

**STORMWATER SERVICES AGREEMENT**  
(City of Redondo Beach)

This Stormwater Services Agreement ("**Agreement**") is dated ~~October 11~~, 2022 ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Redondo Beach, a chartered municipal corporation. The District and the City of Redondo Beach are referred to collectively as "**Parties**" or each separately as a "**Party**."

- A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 et seq. The District is the administrative district for the County Sanitation Districts of Los Angeles County ("**Districts**"). Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide stormwater services. The District does not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.
- B. The City of Redondo Beach has committed to implement a Supplemental Environmental Project (SEP) to evaluate new or expanded sewer diversions. The SEP proposal is the *Redondo Beach Sanitary Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting*.
- C. The Parties intend to contract for the District to perform functions that support the City of Redondo Beach's existing SEP and provide a mechanism to support potential future stormwater projects, with the City of Redondo Beach paying the District for all work performed by or for the District under this Agreement.

Therefore, the Parties agree as follows:

- 1. Written Request for Service. District will not perform any function or service under this Agreement unless that function or service has been requested in writing by the City of Redondo Beach.
- 2. Scope and Cost Estimate. Upon the City of Redondo Beach's written request for the District to initiate a project, the District shall produce a scope and cost estimate for the project for the City of Redondo Beach's approval. The cost to prepare the scope and cost estimate and attend any meeting associated with that preparation will be reimbursed to the District pursuant to this Agreement. The initial scope and cost estimate for the Sanitary Sewer Diversion Project Alternative Analysis are outlined in Exhibit 1.
- 3. Required Consultations. SB 485 requires consultations with the Watermaster, the Water Replenishment District, and the Los Angeles County Flood Control District prior to initiating a stormwater project. For each new stormwater project, the City of Redondo Beach shall lead these consultations as the project proponent or as an agent for the project proponent, with participation from the District.
- 4. Deposit and Payment. The City of Redondo Beach shall pay the District for functions and services performed by the District or its agents, employees and contractors under this Agreement

on a time-and-materials basis. The City of Redondo Beach shall deposit an initial payment of \$100,000 with the District to be used to reimburse the District for any allowable costs related to the capacity studies included in this Agreement. The City of Redondo Beach, in its sole discretion, may make an additional deposit amount of up to \$100,000 following completion of the Sanitary Sewer Diversion Project Alternative Analysis in Exhibit 1 to fund additional scope and budget for the permitting and design phases of the project upon agreement by both parties. If additional project scope and costs are executed by subsequent amendment, the City of Redondo Beach will add sufficient funds to cover the additional approved project(s).

5. Costs. Reimbursable costs to be incurred by the District under this Agreement may include any of the following:

5.1 District staff costs, based on the Schedule of Fees provided in Exhibit 2 and subject to annual adjustment consistent with the District's salary and cost increases.

5.2 Materials costs, including copying and mileage.

6. Invoices. The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead; the reasonable rental value of all Sanitation District-owned machinery and equipment; invoices for consultants; materials and supplies; reasonable handling charges; and all additional items of expense incidental to the performance of such function or service. The District shall furnish to the City of Redondo Beach an original invoice for all work performed and expenses incurred during each calendar month. The invoice shall be itemized to show subtotals that was active during the invoice period. The invoice will reflect the current overall deposit balance, any payments made by the City of Redondo Beach, all charges related to this Agreement, the ending balance for the period, any payments made to date made by the City of Redondo Beach, and an amount due for replenishment of the deposit, if necessary.

6.1 Disputes. The City of Redondo Beach shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event any charges or expenses are disputed by the City of Redondo Beach, the City of Redondo Beach shall return a copy of the invoice to the District within 20 calendar days of receipt for correction and resubmission. Review and payment by the City of Redondo Beach for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or under any applicable law.

6.2 Return of Deposit. Upon termination of this Agreement, the District shall prepare a final invoice. The District will, upon the City of Redondo Beach's approval of the final invoice, refund to the City of Redondo Beach the balance of the deposit after deduction for any outstanding amounts due to the District under this Agreement. If the term of the agreement is extended, the original deposit shall continue to apply in the new term.

7. Payment Terms. The City of Redondo Beach shall pay each District invoice no later than 60 days after the receipt of that invoice to replenish funds in the deposit as described in Section 4. The City of Redondo Beach's duty to pay the District is not contingent upon reimbursement

from any other party. Interest on amounts invoiced by the District and not prepaid by the Deposit will accrue beginning 90 days after the City of Redondo Beach's receipt of the invoice at the rate of 10% per annum. The District may terminate this Agreement for cause if any invoice remains unpaid 120 days after the date of the invoice.

8. Termination. Notwithstanding the provisions of Section 9 of this Agreement, either the City of Redondo Beach or the District may terminate this Agreement at any time for any reason by giving 30 days' prior written notice of termination to the other Party.

9. Term. This Agreement shall become effective on the Contract Date and expire five years following the effective date. This Agreement may be extended by a subsequent amendment for an additional five-year term.

10. Separate Contracts. This Agreement is intended to cover technical and other miscellaneous technical services, which may be supplied by the District and its various departments. In the event that the District and the City of Redondo Beach are either parties to, or subsequently enter into, a separate contract for specific services included within the scope of this Agreement, those separate contracts shall control with respect to the scope of the duties of the Parties thereunder unless such contracts adopt the provisions of this Agreement by reference.

11. Indemnity, Performance Warranty, and Limitation of Liability.

11.1 Indemnity. Each Party shall indemnify, defend, and hold harmless each other Party, including its 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, damage, loss, or legal action (including attorney's and expert witness fees), arising out of or relating to its own errors, omissions, negligence, or any willful misconduct related to services provided under this agreement; provided, however, that no Party shall indemnify another Party for said other Party's own negligence or willful misconduct.

11.2 Warranty and Limitation of Liability. The District warrants to the City of Redondo Beach that all services provided under this Agreement will be in accordance with industry professional standards by similarly-qualified professionals ("Warranty"). The City of Redondo Beach shall notify the District no later than 30 days after the City of Redondo Beach discovers any services by the District that the City of Redondo Beach claims are deficient. For any breach of this warranty alleged by the City of Redondo Beach, the City of Redondo Beach's exclusive remedy will be the District's re-performance and correction of the deficiency. In no event will the District be liable to the City of Redondo Beach for the payment of any indirect, incidental, special, punitive, or consequential damages based on the City of Redondo Beach's claim for breach of this Warranty.

12. Insurance. The District is self-insured for commercial general liability and workers compensation. The District shall maintain the following policies of insurance coverage:

12.1 Automobile Liability. Automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed by the District. This insurance must have an endorsement naming the City of Redondo Beach as an additional insured and have a

standard cross liability clause or endorsement. The limit of insurance must not be less than \$1,000,000 per occurrence combined single limit.

13. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent prepaid through the United States mail with a courtesy copy by email. Notice will be deemed given two days after postmark. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

**If to District**

*By Personal Delivery or Overnight Carrier*  
County Sanitation District No. 2 of Los Angeles  
County 1955 Workman Mill Road  
Whittier, CA 90601  
Attn: Water Quality Section  
Courtesy copy by email to: [kruffell@lacsdsd.org](mailto:kruffell@lacsdsd.org)

*By U.S. Mail*  
County Sanitation District No. 2 of Los Angeles County  
P.O. Box 4998  
Whittier, CA 90607-4998  
Attn: Water Quality  
Section

**If to the City of Redondo Beach**

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Engineering Services Division  
Courtesy copy by email to: [Geraldine.Trivedi@redondo.org](mailto:Geraldine.Trivedi@redondo.org)

14. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

15. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards. In the event one Party wishes to amend this Agreement, it will notify the other Party, and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

16. No Partnership/No JPA. The District is acting as an independent contractor for the City of Redondo Beach for the purpose of this Agreement. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

17. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

18. No Third-Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

19. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement will remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

20. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Party, which consent may be withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

21. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

22. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, actions, or amendments required of or by the District under this Agreement.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

**CITY OF REDONDO BEACH**

By: William C. Brand

William C. Brand

For: Mayor

**APPROVED AS TO FORM:**

By: Michael W. Webb for  
Michael W. Webb, City Attorney

**ATTEST:**

Eleanor Manzano  
ELEANOR MANZANO, CITY CLERK

**COUNTY SANITATION DISTRICT  
NO. 2 OF LOS ANGELES COUNTY**

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

**ATTEST:**

\_\_\_\_\_  
Secretary to the Board

**APPROVED AS TO FORM:**  
Lewis Brisbois Bisgaard & Smith, LLP

By: \_\_\_\_\_  
District Counsel

## Exhibit 1

### ***Redondo Beach Sanitary Sewer Diversion Project Alternative Analysis Initial Scope of Work***

#### **Project Definition**

The purpose of the Sanitary Sewer Diversion Project Alternative Analysis, Preliminary Engineering Design & Permitting Project to identify one or more locations for a new, or enhanced diversion to the sanitary sewer collection system.

#### **A. General Duties**

District shall:

1. Conduct flow tracing and capacity studies, preliminary design review and permitting for at least one new, or enhanced diversion to the sanitary sewer.
2. Perform two separate sanitary sewer flow tracing and capacity studies on two sewer-sheds to identify locations with the most available capacity for a new or enhanced diversion within the Beach Cities Watersheds.

#### **B. Sanitary Sewer Diversion Project Alternative Analysis**

District shall:

1. Perform sanitary sewer flow tracing and capacity studies on each of two different Joint Water Pollution Control Plant sewer-sheds per B.3.b below. This is to identify the locations with the most available capacity for a new or enhanced diversion within the Beach Cities Watersheds.
2. Explore potential to expand the capacity of one or more existing low flow diversions per B.3.a below to handle additional flows (additional dry weather flow and/or diversion of stored stormwater).
3. Explore potential new diversions at the following locations.
  - a. Existing Avenue I Storm Drain Low Flow Diversion located at the terminus of Avenue I and the Esplanade in the City of Redondo Beach.
  - b. New sites
    - i. Site a new diversion to the sanitary sewer for dry weather and stored stormwater from a small tidally-influenced storm drain just south of Redondo Beach Pier which would be tributary to the South Bay Cities Main Trunk 21-inch LACSD line.
    - ii. Site a new diversion to the sanitary sewer for dry weather and stored stormwater flows in the northern part of the City of Redondo Beach as follows:

1. Site one potential new diversion located in a storm drain running along Manhattan Beach Boulevard at a location in the segment bounded by Vail Avenue on the west and Hawthorne Blvd (Hwy 107) to the east.

iii. Explore other potential locations.

4. For each sewer-shed, perform flow trace from the point of diversion to the downstream wastewater treatment plant to identify each of the sewers that will be impacted by increased flow.
5. Evaluate available flow monitoring data to determine the available capacity during normal dry weather operation. This capacity will be reduced by the capacity allocated to other diversion projects that impact the same section of sewer and that would not be otherwise represented by the flow monitoring, including but not limited to new projects and projects that discharge additional flow following storms.
6. Where the capacity-constricted section is significantly downstream from the diversion location, estimate the travel time and shift the available capacity windows to account for the time the diverted flow would impact the capacity-constricted sewer.
7. Where the maximum available capacity is requested for the diversion capacity study, evaluate the diurnal patterns to determine the available capacity during low flow periods.
8. Review the available capacity will then be reviewed to account for conditions that reduce available capacity and are not otherwise apparent in the available data. At the end of the evaluation process, District to provide available capacity with associated discharge windows.
9. Prepare a report summarizing all findings, including but not limited to, potential new and enhanced diversion locations, potential obstacles and challenges for new and enhanced diversions, sewer-shed maps, capacity flow data, and total capacity study cost.



**Exhibit 2 District Cost Schedule  
2022-2023 FY**

<u>Position</u>	<u>Hourly rate</u>
Division Engineer	\$231
Supervising Engineer	\$201
Senior Engineer	\$179
Civil Engineer	\$161
Engineering Associate	\$153
Engineering Technician	\$103
Secretary	\$85

Labor billing rates are subject to readjustment by the Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.

**RESOLUTION NO. CC-2209-069**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \$195,000 FROM THE TIDELANDS FUND UNALLOCATED BALANCE TO THE CITY PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR SEASIDE LAGOON OPERATING BUDGET ACCOUNT, AND APPROPRIATE AN ADDITIONAL \$195,000 FROM THE TIDELANDS FUND UNALLOCATED BALANCE TO THE PUBLIC WORKS ENGINEERING DIVISION CONTRACTS AND PROFESSIONAL SERVICES ACCOUNT**

WHEREAS, it is the intention of the City Council of Redondo Beach ("City Council") to review the adopted budget from time to time; and

WHEREAS, the City of Redondo Beach's ("City") adopted budget needs to be modified to appropriate monies to fund necessary expenditures; and

WHEREAS, the City operates the Seaside Lagoon, a swimming lagoon located near King Harbor, for the benefit of residents and nonresidents; and

WHEREAS, discharges from Seaside Lagoon are regulated by a National Pollutant Discharge Elimination System Permit, as amended from time to time; and

WHEREAS, the Los Angeles Regional Water Quality Control Board contends that Water Code section 13385, subdivisions (h) and (i), requires assessment of mandatory penalties for alleged violations of the effluent limitations contained in the Seaside Lagoon permit occurring between 2016 - 2021; and

WHEREAS, the City denies the allegations and the City has entered into a Settlement Agreement with the Los Angeles Regional Water Quality Control Board in order to avoid protracted litigation and the costs associated therewith; and

WHEREAS, to resolve the alleged violations by consent and without further administrative or civil proceedings, the parties have agreed to settle, subject to final approval, in the amount of three hundred ninety thousand dollars (\$390,000); and

WHEREAS, the settlement requires the City to pay one hundred ninety-five thousand dollars (\$195,000) to the State Water Resources Control Board, and, that the remaining one hundred ninety-five thousand dollars (\$195,000) shall be utilized to implement the Redondo Beach Sanitary Sewer Diversion Project Alternative Analysis, Preliminary Design and Permitting as a Supplemental Environmental Project; and

WHEREAS, the Redondo Beach Sanitary Sewer Diversion Project Alternative Analysis, Preliminary Design and Permitting Project will identify one or more locations for a new, or enhanced diversion to the City's sanitary sewer collection system and complete preliminary design for the highest ranked location, and the funds will be used for flow tracing and capacity studies and engineering designs for the diversions; and

WHEREAS, there are sufficient funds in the Tidelands Fund unallocated balance to cover the cost of the settlement; and

WHEREAS, the City's adopted budget shall be modified to accept these funds for the 2022-2023 fiscal year; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2022-2023 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2022-2023 is modified as follows:


\$195,000 from Tidelands Fund unallocated balance shall be appropriated to the Public Works Seaside Lagoon Maintenance and Operations Account.

\$195,000 from Tidelands Fund unallocated balance shall be appropriated to the Public Works Engineering Division Contracts and Professional Services Account.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2022-2023 in accordance with the above modification.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2022.

For:   
\_\_\_\_\_  
William C Brand, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael W. Webb, City Attorney

ATTEST:

  
\_\_\_\_\_  
Eleanor Manzano, CMC, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        ) ss  
CITY OF REDONDO BEACH         )

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2209-069 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 11<sup>th</sup> day of October, 2022, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES: NEHRENHEIM, LOEWENSTEIN, HORVATH, OBAGI, JR., EMDEE

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Eleanor Manzano, CMC  
City Clerk