

July 31, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
August 8, 2006

AWARD CONTRACT FOR ADMINISTRATION OF THE CITY MUNICIPAL STORM WATER MANAGEMENT PROGRAM

Recommendation:

It is recommended that the City Council:

1. Approve the Professional Services Agreement No. 06.012 with Kathleen McGowan to administer the City's Municipal Storm Water Management Program in connection with NPDES (National Pollutant Discharge Elimination System) permit requirements for an amount of \$38,240; and
2. Authorize the Mayor to execute and the City Clerk to attest the contract subject to approval by the City Attorney.

Background:

Kathleen McGowan, Environmental Consultant has been assisting the South Bay Cities with the implementation of the NPDES Permit for several years. Ms. McGowan's contract with the City would identify tasks such as NPDES Program Management, Public Education Program Implementation, Industrial /Commercial Facilities Control Program, Development Planning & Construction Programs Including Municipal Employee Annual Training, Public Agency Activities Program, Illicit Connection & illicit Discharge Elimination and SMBBB (Santa Monica Bay Beaches Bacteria) TMDL (Total Maximum Daily Loads) program Development & Implementation.

In addition, Ms. McGowan would represent the City at Executive Advisory Committee & General Meetings, Santa Monica Bay-Ballona Creek Watershed Management Committee Meetings, Public Outreach Strategy Meeting held by LA County and SMBBB TMDL Jurisdictions 5/6 Planning Meetings; which would enable the City to interact with member cities to support its position on different issues as they arise.

Analysis:

The State of California, through the California Regional Water Quality Control Board, is continuing to enforce the Municipal NPDES Permit and its Management Plan (Models). All cities within Los Angeles County are required to adopt and implement programs consisting of six model programs (Public Outreach, Illicit Discharges, Planning, Construction, Public Agency and Industrial/Commercial) that are consistent with such Models Including Development of SMBBB TMDL Implementation Plan.

Ms. McGowan would replace City's previous consultant, Sheila Kennedy of Enfact Solutions Inc., whose contract with the City expired June 30, 2006. Changing

consultants will save the City approximately \$16,000 for the same, reputable consulting services.

Ms. McGowan's proposal assures continued assistance with the complex implementation of the NPDES Permit Requirements.

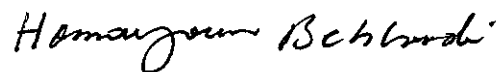
The current Permit will expire December 2006. Discussions at the Regional Board level have already begun for the next Permit process. This dynamic development of the Permit and its components (i.e., Total Maximum Daily Loads) may have a larger impact on the City in the future. Ms. McGowan would be keeping the City informed and updated of all changes, as well as taking an active roll in minimizing the requirements for the City.

Fiscal Impact:

In FY 06-07, \$54,270 has been allocated for storm water management services and the NPDES program of which \$38,240 will be expended for storm water management services for the current fiscal year.

Attachments: Professional Services Agreement No. 06.012

Respectfully submitted,



Homayoun Behboodi
Associate Engineer

Concur:



Richard D. Morgan, P.E.
Director of Public Works/City Engineer

Noted For Fiscal Impact:



Viki Copeland
Finance Director

Concur:



Stephen R. Burrell
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August, 2006 at Hermosa Beach, County of Los Angeles, State of California, by and between the CITY OF HERMOSA BEACH, through its duly elected, qualified and acting MAYOR, hereinafter called the CITY, and Kathleen McGowan, P.E., hereinafter called the CONSULTANT.

WITNESSETH: That the CONSULTANT for and in consideration of the covenants, conditions, agreements, and stipulations of the CITY herein expressed, does hereby agree to furnish to the CITY professional services and materials, as follows:

ARTICLE I - Scope of Work

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the proposal and or the scope of work attached as Exhibit A.

ARTICLE II - Costs

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Cost Breakdown in the attached proposal as Exhibit B.

Total expenditure made under this contract shall not exceed the sum of \$ 38,240. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, and miscellaneous costs, estimated to be accrued during the life of the contract. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

The CONSULTANT will be reimbursed for costs incurred in the performance hereof as are allowable under the provisions of Part 1-14 of the Federal Procurement Regulations.

ARTICLE III - Method of Payment

CONSULTANT shall be reimbursed monthly in arrears based upon the hourly services provided. CONSULTANT shall submit invoices in triplicate and addressed to the CITY, c/o the Finance Department, 1315 Valley Drive, Hermosa Beach, CA 90254-3884.

ARTICLE IV - Subcontracting

CONSULTANT shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY.

ARTICLE V - Completion Date

CONSULTANT shall commence work under this agreement upon execution of this agreement and shall complete the work according to the schedule submitted as part of Exhibit "A", however, the CITY's Director of Public Works may extend the completion date as required by the scope of this contract. Any contract time extension shall require the express written consent of the Director of Public Works.

ARTICLE VI - Accounting Records

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for three years from the date of final payment of Federal funds hereunder.

ARTICLE VII - Ownership of Data

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

ARTICLE VIII - Termination

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

ARTICLE IX - Assignability

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

ARTICLE X - Amendment

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

ARTICLE XI - Non-Solicitation Clause

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XII - Equal Opportunity Assurance

During the performance of this contract, the CONSULTANT agrees as follows:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color or national origin.

C. The CONSULTANT will permit access to their books, records and accounts by the applicant agency, the State, the Federal Highway Administration and/or the National Highway Traffic Safety Administration for purposes of investigation to ascertain compliance with this nondiscrimination clause.

D. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part.

ARTICLE XIII - Clean Air Act

During the performance of this Contract, the CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

ARTICLE XIV - Indemnity

CONSULTANT agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein. CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

ARTICLE XV - Insurance

A. Without limiting CONSULTANT'S obligations arising under ARTICLE XIV - Indemnity , CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverages of \$500,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iv) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefor at CONSULTANT'S expense.

ARTICLE XVI - Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

ARTICLE XVII - Conflicts of Interest

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

ARTICLE XVIII - Independent CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

ARTICLE XIX - Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or

otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

ARTICLE XX - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR:

Mayor, City of Hermosa Beach

Kathleen McGowan, P.E.

ATTEST:

Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

City Attorney

Proposal for NPDES and TMDL Implementation

Environmental Consulting Services

Executive Summary

This proposal is submitted in response to City of Hermosa Beach Department of Public Works Department request for proposal to provide NPDES and TMDL consulting services. Included in the request was that a significant fraction of the consulting services be delivered during office hours onsite in the City of Hermosa, Beach (City). As the City enters the implementation phase of the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (SMBBB TMDL), City Public Works staff is seeking responsive, customized environmental consulting service.

This proposal reflects a thorough understanding of the municipal NPDES permit and in-depth familiarity with the Jurisdictional Group 5 & 6 SMBBB TMDL Implementation Plan. **Section 2-Background** provides a brief summary of the City's needs, regulatory framework and recent activity relating to this proposal. **Section 3-Scope of Services** describes each proposed task with assumptions and basis for level-of-effort. A cost estimate for each task and subtask described in the Scope of Services is presented in **Section 4-Cost Breakdown**. **Section 5-Experience and Qualifications** documents my technical and regulatory expertise and **Section 6** provides samples of public education materials developed under my direction for other municipal clients.

I will personally conduct the work effort described in the Scope of Services for a cost not to exceed \$38,240 in FY 2006/07. On average, six hours per week of this level-of-effort will be conducted from City of Hermosa Beach offices in space provided by the City. Work will be billed based on actual time expended at my standard rate for long-term municipal work with direct expenses billed at cost without markup. My invoices are detailed and provide full and complete justification for level-of-effort expended. I am confident that the City will find my services to be of the highest caliber and an outstanding value for services rendered.

2 Background

This proposal is submitted in response to City of Hermosa Beach Public Works Department staff request for proposal to provide NPDES and TMDL consulting services.

City of Hermosa Beach

The City of Hermosa Beach is a small, historical beach city that will celebrate its centennial in 2007. The city encompasses only 1.3 square miles, fronts two miles of popular beaches and is home to approximately 18,000 residents. The Public Works Department is responsible for the maintenance and operation of all city facilities and properties. This responsibility extends to and includes engineering services, streets, public buildings, park grounds, streetlights, traffic control services, sewage collection and storm drain management.

As a coastal city focused on tourism, surfing and other ocean-oriented activities, maintaining high water quality is an important issue for the City of Hermosa Beach. The City has moved proactively to meet the requirements of the NPDES Permit and begins FY 2006/2007 in good standing with respect to permit implementation requirements. The City has also begun to implement recommended activities in the SMBBB TMDL Implementation Plan

NPDES Permit & Storm Water Quality Management Program (SQMP) Implementation

The City of Hermosa Beach is subject to Order No. 01-182, the National Pollutant Discharge Elimination System (NPDES) Permit issued to Los Angeles County Flood Control District and the incorporated cities within the County of Los Angeles (Permittees) for storm water and urban runoff discharges from the municipal separate storm sewer system (MS4). This NPDES MS4 permit is the third in a series of five-year permits; it became effective on December 13, 2001 and will expire on December 12, 2006. The permit requires all Permittees to implement a Storm Water Quality Management Plan (SQMP) in six major program areas:

- Public Information and Participation,
- Industrial/Commercial Facilities Control,
- Development Planning,
- Development Construction,
- Public Agency Activities, and
- Illicit Connections and Illicit Discharges Elimination.

The City of Hermosa Beach is in compliance with the required elements of this program and will continue to implement these programs during the permit renewal

period until a 4th term permit goes into effect at which time additional program requirements are possible.

Total Maximum Daily Load (TMDL)

All of the land area and concomitant storm water runoff within the City of Hermosa Beach drains to the Santa Monica Bay, and accordingly is subject to the Santa Monica Bay Beaches Bacteria Wet- and Dry-Weather Total Maximum Daily Loads (TMDLs) for which final approval was received on June 19, 2003. The Wet-Weather TMDL organizes the areas draining to the Santa Monica Bay into seven jurisdictional groups. The City of Hermosa Beach is a responsible agency within Jurisdictional Groups 5 & 6.

The overlap of responsible agencies among Jurisdictions 5 and 6 and the similarity of land use and development in these areas prompted the responsible agencies of Jurisdiction 5 and 6 to determine that they should pool resources to submit a joint implementation plan on behalf of both jurisdictional groups. On July 15, 2005, Jurisdictional Groups 5 & 6 jointly submitted an Implementation Plan to the Los Angeles Regional Water Quality Control Board for achieving compliance with the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load. The Jurisdictional Group 5 & 6 (J5/6) Implementation Plan employs an integrated approach designed to provide the responsible agencies with a systematic process for progressively improving compliance with SMBBB TMDL allocations while at the same time achieving broader water quality benefits and public goals. The implementation strategy relies on a combination of measures designed to reduce migration and transport of bacteria and other pollutants through a three-pronged system of programmatic, structural and source control solutions.

On July 15, 2006 the first compliance deadlines under the SMBBB TMDL went into effect for summer dry weather single-sample and geometric mean targets. The Regional Board has stated its intention to reopen the MS4 NPDES Permit to incorporate TMDL requirements so that the permit will become the enforcement instrument for TMDLs.

3 Scope of Services

This Scope of Services will assist the City of Hermosa Beach in meeting the requirements of the NPDES MS4 Permit as well as undertaking implementation activities under the SMBBB TMDL in the most cost effective yet proactive manner possible.

The Scope of Services is organized into seven major tasks:

- Task 1: NPDES Program Management
- Task 2: Public Information and Participation
- Task 3: Industrial/Commercial Facilities Control Program
- Task 4: Development Planning & Construction Program
- Task 5: Public Agency Activities Program
- Task 6: Illicit Connection & Illicit Discharge Elimination
- Task 7: SMBBB TMDL Implementation

The City's philosophical approach to TMDL and NPDES water quality programs is compatible with those of my current clients. I intentionally seek out clients with similar philosophical approach in order that I may represent multiple client interests without conflict and distribute my level-of-effort across those clients thereby reducing individual costs to each client. Subtasks where I anticipate being able to do so are identified with an asterisk (*).

Task 1 NPDES Program Management

The NPDES Program touches virtually all areas of municipal activities and requires effective management and coordination across municipal divisions and departments in order to assure that all aspects of the permit are carried out. I will work closely with the City's NPDES Program Supervisor/Associate Engineer in conducting the following program management subtasks.

Subtask 1.1 Internal Coordination

This task provides an allocation of time for regular communication and briefing of City staff on the status, recent developments and need for action or response with respect to NPDES permit and TMDL implementation. Periodic meetings with the Associate Engineer/NPDES Permit Program Supervisor will be held to discuss progress and provide opportunity for City staff to inject policy direction as needed. Progress reports appropriate for providing updates to upper management will be

prepared on a quarterly basis to summarize progress of each of the major tasks and as an aid in preparing the annual report.

Subtask 1.2 NPDES Annual Report and Budget Summary

Data and information will be gathered from each of the program areas and compiled to prepare the draft annual report for City staff review. This will include working with City staff to prepare the annual budget summary for Annual Report. Revise annual report based on City staff review and submit to County for compilation with other municipal report to Regional Board. Prepare Supplementary volume of supporting information to be made available by City in case of audit.

Subtask 1.3 Executive Advisory Committee & General Permittee Meetings*

The Executive Advisory Committee (EAC) was established by the MS4 Permittees to discuss and coordinate response to issues among the Principal Permittee and Co-Permittees across all areas of the Municipal NPDES Permit, including those relating to TMDL development and implementation policy. The EAC meets monthly. Representatives from each of the Watershed Management Committees attend, as well as any other interested city representatives, and occasionally, senior Regional Board staff. The EAC discusses issues of interest to all the Permittees and often organizes efforts to comment to the Regional and State Boards regarding issues of common interest to the Permittees. The EAC meetings provide a forum for communication of critical information from the City of LA and County staff which are frequently in close communication with Regional Board staff and are involved in issues across many different watersheds.

This task will include representing the City at EAC meetings and providing City staff with prompt EAC meeting notes focusing on items of discussion that are of particular importance to the City. Time allocated for this subtask presumes level-of-effort sharing with two other clients with similar interests reducing the actual time charged to the City to two hours per month.

During the upcoming fiscal year ongoing discussions of permit renewal issues will continue with periodic general Permittee meetings and review of documents. Time for participating in these meetings and responding to issues will be shared among two other clients with a net allocation in this Scope of Services of 20 hours of effort over the course of the next year to address these issues in addition to EAC meeting effort.

Subtask 1.4 SMB-BC Watershed Management Committee*

The Santa Monica Bay-Ballona Creek Watershed Management Committee meets quarterly as required by the NPDES Permit. The scope of this subtask includes representing the City at the quarterly meetings, including travel time, and providing City staff with prompt meeting notes focusing on items of discussion that are of particular importance to the City. From time to time each city assumes small tasks in support of the overall cooperative effort, so additional time is included to provide

such in-kind effort on the part of the City. Time shown in the cost breakdown is 1/3 of the actual time expended to reflect cost sharing with two other cities.

Task 2 Public Information and Participation Program (PIPP)

The scope of services for public information and participation is organized into four subtasks. In the cost breakdown for each of these subtasks it is assumed that costs for printing public education materials or purchasing premiums for distribution to the public will be provided by the City through direct purchase orders with vendors. Note that some of these costs can be covered by Used Oil Block Grant funds. In other cases the County will provide allocations of their materials at no charge to the City.

Subtask 2.1 Public Education Program Implementation

This task covers implementation of the County-wide Public Education Program within the City utilizing materials developed by the County as Principal Permittee. These activities include: promoting the K-12 education program, distributing educational materials, updating City website, placing spots on local cable channel, etc. Time is primarily for obtaining and distributing information and preparing letters of correspondence, and making local contacts.

Subtask 2.2 Public Outreach Strategy Meetings*

The permit requires attendance by a representative from each Permittee at quarterly meetings held by County to discuss and coordinate the County-wide Public Education Program. The scope of this subtask includes quarterly meeting attendance, including travel time and preparation of meeting notes. Time shown in the cost breakdown is 1/3 of the actual time expended to reflect cost sharing with two other cities.

Subtask 2.3 Pollutant-specific Targeted Outreach (TMDL Implementation)

Targeted outreach will focus on watershed-specific TMDL pollutants utilizing existing materials/programs where appropriate as well as those jointly developed by Jurisdictional Groups 5 & 6 (J5/6) or if need be, creating materials especially for the City. I will work with City public works staff to identify and carry out the most effective targeted outreach initiatives and those which also meet objectives of the J5/6 TMDL Implementation Plan, these activities could include: preparing articles for the City newsletter, gathering and assembling materials for a joint J5/6 landscape BMP webpage or identifying the best existing web pages for linking to the City's website, working with parks and recreation staff and community groups to plan and implement targeted outreach at a City public event, e.g., one of the Fiesta Hermosa events or the St. Patrick's Day Parade & Festival.

Subtask 2.4 Business Assistance (TMDL Implementation)

The City has made an excellent start in reaching out to businesses by developing and initiating the Clean Ocean City establishment program with particular focus on restaurants. The objective of this subtask will be to expand the Clean Ocean City

program by increasing the number of restaurants and other businesses (e.g., pet boarding facilities, veterinarians, garden centers) that seek and successfully obtain certification. Upon the opening of a new establishment or based on a list of targeted establishments compiled with input from City staff, friendly and brief site visits will be made to provide informational material regarding BMPs appropriate to the category of business as well as information about the Clean Ocean City establishment program. At the City's discretion additional opportunities for outreach to business owners will be pursued through the Chamber of Commerce and/or local restaurant associations.

Task 3 Industrial/Commercial Facilities Control Program

The permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. The City has already concluded or will shortly conclude remaining required inspections of industrial/commercial facilities under the permit. In order to maintain the high level of compliance by industrial/commercial establishments as demonstrated in the City's annual report to date and to further the Jurisdictional Group 5 & 6 Implementation Plan objectives of maintaining and enhancing existing programmatic solutions, this task provides an allocation of time to assist the City in continuing with this effort in two subtasks.

Subtask 3.1 Update Inventory of Industrial/Commercial Facilities

This subtask allocates time to provide support to and assist the City's Business License Department in maintaining the inventory of Industrial/Commercial facilities. This subtask also allocates time to update the inventory with the status of inspections and follow ups and to compile and summarize the information near end of each fiscal year for incorporation into annual report.

Subtask 3.2 Assist City Inspector and Code Enforcement Officer

In order to maintain the high level of compliance demonstrated in the City's annual reports to date, it is assumed that the City will continue with inspections, albeit at a somewhat decelerated rate during the period of permit renewal. A suggested approach would be to inspect those facilities that were previously found to be inadequately implementing BMPs and any new facilities that had not previously been inspected twice during the 3rd term permit. This subtask provides an allocation of time to assist the City's inspector in conducting such selected industrial/commercial inspections and managing the documentation of inspection reports and follow up inspections.

Task 4 Development Planning & Construction Programs

The Development Planning provisions of the NPDES Permit require the City's Planning Division to ensure that development and redevelopment projects provide for

permanent measures to reduce storm water pollutant loads from the development site. The Development Construction Program of the NPDES Permit tasks the Building & Safety Division with the related objective of minimizing pollutant loads from development and redevelopment sites during construction.

Subtask 4.1 Annual Training

Annual training of the Community Development Department staff will utilize a variety of approaches to familiarize staff with recent implementation issues raised by the Regional Board and engage City staff to enhance internal coordination with respect to NPDES Permit/SUSMP implementation procedures. The format of the training will include Power Point® presentation with handouts as well as round-table discussions to actively engage staff. A single two-hour training session is assumed for both Planning and Building & Safety staffs with allowance for adequate preparation time for visual presentation and handouts.

Subtask 4.2 Special Project Support

This subtask provides an allocation of time to assist Planning and/or Building & Safety staff in support of new development or redevelopment projects that require additional staff review with respect to water quality issues or any necessary response to Regional Board staff inquiries. Recent enforcement activity on the part of Regional Board staff have increased the workload of many cities' planning and engineering staffs in responding to this activity.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses primarily on the activities of the Public Works Department and requires implementation of Best Management Practices (BMPs) to minimize water quality impacts from:

- Public construction activity
- Vehicle maintenance, material storage and corporate yards
- Landscape and recreational facilities maintenance
- Storm drain operation and maintenance
- Streets and roads maintenance
- Parking facilities management
- Public industrial activities
- Emergency response, maintenance, overflow and spill prevention for sewage systems [these requirements are now superseded by the newly enacted statewide Waste Discharge Requirements for Sewage Collection Systems]

Subtask 5.1 Public Works/Maintenance Staff Annual Training

The permit requires that public works employees receive annual training in how to conduct their responsibilities in a manner that minimizes adverse impacts on water quality. This subtask provides for conducting a one-hour training session with visual aides covering general background on the NPDES MS4 permit and focused training on stormwater best management practices (BMPs) related to maintenance and other public works activities. The training will include roundtable discussion with maintenance staff on their concerns and experiences related to NPDES MS4 issues. A second component of the training will be a separate field review of maintenance facilities with the Public Works Superintendent and senior inspectors to identify areas for improvement and address issues of concern regarding corporate yard and exterior material storage areas.

Subtask 5.2 Regulatory & Compliance Support for Public Works

Public Works projects are subject to the same development planning and construction requirements under the NPDES MS4 permit as private projects and are required to obtain coverage under the Statewide general construction activities NPDES permit for projects disturbing one or more acres of land area. Appropriate Best Management Practices (BMPs) must be implemented for all manner of public works activities conducted in exposure to storm water. This subtask allocates time for providing regulatory and compliance support to Public Works staff for public works projects and activities.

Subtask 5.3 Administrative Staff Annual Training

Since administrative staff often provides primary contact with the public and because these personnel are integral to the cohesive operation of municipal activities, it is important that they have a general understanding of stormwater and urban runoff permit requirements. In small cities administrative personnel often serve multiple divisions and their action can be critical in ensuring prompt and effective response to complaints and emergencies. This subtask provides for a brief annual training session with visual aides to provide an overview of the NPDES MS4 permit and TMDL programs and discussion of various informational materials available for dissemination to the public, e.g., brochures, website information, etc. This will be followed by a round-table discussion of relevant administrative staff procedures for dealing with water quality related issues.

Task 6 Illicit Connection & Illicit Discharge Elimination

The City has already concluded required screening for illicit connections under the permit. Accordingly, ongoing activities in this program area will consist of implementation of the Illicit Connections/Illicit Discharge (IC/ID) Elimination Program and occasional updates of the program documentation.

Subtask 6.1 Regulatory /Technical Support for IC/ID

This subtask allocates a modest amount of consulting time to provide regulatory advice in support of code enforcement activities in response to IC/IDs.

Task 7 Santa Monica Bay Beaches Bacteria TMDL Implementation

Jurisdictional Group 5 & 6 agencies are moving forward with carrying out their TMDL Implementation Plan through a combination of joint and individual activities.

Subtask 7.1 SMBBB TMDL J5/6 Planning Meetings

This subtask provides an allocation of time to attend and represent the City's interests at monthly Jurisdiction 5/6 coordination meetings. An allocation of time to review monitoring reports, attend and prepare meeting notes for six meetings per year is provided in this subtask.

Subtask 7.2 SMBBB TMDL Phase I Program Development & Implementation

This subtask provides an allocation of time to carry out activities under Phase I of the Implementation Plan. At the direction of City staff, this effort will focus on particular activities of interest to the City and could include activities such as: conducting drainage area surveys; reconnaissance of high priority drainage areas as well as parks, open space and recreational areas; and implementation of the new grease trap/interceptor ordinance.

4 Cost Breakdown

I will personally conduct the work effort described in the foregoing Scope of Services for a cost not to exceed \$38,240 in FY 2006/07. On average, six to eight hours per week of this level-of-effort will be conducted from City of Hermosa Beach offices in work space provided by the City.

A task-by-task breakdown of costs is shown on the following pages. A corresponding explanation for each of the tasks has been provided in the Scope of Services. Whenever possible, charges for services performed for multiple clients, such as participation in meetings and meeting note preparation will be distributed among two or more clients in order to reduce costs to the City. This Cost Breakdown incorporates such projected savings (marked with "***"). Billing will be based on actual time charged at my standard rate for long-term municipal work and direct expenses at cost without markup (see separate attachment). My invoices are detailed and provide full and complete justification for level-of-effort expended.

Despite the care taken in preparing the Scope of Services on which the Cost Breakdown is based, it is the nature of regulatory-driven programs to be subject to variation due to changes in regulatory requirements and emerging issues. A major assumption underlying this proposal is that the upcoming 4th-term MS4 NPDES permit will not go into effect during fiscal year 2006-07; this is an expectation shared by most of my colleagues. I will closely monitor and inform the City of changing requirements and emerging issues as part of my regular communication with City staff, and will notify the City in advance if I anticipate that such changes could necessitate a concomitant adjustment in the scope of services.

This cost breakdown reflects a high level of personal productivity gained over years of broad-based experience in environmental regulatory compliance services. Due to low overhead rates I am able to offer high quality expertise for labor rates comparable to those that larger firms charge for less experienced staff. So in this cost breakdown the City is realizing dual savings as a result of efficiency based on experience and low overhead rates. I am confident that the City will find my services to be of the highest caliber and an outstanding value for services rendered.

Cost Breakdown

Description	
Task 1 NPDES Program Management	FY 06/07
1.1 Internal Coordination	\$1,980
1.2 NPDES Annual Report & Budget Summary	4,500
1.3 Executive Advisory Committee & General Permittee Meetings*	3,780
1.4 SMB-BC Watershed Management Committee*	720
Total Task 1 Cost:	\$10,980
hours:	122

Task 2 Public Information and Participation Program (PIPP)	FY 06/07
2.1 Public Education Program Implementation	\$1,800
2.2 Public Outreach Strategy Meetings*	540
2.3 Pollutant-Specific Targeted Outreach (TMDL Implementation)	3600
2.3 Business Assistance (TMDL Implementation)	3600
TOTAL TASK 2	\$9,540
hours	106

Task 3 Industrial/Commercial Facilities Control Program	FY 06/07
3.1 Update Inventory of Industrial/Commercial Facilities.	\$900
3.2 Assist City Inspector and Code Enforcement Officer	3150
Total Task 3 Cost	\$4,050
hours:	45

Task 4 Development Planning & Construction Programs	FY 06/07
4.1 Annual Training	\$720
4.2 Special Project Support	900
Total Task 4 Cost	\$1,620
hours:	18

Task 5 Public Agency Activities Program	FY 06/07
5.1 Public Works/Maintenance Staff Annual Training	\$900
5.2 Regulatory & Compliance Support for Public Works Staff	900
5.3 Administrative Staff Annual Training	360
Total Task 6 Cost	\$2,160
hours:	24

Cost Breakdown

Description		
Task 6 – Illicit Connection & Illicit Discharge Elimination		FY 06/07
6.1 Regulatory/Technical Support for IC/ID		450
Total Task 6 Cost		\$450
hours:		5
Task 7 – SMBBB TMDL Implementation		FY 06/07
7.1 SMBBB TMDL J5/6 Planning Meetings		\$5,400
7.2 SMBBB TMDL Program Implementation		3290
Total Task 6 Cost		\$8,690
hours:		97
Total Labor Cost		\$37,490
hours:		417
DIRECT EXPENSES		\$750
TOTAL NPDES and TMDL Consulting Services		\$38,240

* = Cost savings for shared costs