboux@malibucity.org
Phone: (310) 456-2489 x 339
Fax: (310) 456-3356
2. County of Los Angeles
Los Angeles County Public Works
Stormwater Quality Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Paul Alva, Division Head
E-mail: palva@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526
3. Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Quality Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Mark Lombos, Assistant Division Head
E-mail: mlombos@dpw.lacounty.gov
Phone: (626) 458-7143
Fax: (626) 457-1526