



Council Agenda Report

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

Prepared by: Mark Johnson, Environmental Programs Coordinator

Reviewed by: Yolanda Bundy, Environmental Sustainability Director
Tracey Rossine, Environmental Programs Manager

Approved by: Steve McClary, City Manager

Date prepared: May 22, 2024

Meeting date: June 10, 2024

Subject: Amendment to Agreement and Amendment to Memorandum of Understanding (MOU) for Implementing the Coordinated Integrated Monitoring Program (CIMP)

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a three-year extension to the Agreement with Tetra Tech, Inc., and to increase the total agreement compensation from \$1,838,859 to \$3,598,976 to implement the North Santa Monica Bay Coastal Watersheds Coordinated Integrated Monitoring Program (CIMP) and comply with the municipal stormwater permit (Permit); and 2) authorize the Mayor to execute a three-year extension to the Memorandum of Understanding (MOU) between the City of Malibu, Los Angeles County Flood Control District (District), and the County of Los Angeles (County) for the administration and cost sharing to implement the CIMP.

FISCAL IMPACT: No additional appropriation is required. Funding for this project is included in the Proposed Budget for FY 2024-25 in Account No. 101-3003-5100-02 (Clean Water - CIMP). The District and County agree to pay for their proportional shares of the estimated cost for the implementation and the administration of the CIMP.

STRATEGIC PRIORITY: This item supports day-to-day operations identified in the Strategic Priority Project List.

DISCUSSION: On November 8, 2021, the Los Angeles Regional Water Quality Control Board (RWQCB) adopted a National Pollutant Discharge Elimination System Permit (Permit) under the Federal Clean Water Act for discharges from the Municipal Separate

Storm Sewer System (MS4) within Los Angeles County. The Permit maintains the requirements of the 2012 stormwater permit with several significant changes. Important additions include the incorporation of numerous Total Maximum Daily Loads (TMDLs) for each watershed listed as impaired, increased program tracking, the option to develop a Watershed Management Program (WMP), and increased Monitoring and Reporting Program (MRP) requirements. The WMP describes what programs and activities will be taken to protect water quality. The CIMP is the water quality monitoring program that provides the data to analyze the effectiveness of the programs and activities described in the WMP. Staff determined that in addition to the minimum requirements of the Permit, implementing the WMP was the City's only feasible option in seeking compliance with the Permit.

The purpose of the MRP is to assess chemical, physical, and biological impacts from the MS4 on receiving waters, assess compliance with receiving water limitations, characterize pollutant loads, identify sources of pollutants, and to evaluate the results to refine control measures for the reduction of pollutant loading to the receiving waters. The MRP requires receiving water monitoring, outfall monitoring, development and redevelopment program effectiveness tracking, regional studies, and reporting to RWQCB.

The Permit allows a CIMP to be developed to address the required TMDL and other MS4 monitoring elements set forth in the MRP. Due to the unique terrain and unconventional drainage system in this region, implementing a CIMP provided the best approach for the City in seeking compliance. The CIMP is a complement to the WMP and addresses the necessary monitoring requirements for the Permit. The primary benefit of a CIMP is the opportunity for the City to pool resources with its partners to conduct a cost-efficient monitoring program on a watershed basis and to assess the effectiveness of water quality projects. The City, District, and County agreed to collaborate on the implementation of the WMP and CIMP for the coastal watersheds of North Santa Monica Bay from Arroyo Sequit through Topanga Canyon, including a portion of Malibu Creek Watershed within the Malibu City boundaries. In 2013, City Council approved the WMP and CIMP which were prepared under a separate agreement and MOU. Both the WMP and CIMP have been approved by the RWQCB.

A cost sharing formula was negotiated for administration and contract costs, which includes a percentage of the contract cost based on land area within the watershed that the City and County each have jurisdiction over, a contract administration fee, a 5% contribution of the total cost from the District, and contingencies. The City will administer the consultant contract. The District and the County will pay an additional contract administration fee of 5% of each agency's total contribution towards the consultant contract.

On June 27, 2016, the City Council approved an MOU with District and County for CIMP cost sharing and a Professional Services Agreement with Tetra Tech, Inc. for monitoring services for the North Santa Monica Bay Coastal Watersheds. On June 24, 2019, the City Council approved an amendment to extend the term of the MOU and Agreement for an additional two years. On March 1, 2021, the City issued a Request for Proposals for water monitoring services for the North Santa Monica Bay Coastal Watersheds. Subsequently on June 28, 2021, the City Council approved a three-year MOU with the District and County and a three-year Agreement with Tetra Tech for monitoring services. This Agreement and MOU will expire on June 30, 2024.

Due to the familiarity of this program and the necessity to remain consistent in our water quality data, the City has utilized Tetra Tech since the inception of the Program in 2016. They have provided well-developed documents and reports that have proven beneficial in keeping the City in compliance with the MS4 Permit. Tetra Tech has consistently worked to accomplish the objectives of the CIMP and comply with the Permit, including project management, stormwater and non-stormwater water monitoring, laboratory analysis, data management, and reporting.

Staff recommends authorizing an amendment to the 2021 Agreement with Tetra Tech Inc. for the North Santa Monica Bay Coastal Watersheds CIMP monitoring and reporting services. Staff also recommends authorizing an amendment to the 2021 MOU with the District and County for the CIMP administration and cost sharing. Both the Agreement and the MOU would be extended by three years for implementing the CIMP.

ATTACHMENTS:

1. Amendment to Agreement with Tetra Tech, Inc.
2. Amendment to Memorandum of Understanding between the City of Malibu, Los Angeles County Flood Control District, and County of Los Angeles

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on this 10th day of June 2024, by and between the CITY OF MALIBU, herein after referred to as City, and Tetra Tech Inc., hereinafter referred to as Consultant.

The City and the Contractor agree as follows:

RECITALS

A. On July 1, 2021, the City entered into an Agreement with Consultant for certain projects relating to implementation of the Coordinated Integrated Monitoring Program (CIMP) for the North Santa Monica Bay Coastal Watersheds and compliance with the municipal national pollutant discharge elimination system stormwater permit (the “Agreement”).

B. The City desires to amend the Agreement to include the Fiscal Year 2024-25, Fiscal Year 2025-26, and Fiscal Year 2026-27 CIMP Cost Schedule, amend the Scope of Work, extend the Term of the Agreement, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 1.0 - Scope of the Consultant Services, is hereby amended Exhibit A Scope of Work to add Malibu Creek and Lagoon Nutrient and Sediment TMDL to Task 4 – TMDL Compliance Monitoring, and remove Task 11 Regional Phase I Municipal Separate optional task.
2. Section 2.0 – Term of Agreement, is hereby amended to expire on June 30, 2027.
3. Section 4.0 – Compensation for Services, is hereby amended to include the Fiscal Year 2024-2025, Fiscal Year 2025-2026, and Fiscal Year 2026-2027 Cost Schedule (Exhibit B).
4. Exhibit A Scope of Work is hereby amended to include the Approved November 2023 Coordinated Integrated Monitoring Program.
5. The Parties agree that this Amendment 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.
6. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2024, at Malibu, California, and effective as of July 1, 2024.

CITY OF MALIBU

Steve Uhring, Mayor

ATTEST:

Kelsey Pettjohn, City Clerk
(seal)

Attachment 1

APPROVED AS TO FORM:

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

Interim Trevor Russin, City Attorney

CONTRACTOR



By: Ike Pace
Title: Director
Tetra Tech, Inc.



City of Malibu

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Scope of Work (Exhibit A)

The Coordinated Integrated Monitoring Program (CIMP) provides the approach and major elements of the monitoring plan for the CIMP MS4 Stakeholders within the North Santa Monica Bay Coastal Watersheds (NSMBCW Group). The following tasks and deliverables are provided as a guide to accomplish the objectives. In the case of a conflict between MS4 Permit requirements and Approved CIMP requirements, the Approved CIMP shall prevail. Details for deliverables are included in the CIMP Scope of Work for the North Santa Monica Bay Coastal Watersheds (Attachments A-F).

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. 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 – STORMWATER OUTFALL MONITORING

The MS4 permit requires that the Permittees implement a stormwater outfall monitoring program during wet weather conditions. The objectives of the stormwater outfall based monitoring program include:



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- Assess the quality of a Permittee’s discharge relative to municipal action levels (MAL)
- Assess whether a Permittee’s discharge is in compliance with applicable stormwater water quality based effluent limitations (WQBEL) derived from TMDL waste load allocations (WLA)
- Assess whether discharge from an outfall causes or contributes to an exceedance of receiving water limitations.

The Stormwater Outfall Monitoring program developed to comply with these requirements is described in Section 3 of the CIMP. The constituents and the frequencies each site shall be monitored at are listed in Sections 3.1 and 3.2, and Table 13 of the CIMP, respectively. The Consultant shall be prepared to collect samples and analyze water quality according to that program.

The Consultant shall collect and analyze stormwater data for three (3) wet weather events (concurrent with wet weather Receiving Water Monitoring events) including the first qualifying rain event of the wet season each monitoring year at the two stormwater outfalls designated in Table 11 and Appendix C of the CIMP, and Figure 2 of this scope of work. The wet season is October 1 to April 15. The wet season may be extended beyond April 15 in dry years to accommodate meeting the requirements of three (3) storms that meet the CIMP requirements. The Consultant is expected to be prepared for wet weather monitoring at the receiving water and outfall sites for any qualifying storm starting October 1, 2024.

The Consultant will be responsible for quality control and quality assurance of sampling procedures as required by the NSMBCW CIMP. This includes preparation of sampling sites and equipment, calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs, chains of custody, or other tasks as specified in the CIMP.

Sampling includes the following conditions:

1. The first qualifying storm event is a rain event of at least 0.50 inch of a rainfall accumulation within 24 hours is forecast with at least a 70 percent probability.
2. The first qualifying rain event of each storm year must be sampled.
3. Subsequent qualifying wet weather events will target storm events that forecast sufficient rainfall and runoff to meet program objectives.
4. Sampling events shall be separated by a minimum of three days of dry conditions with <0.1 inches of rain.
5. The County rain gauge specified for monitoring rainfall accumulation must be used unless an alternate is proposed and approved. It is found in section 2.2 of the CIMP.

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.50 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Provide documentation showing the predicted rainfall amount.

Notify the City of Malibu, County, and LACFCD by email 72 hours prior to and upon activation of the sampling team. The notification shall contain, but is not limited to:



- Anticipated start time and date of the storm event, anticipated highest total amount of rain during any given 24-hour period during the storm, probability of the precipitation, and source of the weather information
- Confirmation that the laboratory has been notified to expect samples
- Any planned deviations from the established monitoring plan
- Name and cell phone number of Consultant's storm event coordinator
- Confirmation that the equipment has been tested, calibrated, and verified that is properly functioning for monitoring

Notify City of Malibu, County, and LACFCO when storm activation, deactivation, or sample delivery to the lab has been completed. At the conclusion of monitoring event, submit a follow-up e-mail summarizing successes and/or issues with corresponding causes/justifications and recommendations.

Consultant will not be compensated for false starts; must provide corresponding hydrographs and time of sampling event for each to help assess how representative the sample is; and provide quality assurance and quality control review of the data received from the laboratory analysis.

The Consultant shall provide as-needed maintenance services (i.e., troubleshooting, repairs, etc) for the project's monitoring equipment and separate task for buying or replacing equipment or parts.

Deliverables for Task 2

- E-mail notifications with the information requested above.
- Electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- Submittal of the annual and semi-annual monitoring reports per the Reporting section of this SOW conforming to the requirements of the 2021 MS4 permit and approved CIMP. This deliverable shall also include and consider relevant monitoring data collected as part of other compliance monitoring programs and prior to commencement of the Consultant's contract.

TASK 3 – RECEIVING WATER MONITORING

MS4 receiving water monitoring must be conducted during wet and dry weather at the sampling sites in the NSMB Coastal Watersheds to characterize levels of pollutants in surface waters. The permit requires that the Permittees conduct receiving water monitoring at:

- Receiving water monitoring sites representative of the impacts from MS4 discharges
- TMDL Receiving Water Monitoring Sites based on locations designated in Regional Water Board Executive Officer approved TMDL Monitoring Plans¹

¹ Sites refers to those that fall within the geographic bounds of the NSMBCW EWMP area. Sampling for that task is discussed in the TMDL Compliance Monitoring section of this SOW.

- Mass Emission Stations (MES) previously designated²

The objectives of the receiving water monitoring are to:

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

The program developed to comply with these requirements and achieve these objectives is outlined in Section 2 of the CIMP. Specific receiving water monitoring requirements and monitoring parameters are found in the CIMP Table 10. The Consultant shall conduct all work according to that program. The wet season is October 1 to April 15. The wet season may be extended beyond April 15 in dry years to accommodate meeting the requirements of three (3) storms. The first storm event will be triggered for mobilization when forecasts predict a 24-hour rainfall depth of at least 0.50 inches at a 70% probability the day before the start of the storm event. For subsequent storm events, wet weather monitoring will target storm events sufficient rainfall and runoff to meet program objectives. The Consultant is expected to be prepared for receiving water dry weather monitoring for the critical dry month, August 2024, and wet weather monitoring at the receiving water and outfall sites for any qualifying storm starting October 1, 2024.

Automated sampling and flow monitoring equipment was not required or specifically called out in the CIMP but is an option for consideration if such equipment would improve the receiving water monitoring program.

1. The first qualifying storm event is a rain event of at least 0.50 inch of a rainfall accumulation within 24 hours is forecast with at least a seventy 70 percent probability.
2. The first qualifying rain event of each storm year must be sampled.
3. For subsequent storm events, wet weather monitoring will target storm events that forecast sufficient rainfall and runoff to meet program objectives.
4. Sampling events shall be separated by a minimum of three days of dry conditions with <0.1 inches of rain.
5. The County rain gauge specified for monitoring rainfall accumulation must be used unless an alternate is proposed and approved. It is found in section 2.2 of the CIMP.

Collect and analyze water quality samples at the three receiving water sites as outlined in Table 8 of the CIMP and Figure 2 of this scope of work. This includes but is not limited to:

- Two (2) dry- weather sampling events at 3 sites as described in Section 2-2 of the CIMP
- Three (3) wet-weather sampling events at 3 sites as described in Section 2-2 of the CIMP

² The nearest Mass Emission Station is located upstream and outside of the boundaries of the NSMB EWMP group area in Malibu Creek near Malibu Canyon Road south of Pioma Road. It is currently monitored by the Los Angeles County Flood Control District as a part of the Malibu Creek Watershed CIMP. It is not a part of this Scope, but data from that program may be considered as part of preparing reports.



- Constituents with MLs requirements during the first year of implementation at one wet weather and one dry weather event as well as required actions in later years based on year one results per Section 2.3 of the CIMP document

Notify the City of Malibu, County, and LACFCD via email 72 hours prior to and upon activation of the sampling team. The notification shall contain but is not limited to:

- Anticipated start time and date of the sampling event (dry or wet weather). When it is a wet-weather event, include anticipated highest total amount of rain during any given 24-hour period during the storm, probability of the precipitation, and the source of weather information
- Confirmation that the laboratory has been notified to expect samples
- Any planned deviations from the established monitoring plan
- Name and cell phone number of Consultant's storm event coordinator
- Confirmation that the equipment has been tested, calibrated, and verified that is properly functioning for monitoring

Notify City of Malibu, County, and LACFCD, via email or telephone, when storm activation, deactivation, or sample delivery to the lab has been completed.

Consultant will not be compensated for false starts; must provide corresponding hydrographs and time of sampling event for each to help assess how representative the sample is; and provide quality assurance and quality control review of the laboratory analysis data.

Provide as-needed maintenance services (i.e., troubleshooting, repairs, etc) for the project's monitoring equipment and separate task for buying or replacing equipment or parts.

Deliverables for Task 3

- E-mail notifications with the information requested above
- Electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- Submittal of the annual and semi-annual monitoring reports per the Reporting section of this SOW conforming to the requirements of the 2021 MS4 permit and approved CIMP. This deliverable shall also include and consider relevant monitoring data collected as part of other compliance monitoring programs and prior to commencement of the Consultant's contract.

TASK 4 – TMDL COMPLIANCE MONITORING

Routine TMDL compliance monitoring within the NSMBCW EWMP Area is conducted in accordance with the SMB Beaches TMDLs Coordinated Shoreline Monitoring Plan (SMB CSMP, City of Los Angeles and County of Los Angeles, 2004), the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (MCW Bacterial TMDL CMP, LACDPW, 2008), the Malibu Creek Trash Monitoring and Reporting Plan (MCW TMRP, LACDPW, 2010), the Santa Monica Bay Watershed Management Area Trash Monitoring and Reporting Plan (SMB TMRP, LACDPW, 2012),



and the updated 2023 NSMBCW CIMP for the Nutrients in the Malibu Creek Watershed TMDL and Malibu Creek and Lagoon TMDL for Sedimentation and Nutrients.

The monitoring sites, parameters, frequencies, and reporting of existing TMDL compliance monitoring programs associated with the Malibu Creek Watershed for sites within the NSMBCW area only will continue as part of implementation of this CIMP and associated reporting. The Consultant is not required to conduct monitoring/collection, analysis, per the SMB CSMP or TMRP at monitoring locations along Santa Monica Bay that are outlined in Table 7 and shown on Figure 3 of the CIMP within the NSMB EWMP Group's boundary (excluding MCW-1). This work is currently being conducted under separate agreements.

Data collected under these TMDL monitoring programs will be used to:

- Assess if TMDL Receiving Water Limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry

To achieve these objectives, the Consultant shall conduct TMDL compliance monitoring at the sites identified in Figure 3 of this scope of work in accordance with the work outlined and parameters identified in Section 2 and Appendix A of the of the CIMP. This includes the following tasks:

The Consultant shall conduct monitoring, analysis, and reporting per the MCW Bacterial TMDL CMP (Attachment B) at monitoring locations within the NSMB EWMP Group's boundary specified in Figure 3 of this scope of work.

- Weekly sampling on Tuesday as required by the MCW Bacterial TMDL CMP for at least one (1) weekly TMDL Compliance monitoring location.
- Laboratory analysis, compilation of data, and reporting of results.

Conduct monitoring, data analysis, and reporting per the MCW TMRP (Attachment C) at monitoring locations within the NSMB EWMP Group's boundary specified in Figure 3

- Bimonthly (twice per month) at one compliance monitoring site adjacent to upper Malibu Lagoon
- Prior to critical events at the compliance monitoring site as detailed in the TMRP
- Twice annually at one general assessment site adjacent to the west/upcoast bank of Malibu Lagoon just north of the bridge on Pacific Coast Highway
- Routine sampling shall be conducted on Tuesdays³ to correspond to bacteria sampling, but shall not affect sample holding times
- Data compilation, analysis and reporting per the Malibu Creek TRMP, and in the semi-annual and annual reports

⁴ Alternate sampling days may be approved for routine sampling if program efficiencies and economies of scale are demonstrated.⁴ Templates can be found online at: www.ceden.org/ceden_datatemplates.shtml and www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx.



The Consultant shall conduct monitoring, analysis, and reporting per the updated 2023 NSMBCW CIMP for the Nutrients in the Malibu Creek Watershed TMDL and Malibu Creek and Lagoon TMDL for Sedimentation and Nutrients.

- Monthly sampling for nutrients, chlorophyll-a, and field observations as required by the updated 2023 CIMP and as shown in Table 10 of the CIMP
- Annual sampling for benthic monitoring as required by the updated 2023 CIMP and as shown in Table 10 of the CIMP
- Laboratory analysis, compilation of data, and reporting of results.

Notify the City of Malibu, County, and LACFCD via email 72 hours prior to and upon activation of the sampling team for pre-critical condition (major wind and rain) monitoring events per the Malibu Creek TMRP. If prediction of a pre-critical condition happens where 72 hour advanced notice is not possible, the Consultant shall provide earliest possible notification. The notification shall contain but is not limited to:

- Anticipated start time and date of the critical event conditions, characteristics of the anticipated critical conditions, and probability of the event
- Any planned deviations from the established monitoring plan
- Name and cell phone number of Consultant's pre-critical event coordinator

Notify City of Malibu, County, and the LACFCD, via email or telephone, when storm activation, deactivation, or sample delivery to the lab has been completed. The Consultant shall document specifics of the event (total rainfall, wind speed, relevant National Weather Service [NWS] warnings) shall be recorded.

Although the Consultant is not conducting the sampling for TMDL monitoring programs other than specified in this section, the Consultant shall still provide compilation and assessment of the data, and reporting per this scope of work for sampling conducted at TMDL monitoring locations within the NSMB EWMP Group's boundary in order to meet the objectives stated in this SOW.

Deliverables for Task 4

- E-mail notifications with the information requested above
- Electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days after each event.
- Monthly data summary report to the City of Malibu seven (7) calendar days after the last day of each month for review. The City, County, and FCD will review and provide comments.
- Submit monthly monitoring reports per the MCW Bacterial TMDL CMP.
- Submit monthly monitoring summary reports to the City per the MCW TMRP.
- Submit the annual and semi-annual reports per the Reporting section of this SOW. This deliverable shall also include and consider relevant monitoring data collected as part of other compliance monitoring programs and prior to commencement of the consultant's contract,



conforming to the requirements of the 2021 MS4 permit, MCW TMRP, MCW Bacterial TMDL CMP, SMB TMRP, and SMB CSMP.

TASK 5 – LABORATORY ANALYSIS

The Consultant is responsible for selecting a certified laboratory with the ability to perform water quality, sediment, and tissue analyses meeting the detection and reporting limits identified in the CIMP and MS4 Permit.

The Consultant is responsible for the collection, validation, and management of all data produced by the certified lab prior to reporting activities.

Deliverables for Task 5

- Test laboratory certificate of qualifications to meet the approved/modified laboratory detection and reporting limits identified in the NSMBCW CIMP Appendices.
- Completed Chain of custody forms submitted with the post-event sampling data and monitoring reports.

TASK 6 – DATA MANAGEMENT

The Consultant shall gather and integrate data for use in the semi-annual and annual reports.

The Consultant shall meet all data management and requirements as specified by the MS4 permit and the approved CIMP, including gathering and integrating other compliance monitoring and event data conducted outside of this scope.

The Consultant shall maintain copies and provide the NSMB EWMP Group with copies of all field logs and photo-documentation in accordance with the requirements of MS4 Permit and the approved CIMP. The photo-documented assessments of site conditions for upstream and downstream of all the monitoring sites shall be submitted in an approved electronic format.

Monitoring and event data shall include data from any TMDL monitoring conducted by other Consultants, storm event details, rainfall volume and intensity, and other tracked information that the Consultant will need to prepare the reports. Although the LACFCD Malibu Creek MES is outside of the NSMBCW EWMP area, that data is useful in assessing contributions from upstream of this area to the shared receiving waters.

The Consultant shall develop and maintain a database application to store all information collected as part of this SOW. The database shall include all required information, attachments, and water quality results. The database shall allow users should be able to perform simple spatial queries on the data and create reports. Data should be managed in a way that all water quality monitoring information for all monitoring locations is accessible to NSMB EWMP Group members. Data should also be accessible for further analysis and reporting within ArcGIS. NSMB EWMP group members may require use of specific data collection and management devices and applications.



Deliverables for Task 6

- Database of all information collected as part of this contract, the format of which must be approved by the NSMBCW EWMP group.
- Submittal of all laboratory results after each monitoring/sampling event in a format consistent with the most recent update of the California Environmental Data Exchange Network (CEDEN) data format and Southern California Municipal Stormwater Monitoring Coalition’s (SMC) Standardized Data Transfer Format (SDTF).⁴ The City of Malibu will provide comments from the NSMB EWMP Group within 30 calendar days from the receipt of each data file.
- Re-submittal of the modified data files within 15 calendar days from the receipt of comments.
- A list to the NSMB EWMP Group identifying the additional information tracked or collected by the City, County, and LAFCD that will be needed to prepare the semi-annual and annual reports and assessments in the Reporting section of this scope of work.

TASK 7 – REPORTING

The Consultant will be responsible for reporting requirements outlined in Section 6 of the CIMP and those specified in Section XVII through XIX of the Monitoring and Reporting Program (Los Angeles County MS4 Permit, Attachment E) for the monitoring and reporting period of July 1 through June 30. Primary reporting tasks include annual reports submitted by the Permittees by December 15th of each year. The annual reports include the data collected during monitoring activities, and assessments of compliance activities in relation to data.

The Annual Integrated Monitoring Compliance Report will summarize any exceedances of:

- Wet-weather outfall stormwater monitoring data
- Wet-weather receiving water monitoring data
- Non-Stormwater outfall monitoring data
- Dry weather receiving water data

Additionally, the MRP specifies semi-annual, electronic submittal of receiving water and outfall monitoring data. Therefore, to fulfill the reporting requirements, the monitoring year will be split accordingly:

Monitoring Data Submission Requirements

Monitoring Period	Data Submittal
July 1 through December 31	By June 15 th of the following year

⁴ Templates can be found online at: www.ceden.org/ceden_datatemplates.shtml and www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx.



January 1 through June 30

By December 15th, included with the Annual Monitoring Report

The annual monitoring reports must include:

1. Monitoring results
2. Certification
3. Summary of sampling events
4. Quality assurance/quality control
5. Summary of exceedances
6. Summary of aquatic toxicity monitoring

Reports shall include a summary of all identified exceedances of all applicable receiving water limitations (RWL), water quality-based effluent limitations (WQBELs), and aquatic toxicity thresholds. The report shall detail achievement of actions and milestones within the reporting year for the NSMBCW EWMP permittees, as well as status of and progress towards future milestones and implementation steps related to multi-year projects and efforts. Reports shall include discussion and assessment of minimum control measures, programs, and projects (implemented or completed) for their impact on the attainment of water quality standards, including consideration of external factors which may influence water quality.

As required by the permit, the consultant shall conduct and report on the adaptive process management as described in IX.E of Order R4-2021-0105 (Los Angeles County MS4 Permit). Reports should also describe any proposed or approved, changes to the monitoring program that the work group has approved.

Deliverables for Task 7

- Draft Semi-Annual Reports to the City by April 1st and October 1st annually. The work group will require 30 calendar days to review and provide comments prior to finalizing the semi-annual report for submission to the Regional Board. This shall begin with October 1, 2024 draft for the January 1, 2024 through June 30, 2024 period.
- Draft Annual Report to the City by October 1 of each year. The Annual Report shall address all reporting requirements from the MRP (Attachment E of the MS4 Permit), Sections XII through XV. It shall also incorporate watershed and agency specific reporting requirements based on the Annual Reporting. The work group will require 30 calendar days to review and provide comments prior to finalizing the Annual Report.
- Incorporate comments received by the workgroup for final review, and provide a Final Annual Report to be submitted by the Permittees to the Regional Board by December 15 of each year.
- Submit the monitoring data per the submission requirements listed above, including the annual monitoring report.
- Prepare and report on the adaptive management process with the Annual Report as required by the Permit.



OPTIONAL TASKS 9 – 11

All optional tasks require written authorization from the City prior to beginning any work.

TASK 9 – HEALTH AND SAFETY PLAN – requires written authorization

The proposed work shall be performed under the existing Health and Safety Plan. The Health and Safety Plan may be updated under written authorization by the City as needed to meet the requirements of California Occupational Health & Safety (Cal-OSHA). The Consultant shall:

- Provide the City of Malibu with a digital copy of an updated Health and Safety Plan (HSP).
- Shall comply with any other Federal Occupational Health and Safety Administration requirements, if applicable to the proposed work.
- The HSP shall address site-specific safety concerns at all sites including, but not limited to, permits required confined-space entry safety requirements, vandalism, site accessibility, lane closures, storm drain laterals, and other environmental hazards.

The HSP shall cover all practices related to the work involved, including but not limited to:

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

Deliverables for Task 9

- Electronic copy of an updated Health and Safety Plan.

TASK 10 QUALITY ASSURANCE PLAN – requires written authorization

The NSMB CIMP currently includes a QAPP. If Authorized the Consultant shall update the document within 30 days of issuance of the NTP if changes to procedures are made that affect the QAPP.

The Consultant shall ensure the Quality Assurance Project Plan (QAPP) includes the following:

- Sampling locations and frequency
- Sample handling and storing procedures
- Laboratories that will be used for the monitoring program
- Analytical methods
- Data processing procedures
- Quality assurance/quality control

Deliverables for Optional Task 10

- The Consultant shall submit a revised QAPP within 30 days of issuance of the NTP, if changes are necessary.



TASK 11 DRY WEATHER OUTFALL MONITORING – requires written authorization

Non-stormwater (NSW) Outfall Screening and Monitoring Program

The non-stormwater outfall based monitoring plan is described in Section 4 of the CIMP. The objectives of the non-stormwater outfall based monitoring program include:

- Assess compliance with applicable non-stormwater WQBELs derived from TMDL waste load allocations (WLA).
- Assess whether an observed discharge exceeds non-stormwater action levels.
- Assist in identifying illicit discharges and identify their sources where feasible.
- Assess whether a discharge causes or contributes to an exceedance of receiving water limitations.

The NSW Outfall Screening and Monitoring Program is used to identify and address NSW discharges and potential sources of pollutants to receiving waters during dry weather (non-stormwater) conditions. As described in Section 4 of the CIMP, NSW outfall monitoring involves the creation of an outfall inventory, input of that inventory into a geographic information system (GIS) database, and screening of those NSW outfalls to identify any significant discharges. When discharges are identified, additional monitoring to identify the source of discharge, eliminate it where feasible, and determine if it is a source of pollutants is required. The overall process follows. A summary list of major and minor outfalls is included as Attachment D.

Non-Stormwater Outfall Screening for Significant Discharges

Monitoring is required to identify if outfalls have significant dry-weather flows present. This has been conducted by the NSMB EWMP Group. Three screening events were conducted in 2015, 2017, and 2019 as required by the permit and the EWMP. No significant persistent flows were observed during these screening events. A Discharge Report which summarizes the screening events will be provided to the selected Consultant. The NSMBCW group may consider additional screening events. Therefore, the consultant will commence with this program on an as needed basis with source investigation and sampling if significant NSW discharges are observed.

The Consultant shall prepare cost estimates for the completion of monitoring outfalls for significant discharges and be ready to complete the required task upon request as described in Section 4 of the CIMP and as outlined below.

Significant NSW Source Identification and Outfall Monitoring

When significant NSW discharges are present, monitoring to identify the source, eliminate the cause (where not exempted or feasible), observe improvements to conditions, and for reporting of results are required. If future significant NSW discharges are observed, the Consultant shall conduct this work.

As previously stated, no significant flows were observed during NSW screenings. However, the Consultant shall prepare cost estimates for the completion of the task of source identification and monitoring significant discharges, and be ready to complete the required tasks as described in Section 4 of the CIMP and as outlined below.

The Consultant shall also review, update, and maintain the GIS database ensuring all required data from ongoing activities remain current and available to the NSMB EWMP Group.



As necessary, the Consultant shall work with the NSMB EWMP Group to identify and develop an updated prioritized list of outfalls exhibiting significant non-stormwater discharges and a source identification schedule based on Section 4 of the CIMP. The schedule shall ensure that source investigations are initiated for outfalls with newly identified significant non-stormwater discharges within 72 hours of being aware of the discharge. The Consultant shall develop and implement a plan and schedule for conducting the Significant NSW Discharge source identification based on the summary found in the CIMP Section 4.1 and the MS4 Permit.

Significant Non-Stormwater Discharge Monitoring must begin within 90 days of the completion of the source identification. Monitoring shall continue until the flow is satisfactorily resolved or is determined to be comprised of exempt sources, per Section 4.2 of the CIMP.

Monitoring frequency will be two times during the first year following source identification, distributed evenly, during dry weather conditions.

Criteria and constituents to be measured are outlined in Section 4 of the CIMP.

Sampling events are to be coordinated with the dry weather receiving water monitoring events, unless otherwise approved by the City and County.

Deliverables for Task Optional 12

- All necessary permits for access to conduct source identification as described in the Approved CIMP.
- Updated GIS Database of MS4 Outfalls information and discharge data, when applicable.
- Summary of source identification results for each outfall.
- Post-Event sampling data and monitoring reports shall be submitted electronically in the format specified in the CIMP within 30 calendar days of each event.
- Include the results of the NSW Outfall Monitoring Program in the annual and semi-annual reports submittals per the Reporting Section of this scope of work.

ADDITIONAL REQUIREMENTS

- Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultant's office and Malibu City Hall as requested by City staff.
- Respond within one (1) business day to questions from the City.
- Make presentations to City Council, public, and other agencies as requested by City staff.





City of Malibu

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 Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Compensation for Services (Exhibit B)

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 designee. 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.

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
1.0	Project Management	350,593
1.1	<i>Project Management and Coordination</i>	350,593
2.0	Stormwater Outfall Monitoring	155,384
2.1	<i>2021/22 Season</i>	20,691
2.2	<i>2022/23 Season</i>	20,971
2.3	<i>2023/24 Season</i>	21,931
2.4	<i>2024/25 Season</i>	29,158
2.5	<i>2025/26 Season</i>	30,597
2.6	<i>2026/27 Season</i>	32,036
3.0	Receiving Water Monitoring	352,231
3.1	<i>Wet Weather Receiving Water Monitoring</i>	177,475
3.1.1	<i>2021/22 Season</i>	21,775
3.1.2	<i>2022/23 Season</i>	22,385
3.1.3	<i>2023/24 Season</i>	23,014
3.1.4	<i>2024/25 Season</i>	35,092
3.1.5	<i>2025/26 Season</i>	36,767
3.1.6	<i>2026/27 Season</i>	38,442
3.2	<i>Dry Weather Receiving Water Monitoring</i>	174,756
3.2.1	<i>2021/22 Season</i>	20,895
3.2.2	<i>2022/23 Season</i>	21,479

Task No.	Task Description	Costs
3.2.3	2023/24 Season	22,081
3.2.4	2024/25 Season	35,092
3.2.5	2025/26 Season	36,767
3.2.6	2026/27 Season	38,442
4.0	TMDL Compliance Monitoring	617,381
4.1	<i>Bacteria TMDL Monitoring</i>	184,800
4.1.1	2021/22 Season	26,400
4.1.2	2022/23 Season	26,400
4.1.3	2023/24 Season	26,400
4.1.4	2024/25 Season	35,200
4.1.5	2025/26 Season	35,200
4.1.6	2026/27 Season	35,200
4.2	<i>Malibu Creek Trash TMRP</i>	138,600
4.2.1	2021/22 Season	22,000
4.2.2	2022/23 Season	22,000
4.2.3	2023/24 Season	22,000
4.2.4	2024/25 Season	24,200
4.2.5	2025/26 Season	24,200
4.2.6	2026/27 Season	24,200
4.3	<i>Nutrient TMDL Monitoring</i>	174,408
4.3.1	2024/25 Season	56,154
4.3.2	2025/26 Season	58,136
4.3.3	2026/27 Season	60,118
4.4	<i>Benthic Monitoring</i>	119,573
4.4.1	2024/25 Season	39,568
4.4.2	2025/26 Season	39,858
4.4.3	2026/27 Season	40,147
5.0	Dry Weather Outfall Monitoring	35,030
5.1	Non-stormwater (NSW) Outfall Screening and Monitoring Program	35,030
5.1.1	<i>NSW Outfall Screening</i>	17,515
5.1.2	<i>Significant NSW Source Identification and Outfall Monitoring</i>	17,515
6.0	Laboratory Analysis	551,318
6.1	Laboratory Coordination	196,018
6.2	2021/22 Dry Weather	27,500
6.3	2021/22 Wet Weather	33,000
6.4	2022/23 Dry Weather	33,000
6.5	2022/23 Wet Weather	40,700
6.6	2023/24 Dry Weather	38,500

Task No.	Task Description	Costs
6.7	2023/24 Wet Weather	47,300
6.8	2024/25 Dry Weather	23,100
6.9	2024/25 Wet Weather	51,700
6.10	2025/26 Dry Weather	4,950
6.11	2025/26 Wet Weather	25,300
6.12	2026/27 Dry Weather	4,950
6.13	2026/27 Wet Weather	25,300
7.0	Data Management	237,804
8.0	Reporting	1,302,788
8.1	Annual Report, December 2021	59,200
8.2	Semi-Annual Report, December 2021	39,752
8.3	Semi-Annual Report, June 2022	39,752
8.4	Annual Report, December 2022	60,052
8.5	Semi-Annual Report, December 2022	40,945
8.6	Semi-Annual Report, June 2023	40,945
8.7	Annual Report, December 2023	61,852
8.8	Semi-Annual Report, December 2023	42,173
8.9	Semi-Annual Report, June 2024	42,173
8.10	Bacteria TMDL Monitoring Reporting	235,386
8.11	Trash TMRP Reporting	178,626
8.12	Annual Report, December 2024	62,367
8.13	Semi-Annual Report, December 2024	42,139
8.14	Semi-Annual Report, June 2025	42,139
8.15	Annual Report, December 2025	65,485
8.16	Semi-Annual Report, December 2025	44,246
8.17	Semi-Annual Report, June 2026	44,246
8.18	Annual Report, December 2026	68,604
8.19	Semi-Annual Report, December 2026	46,353
8.20	Semi-Annual Report, June 2027	46,353
9.0	Health and Safety Plan	14,399
10.0	Quality Assurance Project Plan Update	17,078
Total with Optional Tasks		\$3,598,976

Table 2. Hourly Rates for Staff Level Classifications

Staff Category	Rate \$/Hour
Tetra Tech	
Principal in Charge (Ike Pace)	\$375
QA/QC Manager (Gary Wortham)	\$220
H&S Manager (Rob Rolon)	\$210

Project Manager (Tim Tringali)	\$290
Deputy Project Manager (Lauro Alvarado)	\$149
Senior Field Scientist (Kateryna Sayenko)	\$205
Associate Water Resources Specialist (Travis Clark)	\$190
Associate Water Resources Specialist (Michele Burson)	\$175
Field Staff Scientist (Norman Ng)	\$117
Senior Scientist (Betina Papadeas)	\$170
Senior Scientist (Brent Haas)	\$195
Water Resources Specialist (Alex Aguirre)	\$138
Senior Project Administrator (Lisa Monter)	\$191
Project Administrator (Kitty O'Connell)	\$122

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, Workers Compensation Insurance, office expenses, mileage and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

Annual Escalation. Standard rates increase per year is limited to the Cost-of-Living Adjustment (COLA) as adopted in the City's budget. All subcontractors shall adhere to this limit to rates increase.

Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

AMMENDMENT TO THE 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 IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND
NECESSARY REPORTS FOR THE NORTH SANTA MONICA BAY COASTAL
WATERSHEDS (NSMBCW)**

This Amendment to the Memorandum of Understanding (AMENDMENT), 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 Regional 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 Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) readopted National Pollutant Discharge Elimination System Regional Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (MS4 Permit) on July 23, 2021; and

WHEREAS, the MS4 Permit became effective on September 11, 2021, and requires that the COUNTY, the LACFCD, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura 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 July 1, 2021, regarding the administration and cost sharing for the development of the NSMBCW Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP); and

WHEREAS, the NSMBCW CIMP was submitted to the REGIONAL BOARD by the PARTIES on September 4, 2015 and was approved by the REGIONAL BOARD on November 13, 2015; and

WHEREAS, the NSBCW CIMP was updated and submitted to the REGIONAL BOARD by the parties on November 9, 2023 and is awaiting approval by the REGIONAL BOARD; and

WHEREAS, the PARTIES have agreed to collaborate and hire consultants (CONSULTANTS) as set forth in Section 6(a), below, to implement certain requirements of the CIMP and MS4 Permit, which for purposes of this AMENDMENT, also includes the preparation of reports, special studies, and any necessary revisions to the CIMP in compliance with the MS4 Permit; 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 AMENDMENT.

WHEREAS, the PARTIES have agreed to a cost sharing formula and to share costs in the implementation of certain requirements of the NSMBCW CIMP and MS4 Permit (collectively referred to herein as PROGRAM) as set forth in Exhibit A, which is attached and made part of this AMENDMENT; and

WHEREAS, the PARTIES have determined that hiring CONSULTANTS to implement the PROGRAM 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 implement the PROGRAM; and

WHEREAS, the PARTIES collaboratively prepared a Scope of Work and Request for Proposals (RFP) to obtain a CONSULTANTS to assist the PARTIES with implementing the PROGRAM, as specified in the Scope of Work and CONSULTANTS Proposal, which are incorporated into this AMENDMENT by reference; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of implementing the PROGRAM, as shown in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 3 of Exhibit A of this AMENDMENT; and

WHEREAS, the PARTIES have agreed that the total cost for implementing the PROGRAM shall not exceed \$2,519,702 for three years, which includes a five percent (5%) project administration cost paid to the CITY and a ten percent (10%) contingency for the remaining three year term; and

WHEREAS, the CITY will act on behalf of the PARTIES in the administration of the Professional Services Agreement(s) with CONSULTANTS for the implementation of the PROGRAM; 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 implementation of the PROGRAM and this AMENDMENT; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on July 1, 2021, regarding the administration and cost sharing for implementing the CIMP and necessary reports for the NSMBCW and that MOU is set to expire on June 30, 2024, and the parties desire to extend the term of the MOU for an additional three years. All substantive terms are restated (with some amendments below) and it is the parties' intent that this Amendment controls for the extended term; 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 PROGRAM by amendment to the 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 AMENDMENT, the PARTIES agree as follows:

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

Section 2. Purpose. The purpose of this AMENDMENT is to cooperatively fund the implementation of certain requirements of the CIMP and MS4 Permit PROGRAM for the Santa Monica Bay Coastal Watersheds area, and to coordinate the payment and performance of the CONSULTANTS' services for the Program.

Section 3. Cooperation.

- a. The PARTIES shall fully cooperate with one another to attain the purposes of this AMENDMENT.
- b. The PARTIES agree that substantiated costs incurred by the CITY OF MALIBU for implementing the PROGRAM until execution of the AMENDMENT shall be cost-shared by the PARTIES as set forth in the 2021 MOU.

Section 4. Voluntary. This AMENDMENT is voluntarily entered into for the implementation of certain requirements of the CIMP and MS4 Permit.

Section 5. Term. This AMENDMENT shall become effective on the first date of execution by a PARTY or July 1, 2024, whichever is sooner, and shall remain in effect for three years until June 30, 2027. The term of this AMENDMENT is an extension as recognized in the executed Memorandum of Understanding dated September 27, 2021.

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

- a. Consultant Services. To facilitate the PARTIES' selection of CONSULTANTS for implementation of the PROGRAM, 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 PROGRAM 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, additional watershed-wide special studies, monitoring with other watershed groups, conducting necessary special studies, preparing grant applications, any necessary revisions to the 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 PROGRAM and professional services agreement with the CONSULTANTS at a rate of five percent (5%) of each PARTY'S cost as described in Table 1 of Exhibit A.
- b. LACFCD Facilities. To assist the CONSULTANTS in obtaining any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), provided that the CITY or its CONSULTANTS provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- c. Report. To facilitate submittal of reports to the REGIONAL BOARD as described in the CIMP and MS4 Permit and distribute copies of the reports 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 draft Semi-Annual and Annual Report and completed Reports within seven (7) business days after receipt from the CONSULTANT. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format and structure agreed to by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 4 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued upon the execution of this AMENDMENT by all PARTIES or June 30, 2027, whichever is sooner. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the CONSULTANT professional services agreement and the implementation of the PROGRAM, including necessary reports, and/or other cost sharing activities that benefit the NSMBCW. The CITY will provide an accounting of funds expended and remaining at the end of each monitoring year.
- f. 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 ten percent (10%) of the original cost estimate as shown in Table 4 of Exhibit A. This ten percent (10%)

contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the ten percent (10%) contingency will require an amendment to this AMENDMENT.

- g. Accounting. To provide an accounting upon termination of this AMENDMENT. 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
- h. 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.
- i. 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 3 of Exhibit A, and those funds remitted to the CITY following invoice.

Section 7. LACFCD Responsibilities. The LACFCD agrees:

- a. Access to LACFCD Facilities. To grant access to the PARTIES and their CONSULTANTS to LACFCD FACILITIES, to achieve the purposes of this AMENDMENT, provided the PARTIES and their CONSULTANTS obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- b. LACFCD Data. To provide available data, within reason, managed by the LACFCD needed for assessment of compliance and preparation of reporting for CIMP and MS4 Permit.

Section 8. PARTIES Responsibilities. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the PROGRAM 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 4 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 PROGRAM 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 AMENDMENT 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 implement the PROGRAM.

- c. Implementation. To assist with the preparation of the Annual Report as directly related to the PROGRAM. Any requirements not agreed upon by the PARTIES to be implemented by CONSULTANTS are the responsibility of individual agencies.
- d. 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 AMENDMENT, to each PARTY'S FACILITIES to achieve the purposes of this AMENDMENT, 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.
- e. 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.
- f. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOU will be drafted with the concurrence of the MS4 permittees.
- g. Additional Studies. The PARTIES agree that additional watershed-wide special studies, monitoring with other watershed groups, conducting necessary special studies, preparing grant applications, any necessary revisions to the CIMP, 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 AMENDMENT, 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 AMENDMENT; provided, however, that no PARTY shall indemnify another PARTY for said other' PARTY's own negligence or willful misconduct.
- b. If any of PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the implementation of this CIMP MOU, 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 AMENDMENT 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 CIMP MOU.
- d. To the maximum extent permitted by law, the CITY shall require the CONSULTANTS retained pursuant to this AMENDMENT to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected 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 AMENDMENT 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 of PARTIES who fund the completion of such work.
- b. Withdrawal. If a PARTY wishes to withdraw from this AMENDMENT for any reason, that party must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the agreed upon implementation costs of the PROGRAM through the end of the current fiscal year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15th, the withdrawing PARTY shall also be responsible for its share of the implementation costs of the PROGRAM through the end of the following monitoring year (e.g., if a PARTY withdraws on December 16, 2024, said PARTY is responsible for its share of costs for both monitoring year 2025-2026 and monitoring year 2024-2025. If the same PARTY withdraws on or before December 15, 2014, said PARTY is responsible for costs only for monitoring year 2024-2025, not for monitoring year 2025-2026). Such implementation costs of the CIMP shall include the remaining fees of any Consultant retained by the CITY through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the 60th day after the CITY receives written notice of the

PARTY's intent to withdraw. Should any PARTY withdraw from this AMENDMENT, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 3 of the Exhibit A. Each PARTY shall be responsible for its proportional share of the implementation costs of the PROGRAM incurred through the completion of all requirements of the monitoring year (e.g. completion of the annual report due December 15, 2025, covering monitoring and reporting period from July 1, 2024 to June 30, 2025). 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 PROGRAM.

- 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 CIMP, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this AMENDMENT ("EXCLUDED PARTY") and their name(s) may be removed from the CIMP and all reports required as part of the CIMP. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 3 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 implementation of the PROGRAM 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 AMENDMENT 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 AMENDMENT, 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 3 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 AMENDMENT, then that PARTY shall forfeit its rights to work completed through this AMENDMENT, 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 AMENDMENT, 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 AMENDMENT, 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 AMENDMENT 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 AMENDMENT 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 AMENDMENT shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this AMENDMENT. 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 AMENDMENT 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 AMENDMENT without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this AMENDMENT 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 AMENDMENT 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 AMENDMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this AMENDMENT shall not be affected, and this AMENDMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AMENDMENT.
- i. Entire Agreement. This AMENDMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- j. Waiver. Waiver by any PARTY to this AMENDMENT of any term, condition, or covenant of this AMENDMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this AMENDMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AMENDMENT.
- k. Counterparts. This AMENDMENT 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 AMENDMENT.
- l. Counsel Representation. All PARTIES have been represented by counsel in the preparation and negotiation of this AMENDMENT. Accordingly, this AMENDMENT 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 AMENDMENT as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT 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:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Date

CITY OF MALIBU

By _____
Steve Uhring, Mayor

Date

ATTEST:

By _____
Trevor Rusin, Interim City Attorney

Date

APPROVED AS TO FORM:

By _____
Kelsey Pettijohn
City Clerk

Exhibit A

North Santa Monica Bay Coastal Watershed CIMP Cost Tables

The total cost shall be \$2,519,702 unless agreed upon and amended by the PARTIES. The professional services agreement with the CONSULTANT, and any amendments or change orders thereto, is hereby incorporated by reference.

Cost Contributors:

COUNTY participates separately in the Santa Monica Bay Trash Monitoring and Reporting Program (TMRP) and is not participating in the Malibu Creek TMRP. The cost of monitoring services for the Malibu Creek TMRP is to be paid by the City. The LACFCD will contribute five percent (5%) of the total project cost minus the costs of the Malibu Creek TMRP. The remaining balance will be distributed based on the percent of the combined land area for which each PARTY is responsible.

Table 1. Estimated Consultant Costs

Deliverables	2024-25 Estimated Cost	2026-27 Estimated Costs	2027-28 Estimated Costs	3 Year Estimated Costs
Monitoring and Reporting Cost	\$698,930	\$698,930	\$698,930	\$2,096,790
Project Administration (5%)	\$33,847	\$33,847	\$33,847	\$101,540
Annual Cost	\$732,777	\$732,777	\$732,777	\$2,198,330
Contingency (10%)	\$73,278	\$73,277.65	\$73,277.65	\$219,833
Total Contract	\$839,901	\$839,900.65	\$839,900.65	\$2,519,702

Table 2. Cost with LACFCD Contribution

Item	2024-25	2025-26	2026-27	Total
Permit Monitoring				
Subtotal	\$732,777	\$732,777	\$732,777	\$2,198,330
LACFCD Contribution (5%)	\$36,638.83	\$36,638.83	\$36,638.83	\$109,916.48
Remaining Cost	\$696,137.68	\$696,137.68	\$696,137.68	\$2,088,413.03
MOU Cost¹				
Subtotal	\$839,901	\$839,900.65	\$839,900.65	\$2,519,702
LACFCD Contribution (5%)	\$36,638.83	\$36,638.83	\$36,638.83	\$109,916.48
Total Remaining Cost	\$803,261.83	\$803,261.83	\$803,261.83	\$2,409,785.48

1. 10% contingency will not be invoiced unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10% contingency will require an amendment to this MOU.

Exhibit A

North Santa Monica Bay Coastal Watershed CIMP Cost Tables

Table 3. Cost Allocation Formula

Party	Acres	Precent Area	Allocated Costs	Costs + MC TMRP	Costs w/Contingency
Monitoring & Reporting Costs					
County of Los Angeles	42,462	77%	\$519,933.01	\$519,933.01	\$571,926.31
City of Malibu	12,659	23%	\$155,304.67	\$177,304.67	\$195,035.13
LACFCD		N/A	\$35,538.83	\$35,538.83	\$39,092.71
Total				\$732,776.50	\$806,054.15

Table 4. Invoicing Schedule

Party	2024-25	2025-26	2026-2027	3-Year Total	Contingency
County of Los Angeles	\$519,933.01	\$519,933.01	\$519,933.01	\$1,559,799.03	\$155,979.90
City of Malibu	\$177,304.67	\$177,304.67	\$177,304.67	\$531,914.00	\$53,191.40
LACFCD	\$35,538.83	\$35,538.83	\$35,538.83	\$106,616.48	\$10,661.65
Total	\$732,776.50	\$732,776.50	\$732,776.50	\$2,198,329.50	\$219,832.95

EXHIBIT B

North Santa Monica Bay Coastal Watershed CIMP Responsible Agencies Representatives

1. City of Malibu

23825 Stuart Ranch Road
Malibu, CA 90265

Primary Representative

Mark Johnson, Environmental Programs Coordinator
E-mail: mjohnson@malibucity.org
Phone: (310) 456-2489 x275
Fax: (310) 456-7650

Secondary Representative

Rob DuBoux, Public Works Director
E-mail: rduboux@malibucity.org
Phone: (310) 456-2489 x339
Fax: (310) 317-0950

2. County of Los Angeles

Los Angeles County Public Works
Stormwater Quality Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Name, Title
E-mail:
Phone:
Fax:

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
Name, Title
E-mail:
Phone:
Fax: