

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TORRANCE, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH,
AND THE CITY OF REDONDO BEACH
FOR IMPLEMENTATION OF THE BEACH CITIES GREEN STREETS PROJECT FOR THE BEACH CITIES
WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU), is made and entered into as of the date set forth below by and between the CITY OF TORRANCE, a chartered municipal corporation, THE CITY OF HERMOSA BEACH, a California municipal corporation, and the CITY OF MANHATTAN BEACH, a California municipal corporation, the CITY OF REDONDO BEACH, a chartered 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 the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 as amended by Order WQ 2015-0075 (MS4 Permit); and

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

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

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

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

WHEREAS, the Beach Cities EWMP identifies distributed green street structural control measures that when implemented together with regional structural watershed control measures and baseline and enhanced minimum control measures are predicted by the reasonable assurance analysis (RAA) to achieve compliance with water quality based effluent limitations (WQBELs) set forth in the MS4 Permit for the Beach Cities EWMP Area; and

WHEREAS, the Beach Cities EWMP identifies the Herondo Storm Drain sub watershed (SMB 6-01 analysis region) and the 28th Street Storm Drain sub watershed (SMB 5-02 analysis region) as high priority areas for implementing distributed green street structural control measures in order to meet compliance deadlines for WQBELs according to the schedule set forth in the Beach Cities EWMP; and

WHEREAS, the LACFCD owns and operates major elements of the storm drain conveyance system within the SMB 6-01 and SMB 5-02 analysis regions to which the distributed green street structural control measures will be connected; and

WHEREAS the PARTIES have determined that it is mutually beneficial to cooperate jointly in the design and construction of distributed green street structural control measures within the SMB 6-01 and SMB 5-02 analysis regions of the Beach Cities EWMP Area; and

WHEREAS, each PARTY has identified a project site(s) within its owned and maintained rights-of-way for a distributed green street project within the SMB 6-01 and/or SMB 5-02 analysis regions and these green street projects together comprise the BEACH CITIES GREEN STREETS PROJECT as shown in Exhibit D; and

WHEREAS, the CITY OF TORRANCE in partnership with the other PARTIES submitted a successful application to the California State Coastal Conservancy and Santa Monica Bay Restoration Commission and has been awarded a Proposition 12 Santa Monica Bay Restoration Grant (PROP 12 SMBR GRANT) for \$2,000,000 for the design and construction of the BEACH CITIES GREEN STREETS PROJECT; and

WHEREAS, the design objectives of the BEACH CITIES GREEN STREETS PROJECT are to: retrofit existing impervious areas and parkways within public rights-of-way with green infrastructure to improve coastal water quality by providing pollutant load reduction through capture, treatment and where possible infiltration of stormwater and associated pollutant loads including the 303(d)-listed TMDL pollutants indicator bacteria, sediment-borne DDT and PCBs and trash (debris), and reduce the peak runoff rate and total volume of stormwater discharged to Santa Monica Bay from a combined 198-acre area of the SMB 6-01 and SMB 5-02 analysis regions; and

WHEREAS, each PARTY wishes to ensure that design plans and specifications for the portion of the BEACH CITIES GREEN STREETS PROJECT within each PARTY'S respective right-of-way is consistent with that PARTY'S design standards; and

WHEREAS, the awarded PROP 12 SMBR GRANT amount of \$2,000,000 represents approximately thirty-nine percent of the estimated total project cost of \$5,145,000 for the BEACH CITIES GREEN STREETS PROJECT, and as such the balance of the total project cost must be provided as local or other non-State matching funds; and

WHEREAS, the PARTIES have determined that hiring an ENGINEERING CONSULTANT to conduct preliminary engineering investigations, preliminary design and final design plans and engineer's estimate for the construction of the BEACH CITIES GREEN STREETS PROJECT will be beneficial to the PARTIES, and

WHEREAS, the PARTIES have determined to provide the anticipated local matching funds in order that the CITY OF TORRANCE may hire an ENGINEERING CONSULTANT to perform PRELIMINARY ENGINEERING AND FINAL DESIGN services; and

WHEREAS, the PARTIES anticipate amending this agreement to also cover the cost sharing for the completion of construction of the BEACH CITIES GREEN STREETS PROJECT based on proportionate responsibility once those costs are known; and

WHEREAS, the PARTIES have agreed that the total cost for implementation of the BEACH CITIES GREEN STREETS PROJECT PRELIMINARY AND FINAL DESIGN shall be determined based on selection of a qualified ENGINEERING CONSULTANT and shall not exceed the costs set out in Exhibit B, which includes a ten percent (10%) contract administration cost.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

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

Section 2. Purpose. The purpose of this MOU is to establish an understanding of proportional responsibility among the PARTIES for Preliminary Engineering and Final Design of the BEACH CITIES GREEN STREETS PROJECT within the SMB 6-01 and SMB 5-02 analysis regions of the Beach Cities EWMP Area identified in the Beach Cities EWMP and to provide matching funds necessary for the group to utilize Prop 12 SMBR GRANT funds awarded for implementation of the BEACH CITIES GREEN STREETS PROJECT.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU. Each PARTY shall provide independent Engineering Review and Plan

Check in-kind services for its own respective City, to ensure that final design plans and specifications are consistent with each PARTY'S design standards.

Section 4. Voluntary. This MOU is voluntarily entered into for Beach Cities EWMP implementation.

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

Section 6. The PARTIES agree:

- a. Funding of BEACH CITIES GREEN STREETS PROJECT. Each PARTY will work cooperatively to fund the PRELIMINARY ENGINEERING AND FINAL DESIGN FUNDING CONTRIBUTIONS for the BEACH CITIES GREEN STREETS PROJECT as detailed in Exhibit B of this MOU.
- b. BEACH CITIES GREEN STREETS PROJECT PRELIMINARY ENGINEERING AND FINAL DESIGN PHASE COSTS. The costs for the preliminary engineering investigation and preparation of final design plans and engineer's cost estimate of the BEACH CITIES GREEN STREETS PROJECT will be shared equally among the PARTIES as shown in Exhibit C.
- c. Future Costs. Future cost sharing for grant and match funding for construction of the BEACH CITIES GREEN STREETS PROJECT will be determined based on each PARTY's proportionate share of the construction costs based on Contractor bids and must be approved by amendments to this MOU.
- d. LEAD AGENCY for BEACH CITIES GREEN STREETS PROJECT IMPLEMENTATION. The role of LEAD AGENCY for the implementation of the BEACH CITIES GREEN STREETS PROJECT shall be assumed by the City of TORRANCE. The PARTIES agree that the LEAD AGENCY may amend contracted work so long as total costs in Exhibit B are not exceeded and the LEAD AGENCY notifies the PARTIES of the proposed changes in writing.
- e. Payment. To fund the cost of implementation of the BEACH CITIES GREEN STREETS PROJECT which shall not exceed the cost distribution amounts shown in Exhibit C of this MOU and to pay the LEAD AGENCY a 10% Administration Fee as described in Exhibit B. Payment shall be made within sixty (60) days of receipt of the invoice from the LEAD AGENCY.
- f. Documentation. To make a full-faith effort to cooperate with one another by providing to the LEAD AGENCY all requested information and documentation in their possession and available for release that is deemed necessary by the PARTIES to achieve the purposes of

this MOU, including documentation of in-kind services as required by the PROP 12 SMBR GRANT AGREEMENT.

- g. Permitting. To submit final design plans and Connection Permit application(s) to LACFCD for review and approval to enable modification of LACFCD facilities or connection of the BEACH CITIES GREEN STREETS PROJECT to the LACFCD storm drain system in their respective jurisdictions where necessary and to obtain necessary LACFCD permit(s) and Maintenance and Use Agreements. To issue no-fee encroachment permits for work to be done in each PARTY's respective jurisdiction.
- h. Compliance with Terms of PROP 12 SMBR GRANT AGREEMENT. The PARTIES to this MOU acknowledge that while the City of Torrance is the sole grantee under the PROP 12 SMBR GRANT AGREEMENT, the intent of the MOU is for all PARTIES to comply with the terms and conditions of the PROP 12 GRANT AGREEMENT. If the PARTIES fail to amend this agreement to jointly fund the construction phase of the BEACH CITIES GREEN STREETS PROJECT, the named recipients may be deemed in violation of the PROP 12 SMRC GRANT AGREEMENT (see Section 8.b below) and required to repay the PROP 12 SMRC GRANT AGREEMENT with interest and penalties. The PARTIES agree that should this MOU not be amended and the named recipients are deemed by the State Coastal Conservancy to be in violation of the PROP 12 SMRC GRANT AGREEMENT, that any interest and penalties due shall be paid by the PARTY(S) that refuse to amend this agreement to cover construction costs.
- i. Compliance with LACFCD PEIR. The PARTIES shall comply with all mitigation measures applicable to the project that are in the Los Angeles County Flood Control District Enhanced Watershed Management Programs Programmatic Environmental Impact Report (PEIR), which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015 and may be found at <https://dpw.lacounty.gov/LACFCD/ewmppeir/>.
- j. Grant Acknowledgement Signs. PARTIES agree to post signs in their respective jurisdictions of grant funding acknowledgement and to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.
- k. Maintenance of Grant Acknowledgement Signs. The PARTIES agree to install and maintain a sign or signs provided by the LEAD AGENCY visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and the logos for Proposition 12 and the Santa Monica Bay Restoration Commission. The signs shall acknowledge funding from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000

(Proposition 12), as required by the California Natural Resources Agency's "Sign Guidelines,"

Section 7. The LEAD AGENCY agrees:

- a. Administration. To collect and deposit funds in a separate account dedicated to this MOU and to distribute funds in accordance with this MOU.
- b. Invoice. To invoice the other PARTIES in amounts not exceeding the amounts shown in Exhibit C, except for the in-kind services to be provided which shall not be invoiced. The payments will be invoiced upon the execution of this MOU by all PARTIES.
- c. Final Accounting. To provide an accounting upon conclusion of the BEACH CITIES GREEN STREETS PROJECT and to return any unused portion of all funds deposited with the LEAD AGENCY in accordance with the cost allocation formula set forth in Exhibit C. In the event of a shortfall, the LEAD AGENCY will invoice the PARTIES in accordance with the same formula.
- d. Lead Agency. To be the LEAD AGENCY for the implementation of the BEACH CITIES GREEN STREETS PROJECT.
- e. PROP 12 SMBR GRANT AGREEMENT. To execute the PROP 12 SMBR GRANT AGREEMENT as expeditiously as possible following the execution of this MOU, and to distribute copies of the executed grant agreement to the PARTIES within ten (10) business days of receiving the executed PROP 12 SMBR GRANT AGREEMENT from the grant manager. A copy of the Draft PROP 12 SMBR GRANT AGREEMENT is provided as Exhibit E.
- f. Contracted Services. To include a BEACH CITIES representative on the City's Selection Committee for design services and to contract with an ENGINEERING CONSULTANT to perform PRELIMINARY ENGINEERING AND FINAL DESIGN of the BEACH CITIES GREEN STREETS PROJECT.
- g. Administration. To administer the ENGINEERING CONSULTANT contract and carry out the terms of the PROP 12 SMBR GRANT AGREEMENT.
- h. Preliminary Design. To distribute copies of the geotechnical engineering investigation results of the BEACH CITIES GREEN STREETS PROJECT to the PARTIES for review and comment prior to directing the ENGINEERING CONSULTANT to proceed with the preliminary design of the BEACH CITIES GREEN STREETS PROJECT. The City of Torrance will provide each of the PARTIES a copy of the draft Preliminary Design Report and

Drawings for review and comment within ten (10) business days after receipt from the ENGINEERING CONSULTANT.

- i. Final Design. To submit final design plans to each of the PARTIES for review and comment on the portion of the BEACH CITIES GREEN STREETS PROJECT within each PARTY'S rights-of-way.
- j. Expenditure. To utilize the funds deposited by the PARTIES with the CITY OF TORRANCE only for the implementation of the BEACH CITIES GREEN STREETS PROJECT and to notify all PARTIES if contracted work is to be amended so long as total costs in Exhibit B are not exceeded.

Section 8. Indemnification

- a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other and Santa Monica Bay Restoration Commission from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTIES to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each of the PARTIES indemnifies, defends, and holds harmless the other PARTIES and the California State Coastal Conservancy and Santa Monica Bay Restoration Commission for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 9. Termination, Default and Unilateral Withdrawal

- a. Termination: This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If this MOU is terminated upon express written agreement of all PARTIES, then each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation.
- c. Default: If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, and funding already provided, and be responsible for the payment of fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.
- d. THE LEAD AGENCY shall notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. Should the default be failure to provide funding, then the defaulting PARTY will be withdrawn from the MOU and costs will be adjusted pursuant to Section 10(e) below.
- e. Unilateral Withdrawal: Should any PARTY unilaterally withdraw from this MOU, the remaining PARTIES shall work in good faith to amend this MOU to revise the cost allocation formula and to revise the Scope of Work to maintain the conditions of the PROP 12 SMRC GRANT AGREEMENT.
- f. Should the default or unilateral withdrawal of this agreement render TORRANCE in violation of the PROP 12 SMBRC GRANT AGREEMENT, the PARTY(S) that default or unilaterally withdraw from this agreement shall be responsible for any interest and penalties and repayment of any grant funds forfeited due under the PROP 12 SMBRC GRANT AGREEMENT.
- g. The PARTIES agree that, except as otherwise provided in 10(c), each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit A 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 A. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate respective PARTY representatives in Exhibit A. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Maintenance of Project BMPs. The PARTIES agree to use, manage, maintain and operate the BEACH CITIES GREEN STREETS PROJECT throughout the term of PROP 12 GRANT AGREEMENT consistent with the purposes for which the State Coastal Conservancy's grant was made. Each party shall assume all operation and maintenance costs for their own respective facilities and structures only; the State Coastal Conservancy shall not be liable for any cost of maintenance, management, or operation. The PARTIES may be excused from the obligations under this section only upon the written approval of the PARTIES. For purposes of this MOU, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
- d. Mitigation. The PARTIES agree that, without the written permission of the Executive Officer, the PARTIES each shall not use or allow the use any portion of the BEACH CITIES GREEN STREETS PROJECT funded by the PROP 12 GRANT AGREEMENT for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of the project. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on any portion of the BEACH CITIES GREEN STREETS PROJECT shall be remitted promptly to the State

Coastal Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the project in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

- e. Inspection. Throughout the term of the PROP 12 GRANT AGREEMENT, the State Coastal Conservancy shall have the right to inspect the BEACH CITIES GREEN STREETS PROJECT project area to ascertain compliance with its PROP 12 GRANT AGREEMENT.
- f. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- g. Binding Effect. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- h. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 6(f) or withdraws pursuant to Section 10(b) or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 10(d).
- i. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- j. Drug-Free Workplace. PARTIES signature on this MOU constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - c. The dangers of drug abuse in the workplace.
 - d. The person's or organization's policy of maintaining a drug-free workplace.
 - e. Any available drug counseling, rehabilitation, and employee assistance programs.
 - f. The penalties that may be imposed upon employees for drug abuse violations.

- g. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.
- k. Union Organizing. By signing this MOU, the PARTIES each hereby acknowledge the applicability of Government Code Sections 16645 through 16649 to this MOU, and certify that no state funds will be used to assist, promote or deter union organizing. If a PARTY makes expenditures to assist, promote or deter union organizing, the PARTY agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.
- l. Non-Discrimination. During the performance of this MOU, the PARTIES and each of their contractors being paid through grant funds shall not deny the MOU's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The PARTIES shall each insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The PARTIES and each of their contractors being paid through grant funds shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The PARTIES shall permit access by representatives of the Department of Fair Employment and Housing and the State Coastal Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Coastal Conservancy shall require to ascertain compliance with this clause. The PARTIES and their contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- m. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be

affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- n. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- o. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- p. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- q. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).
- r. Third Party Beneficiary. The State Coastal Conservancy is a third-party beneficiary of this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

[SIGNATURE PAGES FOLLOW]

CITY OF TORRANCE

By: _____
Patrick J. Furey, Mayor

Date: _____

ATTEST:

By: _____
Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Q. Sullivan, City Attorney

CITY OF MANHATTAN BEACH

By: _____

Bruce Moe
City Manager

Date: _____

ATTEST:

By: _____

Liz Tamura
City Clerk

APPROVED AS TO FORM:

By: _____

Quinn M. Barrow, City Attorney

CITY OF REDONDO BEACH

By: _____
William C. Brand, Mayor

Date: _____

ATTEST:

By: _____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: _____
Michael W. Webb, City Attorney

CITY OF HERMOSA BEACH

By: _____
Marie Campbell
Mayor

Date: _____

ATTEST:

By: _____
Elaine Doerfling
City Clerk

APPROVED AS TO FORM:

By: _____
Michael Jenkins, City Attorney

EXHIBIT A

BEACH CITIES WMG
EWMP/CIMP GROUP
Parties' Representatives

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 318-0661 x2036 Fax: (310) 374-4828
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Doug Krauss E-mail: Dkrauss@hermosabch.org Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Shawn Igoe E-mail: sigoe@citymb.info Phone: (310) 802-5315 Fax: (310) 802-5314
4	City of Torrance Department of Public Works 20500 Madronna Avenue Torrance, CA 90503	John C. Dettle, P.E. E-mail: jdettle@TorranceCA.gov Phone: (310) 618-3059 Fax: (310) 781-6902

EXHIBIT B
BEACH CITIES GREEN STREETS PROJECT
PRELIMINARY ENGINEERING AND FINAL DESIGN
FUNDING CONTRIBUTIONS

TASK	COST	PARTIES' MATCHING FUNDS	PROP 12 SMBR GRANT FUNDS
Preliminary Engineering & Final Design	\$1,000,000	\$500,000	\$500,000
Administration (10%)	\$100,000	\$50,000	\$50,000
TOTAL	\$1,100,000	\$550,000	\$550,000

EXHIBIT C
PARTIES' PROPORTIONAL RESPONSIBILITY FOR
BEACH CITIES GREEN STREETS PROJECT COSTS FOR
PRELIMINARY ENGINEERING AND FINAL DESIGN

PARTY	Matching Funds Percentage Share	Matching Funds Cost Share
City of Torrance	25%	\$137,500
City of Hermosa Beach	25%	\$137,500
City of Manhattan Beach	25%	\$137,500
City of Redondo Beach	25%	\$137,500
TOTAL	100%	\$550,000

EXHIBIT D
BEACH CITIES GREEN STREETS PROJECT LOCATION MAP

EXHIBIT E
BEACH CITIES GREEN STREETS PROP 12 SMBRC GRANT AGREEMENT