

ATTACHMENT A
Part 5

Notices of Intent

CITY OF LOS ANGELES
CALIFORNIA



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WATERSHED PROTECTION DIVISION
1149 SOUTH BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-0587
FAX: (213) 485-3939

June 27, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Dear Mr. Unger:

**SUBMITTAL OF NOTICE OF INTENT FOR DEVELOPMENT OF ENHANCED
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM FOR THE SANTA MONICA BAY JURISDICTIONAL
GROUPS TWO AND THREE, AND THE CITY OF LOS ANGELES AREA IN
JURISDICTION GROUP SEVEN**

Please find attached the Notice of Intent (NOI) for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Jurisdictional Groups 2 and 3 (J2 & J3) of the Santa Monica Bay watershed. All MS4 permittees in these Jurisdictional Groups have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No. R4-2012-0175. The City of Los Angeles as lead agency for the J2 & J3 of the Santa Monica Bay watershed has prepared this NOI on behalf of itself, the County of Los Angeles, the Los Angeles County Flood Control District, and the Cities of Santa Monica and El Segundo. All agencies have reviewed and approved this NOI, and we appreciate the collaboration by all MS4 co-permittees in the preparation of the NOI documents.

Additionally, this document includes the NOI provisions associated with the City of Los Angeles' land area within Jurisdictional Group 7 of the Santa Monica Bay watershed including the facilities owned by Los Angeles County Flood Control District. The City of Los Angeles and the Los Angeles County Flood Control District have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No. R4-2012-0175 for the aforementioned area.

Mr. Samuel Unger, Executive Officer
June 27, 2013
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The attached document satisfies the requirements for submitting the NOI as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. We look forward to continuing the process of plan developments for the J2 & J3 of the Santa Monica Bay watershed with the Technical Advisory Committee, the LARWQCB, and other watershed stakeholders. Should you have any questions about this submittal, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984 or Hamid Tadayon at Hamid.Tadayon@lacity.org or phone (213) 485-3841.

Sincerely,



SHAHRAM KHARAGHANI, Ph.D., PE, BCEE
Program Manager

SK:HC:HT
WPDCR9048

Attachment

cc: Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Enrique Zaldivar, City of Los Angeles, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
Rick Valte, City of Santa Monica
Stephanie Katsouleas, City of El Segundo

NOTICE OF INTENT

**Enhanced Watershed
Management Program
and
Coordinated Integrated
Monitoring Program**

**Santa Monica Bay
Watershed
(J2, J3) and Los Angeles
Area in J7**

**City of Los Angeles
County of Los Angeles
Los Angeles County Flood Control
District
City of Santa Monica
City of El Segundo**

June 27, 2013

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Background

In 2002, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TMDL) to address the bacteriological water quality impairments that were found at 44 beaches along the Santa Monica Bay. Subsequently, in 2003, the Santa Monica Bay Beaches Bacteria TMDL became effective. The TMDL established seven jurisdictional groups responsible for water quality compliance along the Santa Monica Bay. The City of Los Angeles is the lead agency of Jurisdictional Group 2 (J2), and participating agencies of this group include the County of Los Angeles, City of Santa Monica, City of El Segundo, and Caltrans. The City of Santa Monica is the lead agency of Jurisdictional Group 3 (J3), and participating agencies of this group include the City of Los Angeles and Caltrans. The State of California Department of Parks and Recreation also owns land in both J2 and J3. In addition, the City of Los Angeles is a participating agency in Jurisdictional Group 7 (J7) within the San Pedro area.

Part A of the following Notice of Intent (NOI) will cover J2 and J3 while Part B will cover only the land area within J7 that is owned by the City of Los Angeles.

A. Notice of Intent for EWMP and CIMP for Santa Monica Bay Jurisdictional Groups 2 and 3

1. Introduction

The Cities of Los Angeles, Santa Monica, El Segundo, the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD), collectively the Santa Monica Bay J2 & J3 Enhanced Watershed Management Program (EWMP) Agencies, respectfully submit this Notification of Intent (NOI) to develop an EWMP for J2 and J3 of the Santa Monica Bay Watershed per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the J2 & J3 EWMP agencies' intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

Although the City of Santa Monica is the lead agency in J3, the City of Los Angeles will act as the lead agency for developing the EWMP and CIMP for the J2 & J3 Watershed. Development of the EWMP Work Plan, CIMP, and Final EWMP will be a collaborative process between all J2 & J3 EWMP Agencies, coordinated with the Technical Advisory Committee as well as with watershed stakeholders.

The following sections satisfy the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. Additionally, the following sections provide the LARWQCB with information on the approach that the J2 & J3 EWMP Agencies intend to follow for EWMP development.

2. Notification of Intent (Section VI.C.4.b.i and Attachment E Section IV.C.1.)

The J2 & J3 EWMP Agencies notify the LARWQCB by this NOI of their intention to collaboratively develop an EWMP for J2 and J3 of the Santa Monica Bay Watershed,

and will submit a Final Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and a Draft EWMP Plan no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the J2 & J3 EWMP Agencies notify the LARWQCB by this NOI of their intention to collaboratively develop a CIMP for J2 & J3 of the Santa Monica Bay watershed, and will submit a Draft CIMP no later than 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and final TDML compliance deadlines (Section VI.C.4.b.ii)

Table A.1 lists the TMDLs that have been developed for the Santa Monica Bay Watershed. The interim and final compliance deadline of Santa Monica Bay Nearshore and Offshore Debris TMDL and final compliance deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table A.2.

The watershed control measures that have been or will be implemented to meet the applicable interim and final trash water quality based effluent limitations (WQBELs) and other final WQBELs and receiving water limitations are described in more detail in Section 12 of this NOI submittal.

Table A.1. TMDLs applicable to Santa Monica Bay watershed

TMDL	LARWQCB Resolution Number	Effective Date and/or EPA Approval Date
Santa Monica Bay Beaches Dry Weather Bacteria TMDL (Summer and Winter Dry)	2002-004	7/15/2003
Santa Monica Bay Beaches Wet Weather Bacteria TMDL	2002-022	7/15/2003
Santa Monica Bay Nearshore and Offshore Debris TMDL	R10-010	03/20/2012
Santa Monica Bay DDTs and PCBs TMDL	NA	03/26/2012

Table A.2. Interim (debris) and final TMDL compliance deadlines prior to EWMP approval

TMDL	Milestone	Interim/Final	Deadline
Santa Monica Bay Beaches Dry Weather Bacteria TMDL	Compliance with allowable exceedance days during summer dry period	Final	07/15/2006
	Compliance with allowable exceedance days during winter dry period	Final	07/15/2009
Santa Monica Bay Nearshore and Offshore Debris TMDL	20% reduction from baseline load	Interim	03/20/2016

4. Geographical Scope (Section VI.C.4.b.iii.(1))

J2 and J3 are located in the central region of the Santa Monica Bay Watershed and are comprised of portions of the Cities of Los Angeles, Santa Monica, El Segundo, the County of Los Angeles, Caltrans, and the California State Park and Recreation. Attachment A.1 provides a map of the watershed boundaries and delineation of land areas of MS4 permittees and other entities within the watershed. Sub-watersheds within J2 and J3 include Castle Rock, Pulga Canyon, Temescal Canyon, and Santa Monica Canyon, which are mostly natural open space. In contrast, the Dockweiler and Santa

Monica subwatersheds are more urbanized with a large percentage of transportation, residential and commercial land uses.

All MS4 permittees in J2 and J3 have agreed to collectively develop the J2 & J3 EWMP which will cover all of the areas owned by the MS4 permittees within the watershed as shown in Table A.3. The MS4 permittees in J2 and J3 have no jurisdiction over the land that is owned by the State of California, Caltrans and the US Government. In addition, the area of the Chevron facility, which is located within the City of El Segundo, has also been excluded from the geographical scope of the J2 & J3 EWMP. The Chevron facility is responsible for compliance with its own NPDES permit through a comprehensive stormwater runoff implementation program and does not discharge to the MS4. All drainage infrastructures operated and maintained by the LACFCD within J2 and J3 of the Santa Monica Bay Watershed Management Area will be covered under this EWMP.

Table A.3. J2&J3 watershed land area distribution and EWMP participation

Agency	EWMP agency	Land area (acres)	% EWMP Area
City of Los Angeles	Yes	18,934.64	75.02%
County of Los Angeles	Yes	130.40	0.52%
City of Santa Monica	Yes	4,987.47	19.76%
City of El Segundo	Yes	1,185.63	4.70%
Los Angeles County Flood Control District	Yes	N/A	N/A
Area of EWMP agencies		25,238.14	100%
Caltrans	No	241.40	
Chevron	No	995.36	
State of California	No	7,885.12	
US Government	No	2.50	
Total area of J2&J3 of Santa Monica Bay watershed		34,362.52	

5. Plan concept (Section VI.C.4.b.iii.(1))

The J2 & J3 EWMP Agencies of the Santa Monica Bay Watershed have collectively pursued an integrated water resources approach to develop an implementation plan that would represent the most cost-effective and efficient use of resources to address the Santa Monica Bay Bacteria TMDLs. This approach focuses on beneficial use of urban runoff including groundwater infiltration at multiple points throughout the watershed, addresses multiple pollutants by which Santa Monica Bay is impaired, and incorporates enhancement of other public goals, such as water supply, recycling and storage, environmental justice, parks, greenways, and environmental education opportunities. The total area of J2 and J3 is 34,362 acres, of which approximately 49% is pervious/open space. As shown in Attachment A.2, 93% of the open space area is located within the northern sub-watersheds and approximately 7% is located within the Dockweiler subwatershed. Utilizing this opportunity, several regional multi-benefit projects have already been completed such as the Grand Boulevard Tree Wells, the Imperial Highway Sunken Median Storm Water, and the Westminster Dog Park Storm Water Best Management Practices (BMPs). Several other multi-benefit projects are also near completion such as the Penmar Water Quality Improvement and the Temescal Canyon Storm Water BMPs. The J2 & J3 EWMP will build on the existing TMDL implementation plan and identify additional regional projects to maximize opportunities

for retaining all non-stormwater runoff and stormwater from the 85th percentile, 24-hour storm events as described in the MS4 permit, as well as identify additional watershed control measures for areas in the watershed that cannot be addressed by a regional project.

6. Cost estimate (Section VI.C.4.b.iii.(2))

The J2 & J3 EWMP Agencies collaboratively prepared a scope of work and cost estimate for developing the Work Plan, the CIMP and the EWMP for J2 and J3 of the Santa Monica Bay watershed. It is estimated that the cost for the Work Plan, the CIMP and the EWMP Plan development is approximately \$1M. Of that, \$182,000 is allocated for the Work Plan, \$148,000 for development of CIMP, \$436,000 for EWMP, and \$234,000 for project coordination and meetings. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans. In addition, the J2 & J3 EWMP Agencies will contribute several hundred thousands of dollars in the contract administration costs and to in-kind services.

7. Memorandum of Understanding (Section VI.C.4.b.iii.(3))

Attachment A.3 includes the final draft of the Memorandum of Understanding (MOU) between the City of Los Angeles as the lead agency and the other J2 & J3 EWMP Agencies. All agencies have committed to the execution of the MOU as indicated by the signed letters of intent (Attachment A.4). The MOU will be executed no later than December 28, 2013.

8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))

Table A.4 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development, which is based on the scope of work for developing the Work Plan, CIMP, and EWMP as agreed to by the J2 & J3 EWMP Agencies. In addition to the monthly agency coordination meetings and, coordination meetings with the Technical Advisory Committee, the schedule in Table A.4 assumes one workshop with local watershed stakeholders for each plan. Interim milestones in Table A.4 are the expected due dates of draft Technical Memoranda that will summarize the information and approaches for development of the specified components of the final Work Plan, CIMP, and EWMP Plan. It is expected that the draft technical memos will not be finalized; rather, the information presented in the memos will be revised based on comments and presented in the Work Plan, CIMP, and EWMP Plan.

Table A.4. Proposed interim milestones and deadlines for plan development

Deliverable	Milestones and Deadlines
Work Plan	
Draft Technical memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	March 2014
Draft Work Plan	April 2014
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Program	
Draft Technical memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Draft CIMP	April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
Enhanced Watershed Management Program	
Draft Technical memos <ul style="list-style-type: none"> • Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs • Final selection of regional projects • Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs • Project schedules and cost estimates 	April 2015
Draft EWMP	May 2015
Final Draft EWMP submitted to the LARWQCB	June 2015

9. Structural BMP (Section VI.C.4.b.iii.(5))

The J2 & J3 EWMP Agencies are committed to the implementation of Phase II of the Penmar Water Quality Improvement Project within 30 months after the effective date (June 28, 2015) of the MS4 permit. This is a regional project that is jointly implemented by the Cities of Los Angeles and Santa Monica for the purpose of reusing collected stormwater for irrigation. This project is funded by Proposition "O", a \$500M general bond program that was approved by the City of Los Angeles voters in 2004, the City of Santa Monica's Clean Beach special tax, and the State's Proposition 84. A detailed description of this project is presented in Attachment A.5.

10. LID ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1))

Table A.5 summarizes the status of Low Impact Development (LID) ordinances by the J2 & J3 EWMP Agencies. As presented in Table A.5, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by an LID ordinance that is in place.

Table A.5. Summary of percent EWMP area addressed by LID ordinances

EWMP agency	Status LID ordinance	% EWMP area addressed by LID ordinance
City of Los Angeles	In Place	75.02
County of Los Angeles	Draft Ordinance	0.52
City of El Segundo	In Development	-
City of Santa Monica	In place	19.76
LACFCD	N/A	N/A
Total EWMP Area covered by LID Ordinance		95.30

- In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed. For the City of Los Angeles: its LID Ordinance became operative on May 12, 2012. The City of Los Angeles is currently amending sections of the LID Ordinance, as well as its Stormwater and Urban Runoff Pollution Control Ordinance (L.A.M.C. Chapter VI, Article 4.4) to meet all the MS4 permit requirements
- Draft Ordinance – Permittee has completed or will complete by June 28, 2013 the development of a draft LID Ordinance that is in compliance with the MS4 Permit for its portion in the watershed.
- In Development – Permittee initiated development of an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.

11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))

Table A.6 summarizes the status of green street policies by the various J2 & J3 EWMP Agencies. As presented in Table A.6, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by green streets policies that are in place.

Table A.6. Summary of percent EWMP area addressed by Green Street Policies

EWMP agency	Status of Green Street Policy	% EWMP area addressed by Green Street Policy
City of Los Angeles	In place	75.02
County of Los Angeles	Draft Policy	0.52
City of El Segundo	In Development	-
City of Santa Monica	In place	19.76
LACFCD	N/A	N/A
Total EWMP Area covered by LID Ordinance		95.30

- In Place – Permittee has adopted a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.
- Draft Policy – Permittee has completed or will complete by June 28, 2013 the development of a draft Green Street Policy that is in compliance with the MS4 Permit for its portion in the watershed.
- In Development – Permittee initiated development of a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.

12. Implementation of watershed control measures during plan development (Sections VI.C.4.b.ii)

The J2 & J3 EWMP Agencies have been collaborating since the development and adoption of the Santa Monica Bay Bacteria TMDLs by the LARWQCB to achieve the water quality objectives. In June 2005, the J2 & J3 EWMP Agencies submitted a comprehensive implementation plan to the LARWQCB, which included structural and institutional mitigation measures to meet the Bacteria TMDL requirements for dry and wet weather. Table A7 summarizes the control measures that have been implemented

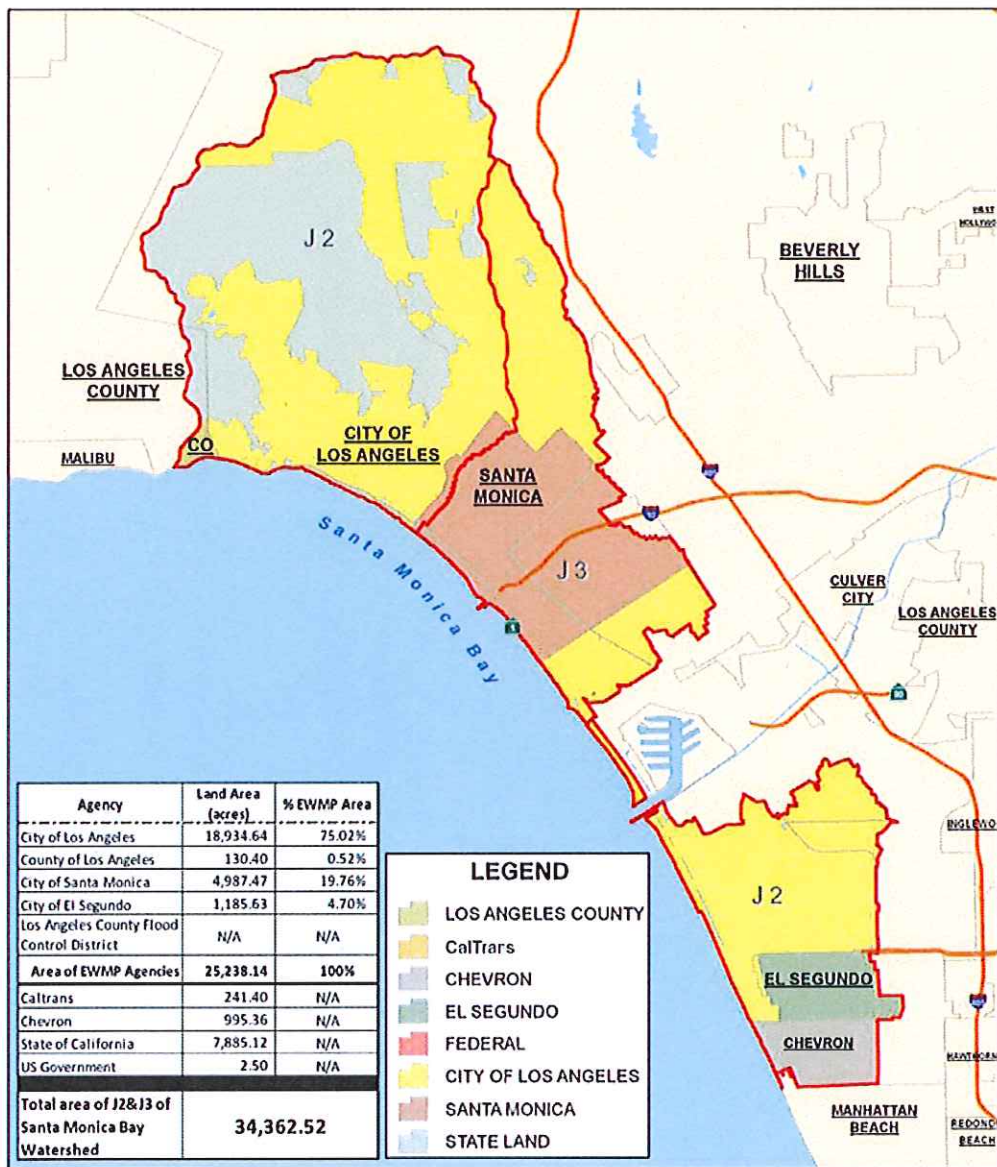
to date for the dry weather bacteria TMDL, as well as the measures that are planned for meeting the 20% interim milestone of the Santa Monica Bay Nearshore Debris TMDL.

TableA. 7. Watershed Control Measures for J2 & J3 of the Santa Monica Bay watershed

TMDL	Agencies/Permittees	Implementation Plan and Status
Dry Weather Bacteria TMDL	City of Los Angeles, City of Santa Monica, and the Los Angeles County Flood Control District	Implemented 23 Low Flow Diversions (LFD) along the Santa Monica Bay shoreline in J2 & J3 (Attachment A.6). These LFDs have been operated during summer dry weather since July 2006, and year-round during dry weather since July 2009.
	City of Santa Monica	Constructed the Santa Monica Urban Run off Recycling Facility (SMURRF) in 2001, operating year-round during dry weather.
Santa Monica Bay Nearshore and Offshore Debris TMDL	City of Los Angeles	By September 2013, will submit Plastic Monitoring and Reporting Plan (PMRP) for plastic pellets. By March 2016, will retrofit 57 Catch Basins to achieve 20% trash reduction.
	County of Los Angeles	By September 2013, will submit PMRP for plastic pellets. By 2014, will retrofit 41 catch basins in unincorporated area to achieve 100% trash reduction
	City of Santa Monica	Retrofitted 100s of catch basin screens and inserts and installed 5 Continuous Deflection System (CDS) units. By 2015, will install additional 3 CDS units and retrofit dozens of full capture catch basin inserts for the Pico-Kenter sub-watershed

Aside from the above watershed control measures, the J2 & J3 EWMP Agencies have utilized a multi-pollutant and multi-benefit approach to develop the Bacteria TMDL Implementation Plan with structural and institutional watershed control measures, as well as timelines for implementation to meet the receiving water limitations of the Bacteria TMDL. This final plan was submitted on June 16, 2005 and developed by the following agencies: the City of Los Angeles, the County of Los Angeles, the City of Santa Monica, the City of El Segundo, and Caltrans.

Attachment A.1. J2 and J3 of the Santa Monica Bay watershed and MS4 permittees.



**Santa Monica Bay Watersheds
Jurisdiction 2-3 Agencies**

	BUREAU OF SANITATION				
	ENRIQUE O. ZALEVAR DIRECTOR	DELETED BY DATE	CHECKED BY DATE	DATE REVIEWED	
This map shall not be copied or reproduced in any part without the permission of the Dept. of Public Works, City of Los Angeles.					

Attachment A.2. Open space in J2& J3 of the Santa Monica Bay watershed.



**Santa Monica Bay Watershed
Open Space in Jurisdictions 2 and 3**

BUREAU OF SANITATION

	EMPLOYEE: C. ZALDIVAR DIRECTOR		PROGRAM MANAGER: SHARIFAH KHARAGHATE	
	DRAWN BY: NH	CHECKED BY:	DATE: 6.4.2013	DATE REVISED:
SWE_J2J3_OpenSpace		This map shall not be copied or reproduced, all or in part, in any form, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles. Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP.		

Attachment A.3. Final Draft Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES, THE CITY OF SANTA MONICA, THE CITY OF
ELSEGUNDO, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND
THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR
DEVELOPMENT OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM
FOR THE JURISDICTIONAL GROUPS 2 & 3 OF THE SANTA MONICA BAY
WATERSHED

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the City of Los Angeles, a municipal corporation, the Los Angeles County Flood Control District (LACFCD), a political subdivision of the State of California, the County of Los Angeles, a political subdivision of the State of California, the City of Santa Monica, a municipal corporation, and the City of El Segundo, a municipal corporation. Collectively, these entities shall be known herein as "Parties" or individually as "Party."

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

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

WHEREAS, the MS4 Permit identified the Parties as the MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to Jurisdiction Groups 2 and 3 in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for Jurisdiction Groups 2 and 3 of the Santa Monica Bay Watershed Management Area to comply with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of this MOU; and WHEREAS, the development of an EWMP includes the preparation of a Work Plan, a draft and final Coordinated Integrated Monitoring Plan ("CIMP"), and a draft and final Enhanced Watershed Management Program ("EWMP Plan"), collectively referred to herein as "Plans"; and

WHEREAS, the Parties collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant for preparing the Plans that will satisfy the requirements of the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation formula shown in Table (3) of Exhibit A; and

WHEREAS, the Parties have agreed that the total cost for developing the Plans shall not exceed \$1,050,000 including the project administration and management cost; and

WHEREAS, the Parties have agreed to retain the City of Los Angeles to coordinate the services of a Consultant to develop the Plans, the Parties have agreed to share in the cost and pay the City of Los Angeles for these consultant services as provided by Exhibit A of this MOU, and the City of Los Angeles has agreed to act on behalf of all Parties in the preparation of the Plans and the coordination of the consultant services;

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

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

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal of the Plans to the Regional Board.

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting the Plans to the Regional Board.

Section 5. Term: Term: This MOU shall become effective on the last date of execution by the Parties or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until June 30, 2016. If a Party does not execute this MOU by December 28, 2013, that Party shall be excluded from this MOU and this MOU shall become effective on December 28, 2013 by execution by the remaining Parties.

Section 6. Assessment for Proportional Cost: The Parties agree to pay the City of Los Angeles for preparation and delivery of the Plans in the amounts shown in Table (4) of Exhibit A, based on the total costs shown in Tables (1) and (2) and the cost allocation formula shown in Table (3) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Los Angeles will invoice the Parties in two installments upon execution of this MOU as shown in Table (4) of Exhibit A, based on the allocated costs for developing the Plan and the project administration and management costs at a percentage not to exceed 5% of the allocated costs for development of the Plan. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended funds at the termination of this MOU will be reimbursed to the Parties in accordance with the cost allocation formula set forth in Table (3) of Exhibit A

Section 7. City of Los Angeles agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the Plans. The City of Los Angeles will be compensated for the administration and management of the Consultant contract as described in Exhibit A.
- b. To utilize the funds deposited by the Parties only for the administration of the Consultant contract, project management, and the preparation and completion of the Plans.
- c. To provide the Parties with an electronic copy of the technical memos, draft Plans and completed Plans within 7 business days of receipt from the Consultant.
- d. To invoice the Parties in the amounts and according to the schedule shown in Table (4) of Exhibit A.
- e. To provide an accounting within 90 days at the termination of this MOU or within 90 days after the early termination of the MOU pursuant to Section 11. The City of Los Angeles shall return the unused portion of all funds deposited with the City of Los Angeles in accordance with the cost allocation formula set forth in table (3) of Exhibit A.

Section 8. The Parties further agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, and informing administration, and/or governing body.
- b. To fund the cost of the preparation and delivery of the Plans and to pay the City of Los Angeles for the preparation and delivery of the Plans based on the cost allocation shown in Table (3) of Exhibit A. This includes the costs incurred by the City of Los Angeles for administering the Consultant services between awarding the Consultant contract and the execution of this MOU
- c. To grant access rights and entry to the City of Los Angeles and the Consultant during the terms of this MOU to the Parties' facilities (i.e. storm drains, channels, catch basins, properties, etc.) ("Facilities") to achieve the purposes of this MOU. Prior to exercising said right of entry, the City of Los Angeles or their Consultant shall provide written notice to the Parties at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the Parties' representatives identified in Exhibit B.

Section 9. Invoice and Payment

- a. **Payment:** The Parties shall pay the City of Los Angeles their proportional share of the cost for the preparation and delivery of the Plans and project administration and management as shown in Table (4) of Exhibit A. Payments are due within sixty (60) days of receiving the invoice from the City of Los Angeles.
- b. **Invoice:** The City of Los Angeles will invoice Parties in two installments in the amounts shown in Table (4) of Exhibit A. The first invoice will be sent upon execution of this MOU or in January 2014, whichever comes first. The second invoice will be sent in July 2014.
- c. **Contingency:** The City of Los Angeles will notify the Parties if actual expenditures are anticipated to exceed the cost estimates contained in Exhibits A and obtain approval of such expenditures from all Parties. Upon approval, the Parties agree to reimburse the City of Los Angeles for their proportional share of these additional expenditures at an amount not to exceed 10% of the original cost estimate as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10% contingency will require an amendment of this MOU.

Section 10. Indemnification

Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOU; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

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 or 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 Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party 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 11. Termination

- a. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, 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 all Parties. Rights to uncompleted work by the Consultant still under contract will be held by the Party or Parties who fund the completion of such work.
- b. If a Party fails to comply with any of the terms or conditions of this MOU, that Party shall forfeit its rights to the work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. 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 Representative of the Party at the address set forth in Exhibit B. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email 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 email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b) Administration. For the purpose of this MOU, the parties hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- d) Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all the Parties. This section applies to, but is not limited to, amendments proposed to address regulatory changes in the MS4 permit, modifications to the Scope of Work, or changes in the number of Parties to this MOU. For the City of Los Angeles, the Director of Bureau of Sanitation or his/her designee is authorized to execute such amendments.
- f) 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.

- g) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- l) 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.

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:

CITY OF LOS ANGELES

Date: _____

By: _____

Capri W. Maddox, President

Board of Public Works

ATTEST:

By: _____

June Lagmay

City Clerk

APPROVED AS TO FORM:

Carmen Trutanich

City Attorney

By: _____

John A. Carvalho

Deputy City Attorney

COUNTY OF LOS ANGELES

By _____
GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

CITY OF SANTA MONICA

Date: _____

By: _____
Rod Gould, City Manager

ATTEST:

By: _____
Sarah P. Goran
City Clerk

APPROVED AS TO FORM:

By: _____
Marsha Jones Moutrie,
City Attorney

CITY OF EL SEGUNDO

Greg Carpenter
City Manager

Date: _____

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

EXHIBIT A

Santa Monica Bay Watershed
Jurisdictional Groups 2&3
EWMP
Funding Contributions

Table 1. Consultant Contract Costs

Deliverable	Deliverable Due Date	Cost
Work Plan	June 28, 2014	\$ 182,000
CIMP	June 28, 2014	\$ 148,000
EWMP Plan	June 28, 2015 (draft plan) April 28, 2016 (final plan)	\$ 436,000
Project Management Coordination & Meetings	On going	\$234,000
Contract Cost	-	\$ 1,000,000

Table 2. Total Cost

Item	Cost
Consultant Contract	\$1,000,000
Project Administration & Management (5%)*	\$50,000
Total Cost	\$1,050,000
Flood Control District Contribution (10%)	-\$105,000
Cost for area cost sharing	\$945,000

Table 3. Cost Allocation Formula for Area Cost Sharing

Party	Acres	Percent of Area ⁽¹⁾	Total Cost
County of Los Angeles	130.40	0.52%	\$4,914
City of Santa Monica	4,987.47	19.76%	\$186,732
City of El Segundo	1,185.63	4.70%	\$44,415
City of Los Angeles	18,934.64	75.02%	\$708,939
Total	25,238.14	100%	\$945,000

¹Areas owned by Caltrans, State Parks, Chevron, and U.S. Government have been excluded from the total area of Jurisdictional Groups 2 and 3.

Table 4. City of Los Angeles Invoicing Schedule and Invoice Amounts to Parties

Invoice Date¹	LACFCD Invoice	County of Los Angeles Invoice	City of Santa Monica Invoice	City of El Segundo Invoice
January 2014	\$52,500	\$2,457	\$93,366	\$22,208
July 2014	\$52,500	\$2,457	\$93,366	\$23,208
Total Invoice Amount¹	\$105,000	\$4,914	\$186,732	\$44,415
10% Contingency	\$10,500	\$491	\$18,673	\$4,442
Total including 10% contingency	\$115,500	\$5,405	\$205,405	\$48,857

¹Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

EXHIBIT B

Santa Monica Bay Watershed
Jurisdictional Groups 2&3
Responsible Agencies Representatives

1. City of Los Angeles
Department of Public Works
Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway
Los Angeles, CA 90015

Shahram Kharaghani
E-mail: Shahram.Kharaghani@Lacity.org
Phone: (213) 485-0587
Fax: (213) 485-3939

2. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

3. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

4. City of Santa Monica
Public Works Department
Civil Engineering Division
1437 4th Street, Suite 300
Santa Monica, CA 90401

Rick Valte
E-Mail: rick.valte@smgov.net
Pjone: (310)458-8234
Fax: (310) 393-4425

5. City of El Segundo
Department of Public Works
350 Main Street
El Segundo, CA 90245-3813

Stephanie Katsouleas
E-mail: skatsouleas@elsegundo.org
Phone: (310)524-2356
Fax: (310)640-0489

Attachment A.4. Letters of Intent.

BOARD OF
PUBLIC WORKS
—
COMMISSIONERS
—
GATTI W. MADDOX
PRESIDENT
VALERIE LYNN SHAW
VICE PRESIDENT
STEVEN T. NUTTER
PRESIDENT PRO TEMPORE
WARREN T. FURUTANI
COMMISSIONER
JERRI YN I APOZ BENDONA
COMMISSIONER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION
—
ENRIQUE C. ZALDIVAR
DIRECTOR
—
TRACI J. MNAMIDE
CHIEF OPERATING OFFICER
—
VAROJJ S. ARKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS
—
NEIL M. GUGLIEMO
ACTING CHIEF FINANCIAL OFFICER
—
WATERSHED PROTECTION DIVISION
3149 SOUTH BRADSHAW, 12TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-0587
FAX: (213) 485-3133

June 27, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Dear Mr. Unger:

CITY OF LOS ANGELES COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE SANTA MONICA BAY WATERSHED (JURISDICTIONAL GROUPS 2 AND 3)

The City of Los Angeles submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for Jurisdictional Groups 2 and 3 (J2 and J3) of the Santa Monica Bay watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.a.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The J2 and J3 of the Santa Monica Bay Watershed Group consist of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by the Santa Monica Bay J2 and J3 Watershed Groups has been included in the Notice of Intent and the City of Los Angeles is committed to execute this agreement prior to December 28, 2013.

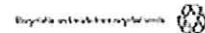
Should you have any questions regarding this correspondence, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984 or Hamid Tadayon at Hamid.Tadayon@lacity.org or (213) 485-3841.

Sincerely,


SHAHRAM KHARAGHANI, Ph.D., P.E., BCEE
Program Manager

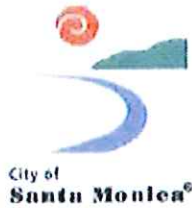
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AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER



Sam Unger, Executive Officer
City of Los Angeles Letter of Intent for J2 and J3 Santa Monica Bay Watershed
June 27, 2013
Page 2

cc: Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Enrique Zaldivar, City of Los Angeles, BOS
Adel Hagekhalil, City of Los Angeles, BOS
Gary Hildebrand, County of Los Angeles
Rick Valte, City of Santa Monica
Stephanie Katsouleas, City of El Segundo



Office of the City Manager
 1685 Main Street
 PO Box 2200
 Santa Monica, California 90407-2200

June 17, 2013

Samuel Unger, Executive Officer
 Los Angeles Regional Water Quality Control Board
 320 West Fourth Street, Suite 200
 Los Angeles, California 90013

Attention: Renee Purdy

CITY OF SANTA MONICA COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE JURISDICTIONAL GROUPS 2 AND 3 (J2 and J3) OF THE SANTA MONICA BAY WATERSHED

Dear Mr. Unger;

The CITY OF SANTA MONICA submits this letter of Intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for J2 and J3 of the Santa Monica Bay watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The J2 and J3 of the Santa Monica Bay Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by J2 and J3 of the Santa Monica Bay Watershed Group has been included in the Notice of Intent and the CITY OF SANTA MONICA is committed to execute this agreement prior to December 28, 2013.

tel: 310 458-8301 • fax: 310 917-6640

0 1 3 2013 10:17 AM

Should you have any questions regarding this correspondence, please contact Rick Valte at (310) 458-8234.

Sincerely,



ROD GOULD
City Manager

cc:

Reneo Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Charaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Rick Valte, City of Santa Monica
Stephanie Katsouleas, City of El Segundo



City of El Segundo

Public Works Department
Stephanie Katsouleas, Director

June 5, 2013

Elected Officials:

SWFASAS
 Mayor
 Ced Jacobson
 Mayor Pro Tem
 Susanto Farias,
 Council Member
 Dave Adkinson,
 Council Member
 Mark Fofanous,
 Council Member
 Tracy Mwanje,
 City Clerk
 Crista Binder,
 City Treasurer

Appointed Officials:

Greg Carpenter,
 City Manager
 Mark D. Hensley,
 City Attorney

Department Directors:

Debra's Cullen,
 Human Resources
 Keith Smith,
 Fire Chief
 Debra Brighton,
 Utility Services
 Sam Lee,
 Planning and
 Building Safety
 Mitch Taylor,
 Public Works
 Stephanie Katsouleas,
 Public Works
 Robert Cummings,
 Recreation & Parks

www.elsegundo.org

Samuel Unger, Executive Officer
 Los Angeles Regional Water Quality Control Board
 320 West Fourth Street, Suite 200
 Los Angeles, California 90013

THE CITY OF EL SEGUNDO'S COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE JURISDICTIONAL GROUPS 2 AND 3 (J2 and J3) OF THE SANTA MONICA BAY WATERSHED

Dear Mr. Unger;

The City of El Segundo submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for J2 and J3 of the Santa Monica Bay watershed as outlined in the Notice of Intent. The NOI will be submitted by the City of Los Angeles to Regional Board to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The J2 and J3 watershed groups of the Santa Monica Bay watershed consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by J2 and J3 groups of the Santa Monica Bay watershed is included in the Notice of Intent. The City of El Segundo is committed to executing this agreement prior to December 28, 2013.

Should you have any questions, please contact me at (310)524-2356 or vial email to skatsouleas@elsegundo.org, or Lifan Xu, of my staff, at (310)524-2368 or via email to lxu@elsegundo.org.

Sincerely

Stephanie Katsouleas
 Director of Public Works

Cc: Greg Carpenter, City Manager

350 Main Street, El Segundo, California 90245-3813
 Phone (310)524-2300 Fax (310) 640-0489

Lifan Xu, Principal Civil Engineer
Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles, Department of Public Works
Gary Hildebrand, County of Los Angeles, Department of Public Works
Rick Valte, City of Santa Monica



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

920 SOUTH FREMONT AVENUE
 ALHAMBRA, CALIFORNIA 91803-1331
 Telephone: (626) 458-5100
<http://dpu.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
 P.O. BOX 1460
 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
 REFER TO FILE **WM-7**

June 24, 2013

Mr. Samuel Unger, P.E.
 Executive Officer
 California Regional Water Quality
 Control Board – Los Angeles Region
 320 West 4th Street, Suite 200
 Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
 SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUPS 2 AND 3
 ENHANCED WATERSHED MANAGEMENT PROGRAM
 AND COORDINATED INTEGRATED MONITORING PROGRAM**

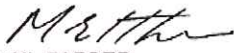
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for Jurisdictional Groups 2 and 3 of the Santa Monica Bay Watershed. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit) and the CIMP requirements of Section IV.C.1 of Attachment E of the Municipal Separate Storm Sewer System Permit.

The Santa Monica Bay Watershed Jurisdictional Groups 2 and 3 EWMP agencies consist of the following: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County, Los Angeles County Flood Control District, and cities of El Segundo and Santa Monica. The Santa Monica Bay Watershed Jurisdictional Groups 2 and 3 EWMP agencies have included a final draft Memorandum of Understanding as Attachment A.3 of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact Ms. Angela George at (626) 458-4325 or
ageorge@dpw.lacounty.gov.

Very truly yours,


GAIL FARBER
Director of Public Works

RP:jht
P:\mrr\publ\Secretariat\2013 Documents\Letter\LOI Santa Monica Bay J283 County docID13224

cc: City of El Segundo
City of Los Angeles
City of Santa Monica

Attachment A.5. Proposed Structural Project.

Penmar Water Quality Improvement Project

Project Description

This project is implemented in two phases.

Phase I consist of:

- A storm water diversion structure which taps into an 18 ft wide and 12 ft tall double box storm drain under Rose Ave.
- A pump station to lift and convey the storm water to a detention tank
- A 2.75 million gallon detention tank under the Penmar Park.
- Conveyance pipes and pumps to convey detained storm water to the sewer system for treatment at Hyperion Treatment Plant.

The dry weather storm water run off and first flush flow during the rain events is diverted into the detention tank at 11,000 gallon per minute for 4 hours where it is held for 72 hours prior to discharge into the sewer system.

Phase II includes of:

- An on site treatment system following the detention tank to disinfect and treat the harvested storm water to the required water quality standards for irrigation and reuse application
- An irrigation system to deliver the water to the City of Santa Monica near by Marin Park.



Project Location and Drainage Area

This project is located at Penmar Parks and recreation center, one mile from the beach at 1341 Lake Street within the Santa Monica Bay watershed. The Park features an attractive landscape with baseball diamonds tennis courts and children play area. The project captures dry and wet weather runoff from a drainage area of 1,500 acres from the City of Los Angeles, and the City of Santa Monica. The service area of the project is predominately light commercial, industrial, and high density single family land use.

Project Benefits

Project benefits include:

- Restoration of beneficial use of the Santa Monica Bay through bacteria removal from the run off
- Reduce incidents of Beach Closures
- Improve public health.
- Improve marine and aquatic habit
- Improve compliance with the Santa Monica Bay Bacteria TMDL

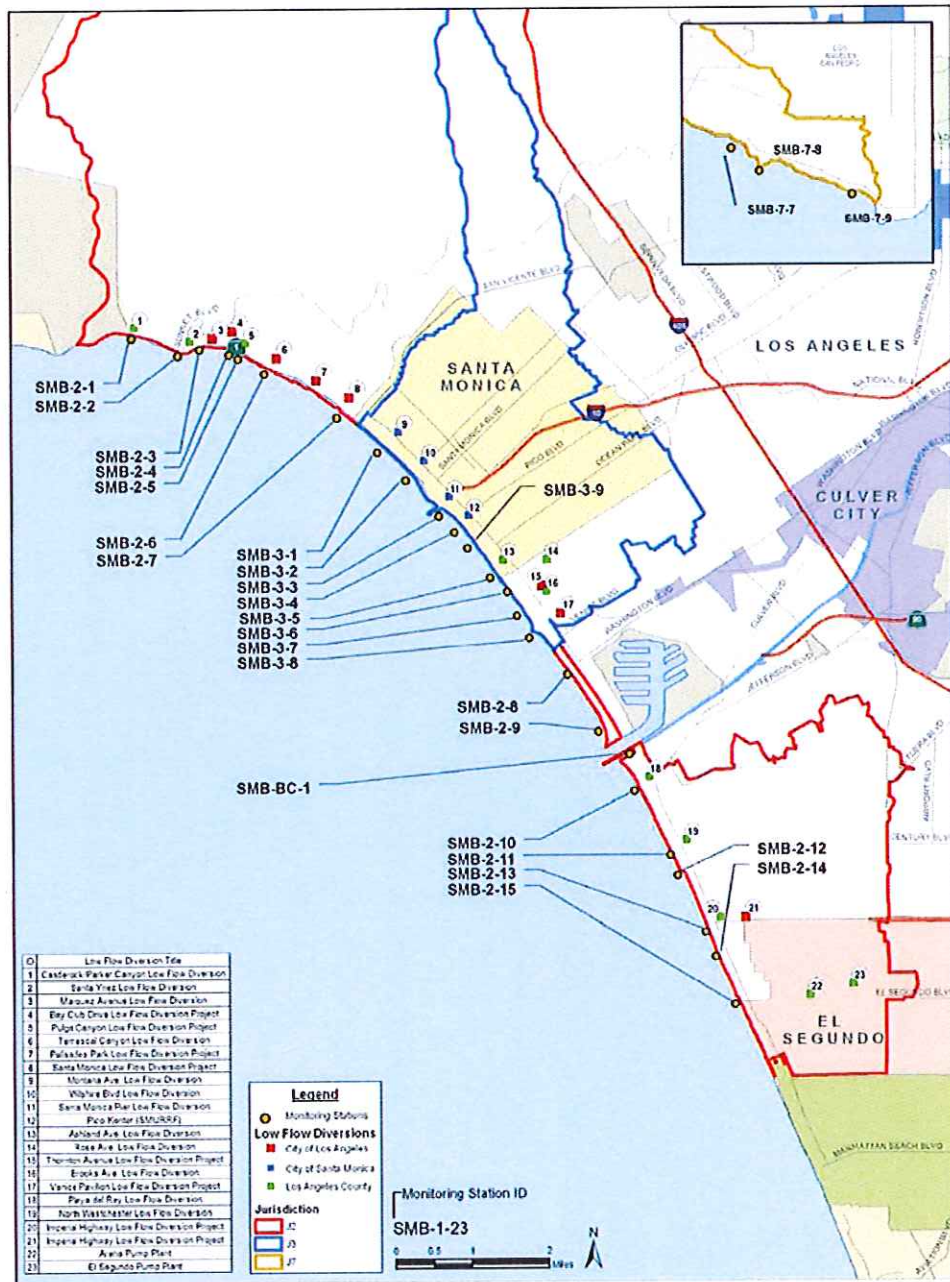
Schedule

Phase I – completed : Phase II – expected completion by Spring 2015

Project Funding

The estimated cost for design and construction of phase II is funded through Proposition "O", the City of Santa Monica's Clean Beach special tax, and the State's Proposition 84.

Attachment A.6. LFDs along the J2 & J3 Shoreline.



PART B

City of Los Angeles Area In J7

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B. Notice of Intent for EWMP and CIMP for City of Los Angeles Area in Santa Monica Bay Jurisdictional Group 7

1. Introduction

The City of Los Angeles has been a participating agency of Jurisdictional Group 7 (J7) of the Santa Monica Bay Watershed since the adoption of the Santa Monica Bay Beaches Bacteria TMDLs in 2003. However, for the purpose of developing the EWMP, the City of Los Angeles and the remaining MS4 permittees of this group have mutually agreed to develop separate programs. Therefore, the City of Los Angeles and the Los Angeles County Flood Control District (LACFCD) respectfully submit this Notification of Intent (NOI) to develop an EWMP for its area within J7 of the Santa Monica Bay watershed per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the City of Los Angeles' and the LACFCD's intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach. The City of Los Angeles will continue its collaboration with other Peninsula cities should there be opportunities during the development and implementation of EWMP and CIMP to ensure that the MS4 permit requirements are met most effectively.

Though geographically separated, J2 and J3 and J7 are located in the Santa Monica Bay Watershed Management Area and subject to the same water quality regulations. The approach that the City of Los Angeles and the LACFCD will follow for the development of the EWMP and CIMP for the City of Los Angeles' area in J7 will be the same as that outlined in Part A for J2 and J3. Accordingly, we are planning on the EWMP for the City of Los Angeles area in J7 being included as a separate chapter to the EWMP for J2 and J3. It should be emphasized that the other J2 & J3 EWMP Agencies (City of Santa Monica, County of Los Angeles, and City of El Segundo) are not responsible for the development of the EWMP and CIMP of the City of Los Angeles area in J7 or vice versa.

The following sections are intended to provide specific information related to the City of Los Angeles area in J7 of the Santa Monica Bay watershed. The remaining sections are similar to that of J2 & J3.

2. Notification of Intent (Section VI.C.4.b.i and Attachment E Section IV.C.1.)

The City of Los Angeles and LACFCD notify the LARWQCB by this NOI of their intention to collaboratively develop an EWMP for the City of Los Angeles land area of J7 in the Santa Monica Bay Watershed, and will submit a Final Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and a Draft EWMP Plan no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the City of Los Angeles and LACFCD notify the LARWQCB by this NOI of their intention to collaboratively develop a CIMP for the City of Los Angeles land area of J7 in the Santa Monica Bay Watershed, and will submit a Draft CIMP no later than 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and final TDML compliance deadlines (Section VI.C.4.b.ii)

Table B.1 lists the TMDLs that have been developed for the Santa Monica Bay watershed. The interim and final compliance deadline of the Santa Monica Bay Nearshore and Offshore TMDL and final compliance deadline of other TMDLs occurring prior to the anticipated approval date of EWMP (April 28, 2016) are included in Table B.2.

The watershed control measures that have been or will be implemented to meet the applicable interim and final trash water quality based effluent limitations (WQBELs) and all other final WQBELs and receiving water limitations are described in more detail in Section 12 of this NOI submittal.

Table B.1. TMDLs applicable to Santa Monica Bay watershed

TMDL	LARWQCB Resolution Number	Effective Date and/or EPA Approval Date
Santa Monica Bay Beaches Dry Weather Bacteria TMDL (Summer and Winter Dry)	2002-004	7/15/2003
Santa Monica Bay Beaches Wet Weather Bacteria TMDL	2002-022	7/15/2003
Santa Monica Bay Nearshore and Offshore Debris TMDL	R10-010	03/20/2012
Santa Monica Bay DDTs and PCBs TMDL	NA	03/26/2012

Table B.2. Interim (debris) and final TMDL compliance deadlines prior to EWMP approval

TMDL	Milestone	Interim/Final	Deadline
Santa Monica Bay Beaches Dry Weather Bacteria TMDL	Compliance with allowable exceedance days during summer dry period	Final	07/15/2006
	Compliance with allowable exceedance days during winter dry period	Final	07/15/2009
Santa Monica Bay Nearshore and Offshore Debris TMDL	20% reduction from baseline load	Interim	03/20/2016

4. Geographical scope (Section VI.C.4.b.iii.(1))

J7 of the Santa Monica Bay watershed is comprised of the Cities of Rancho Palos Verdes, Palos Verdes Estate, Rolling Hills, and Rolling Hills Estate (collectively referred to as Peninsula Cities), and the City of Los Angeles. The City of Los Angeles area is approximately 976.61 acres, or 9.4% of the total area of J7 as shown in Attachment B.1. J7 has unique characteristics that differentiate it from other Santa Monica Bay Jurisdictional Groups. Many of the storm drains on Palos Verdes Peninsula have outfalls on steep bluffs that are up to hundred feet high; some of these outfalls are at rocky points locations without safe access to the shoreline.

The City of Los Angeles land area of J7 includes open space from the White Point Nature Preserve Wild Park featuring 102 acres of restored coastal sage scrub habitat, hiking and handicap accessible trails overlooking the ocean and Catalina Island. Currently, there are three active shoreline stations for bacteria monitoring within the City of Los Angeles area of J7 (SMB 7-6, SMB 7-8, and SMB 7-9), and one inactive station

(SMB 7-7), which is inaccessible and unsafe to enter due to a land slide in 2009 (Attachment B.2).

All drainage infrastructure operated and maintained by the LACFCD within the City of Los Angeles land area in J7 of the Santa Monica Bay Watershed Management Area will be covered under this EWMP.

5. Plan concept (Section VI.C.4.b.iii.(2))

The City of Los Angeles has pursued an integrated water resources approach to address urban runoff to take the most cost effective and efficient use of resources. The City of Los Angeles and LACFCD will evaluate the possibility of regional projects to maximize opportunities for retaining all non-stormwater runoff and stormwater from the 85th percentile, 24-hour storm event as described in the MS4 permit, as well as identifying additional watershed control measures for areas in the watershed that cannot be addressed by a regional project.

6. Cost estimate (Section VI.C.4.b.iii.(2))

The City of Los Angeles and the LACFCD collaboratively prepared a scope of work and cost estimate for developing the EWMP Work Plan, the CIMP and the Final EWMP for the City of Los Angeles' area in J7 of the Santa Monica Bay Watershed. It is estimated that the cost for the Work Plan, the CIMP and the EWMP Plan development for is approximately \$50,000. Of that, 20% is allocated for the CIP, and 80% for EWMP. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans.

7. Memorandum of understanding (Section VI.C.4.b.iii.(3))

Attachment B.3 includes the final draft of the Memorandum of Understanding (MOU) between the City of Los Angeles and the LACFCD. Both agencies have committed to the execution of the MOU as indicated by the signed letters of intent (Attachment B.4). The MOU shall be executed no later than December 28, 2013.

8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))

Table B.4 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development, which is based on the scope of work for developing the Work Plan, CIMP, and EWMP as agreed to by the City of Los Angeles and the LACFCD. In addition to the monthly agency coordination meetings and coordination meetings with the Technical Advisory Committee, the schedule in Table B.4 assumes one workshop with local watershed stakeholders for each plan. Interim milestones in Table B.4 are the expected due dates of draft Technical Memoranda that will summarize the information and approaches for development of the specified components of the Work Plan, CIMP, and EWMP Plan. It is expected that the draft technical memos will not be finalized; rather, the information presented in the memos will be revised based on comments and presented in the Work Plan, CIMP, and EWMP Plan.

Table B.4. Proposed interim milestones and deadlines for plan development

Deliverable	Milestones and Deadlines
Work Plan	
Draft Technical memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	March 2014
Draft Work Plan	April 2014
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Program	
Draft Technical memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Draft CIMP	April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
Enhanced Watershed Management Program	
Draft Technical memos <ul style="list-style-type: none"> • Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs • Final selection of regional projects • Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs • Project schedules and cost estimates 	April 2015
Draft EWMP	May 2015
Final Draft EWMP submitted to the LARWQCB	June 2015

9. Structural BMP (Section VI.C.4.b.iii.(5))

The City of Los Angeles is committed to retrofit 50 catch basins within the City owned portion of J7 before June of 2015. This will provide for over 20% trash reduction in compliance with the Santa Monica Bay Nearshore and Offshore Debris TMDL.

10. LID ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1))

Table B.5 summarizes the status of Low Impact Development (LID) ordinances by the City of Los Angeles and LACFCD. As presented in Table B.5, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by an LID ordinance that is in place.

Table B.5. Summary of percent EWMP area addressed by LID ordinances

EWMP agency	Status LID ordinance	% EWMP area addressed by LID ordinance
City of Los Angeles	In place	100%
LACFCD	N/A	N/A
Total EWMP Area covered by LID Ordinance		100%

In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed. For the City of Los Angeles: its LID Ordinance became operative on May 12, 2012. The City of Los Angeles is currently amending sections of the LID Ordinance, as well as its Stormwater and Urban Runoff Pollution Control Ordinance (L.A.M.C. Chapter VI, Article 4.4) to meet all the MS4 permit requirements.

11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))

Table B.6 summarizes the status of green street policies by the City of Los Angeles and the LACFCD. As presented in Table B.6, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by green streets policies that are in place.

Table B. 6. Summary of percent EWMP area addressed by Green Street Policies

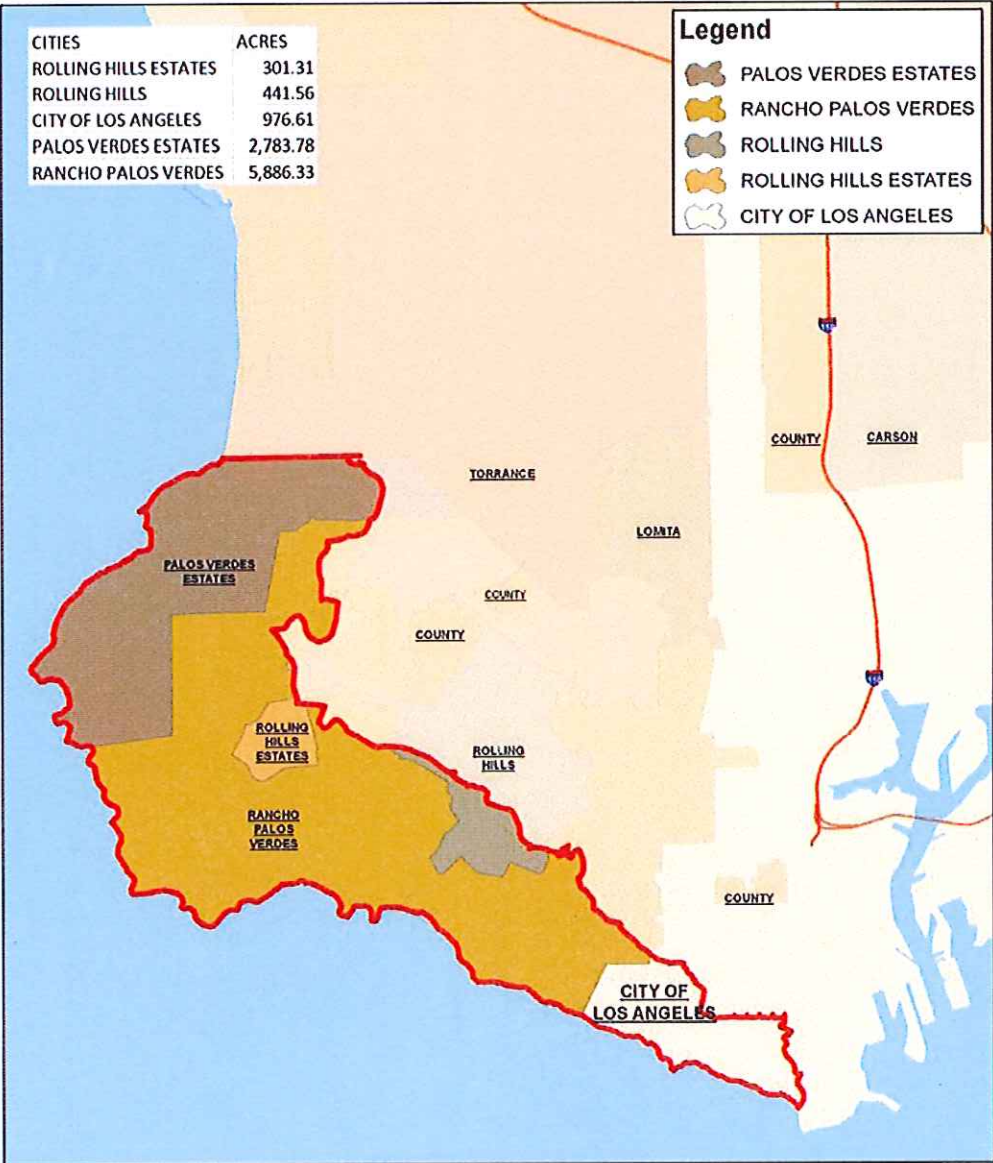
EWMP agency	Status of Green Street Policy	% EWMP area addressed by Green Street Policy
City of Los Angeles	In place	100%
LACFCD	N/A	N/A
Total EWMP Area covered by LID Ordinance		100%

In Place – Permittee has adopted a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.

12. Implementation of watershed control measures during plan development (Sections VI.C.4.b.ii)

The City of Los Angeles has implemented an extensive program of institutional measures (street sweeping, catch basin cleaning, public education, etc.) for pollution source control that supports reduction of bacteria discharges from the City of Los Angeles land area in J7 of the Santa Monica Bay watershed. In addition, the City will retrofit 50 catch basins with screens and/or inserts within its area to satisfy the 20% compliance milestone of the Santa Monica Bay Nearshore and Offshore Debris TMDL by March 2016.

Attachment B.1. The City of Los Angeles land area within J7 of the Santa Monica Bay Watershed.



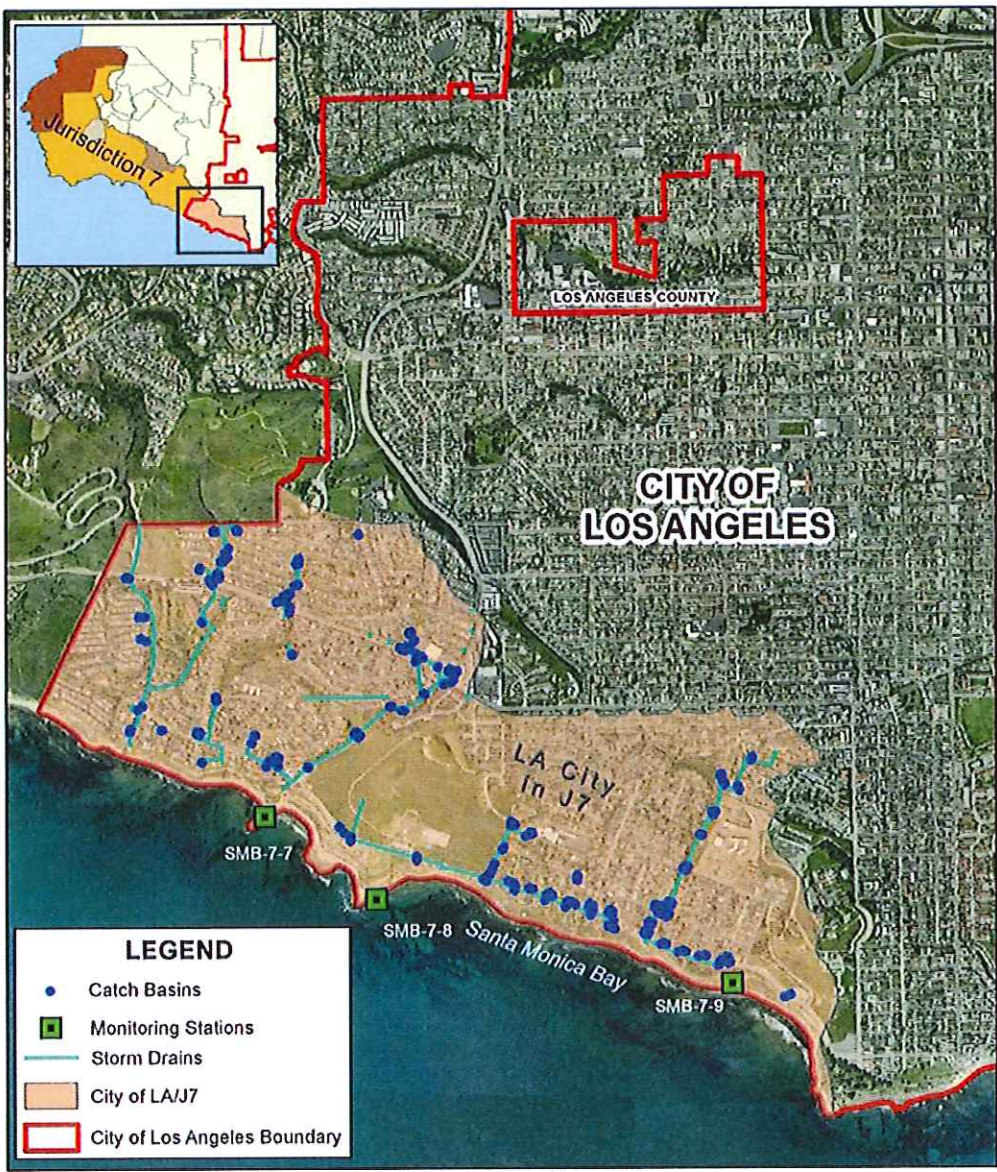
CITIES	ACRES
ROLLING HILLS ESTATES	301.31
ROLLING HILLS	441.56
CITY OF LOS ANGELES	976.61
PALOS VERDES ESTATES	2,783.78
RANCHO PALOS VERDES	5,886.33

Legend	
	PALOS VERDES ESTATES
	RANCHO PALOS VERDES
	ROLLING HILLS
	ROLLING HILLS ESTATES
	CITY OF LOS ANGELES

**Santa Monica Bay Watersheds
Jurisdiction 7 Agencies**

	BUREAU OF SANITATION				
	ENRIQUE O. ZALDIVAR DIRECTOR	SHARHAM KHARAGHAN PROGRAM MANAGER	This map shall not be copied or reproduced, in whole or in part, for any purpose for distribution or use without the express written permission of the Dept. of Public Works, City of Los Angeles.		
DATE: _____ DATE RECEIVED: _____	DEPARTMENT: _____ DIVISION: _____	CREATED BY: _____	DATE: _____ DATE RECEIVED: _____	(This map shall not be copied or reproduced, in whole or in part, for any purpose for distribution or use without the express written permission of the Dept. of Public Works, City of Los Angeles.)	

Attachment B.2. The City of Los Angeles detailed land area within J7 of the Santa Monica Bay Watershed.



Santa Monica Bay Watersheds
City of Los Angeles in Jurisdiction 7

BUREAU OF SANITATION

 <small>CITY OF LOS ANGELES</small> <small>BUREAU OF SANITATION</small>	ENRIQUE C. ZALEVAR <small>DIRECTOR</small>	SHAHAM KHARAGHANI <small>PROGRAM MANAGER</small>		 <small>WATERSHED PROTECTION</small>
	<small>APPROVED</small> <small>DATE</small> <small>DATE</small>	<small>DESIGNED BY</small> <small>DATE</small>	<small>DATE</small> <small>DATE</small>	

Attachment B.3. Final Draft Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR
DEVELOPMENT OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM
FOR THE CITY OF LOS ANGELES AREA OF JURISDICTION GROUP 7 OF THE
SANTA MONICA BAY WATERSHED

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the City of Los Angeles, a municipal corporation, and the Los Angeles County Flood Control District (LACFCD), a political subdivision of the State of California. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

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

WHEREAS, the MS4 Permit identified the Parties as the MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to Jurisdiction Groups 7 in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for the City of Los Angeles area within Jurisdictional Group 7 of the Santa Monica Bay Watershed Management Area (CLA in J7) to comply with certain elements of the MS4 Permit; and

WHEREAS, for the purpose of developing the Enhanced Watershed Management Programs, the City of Los Angeles and the other MS4 permittees of the Jurisdictional Group 7 of the Santa Monica Bay Watershed, (Except for the Los Angeles County Flood Control District), have mutually agreed to develop separate programs

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of this MOU; and

WHEREAS, the development of an EWMP includes the preparation of a Work Plan, a draft and final Coordinated Integrated Monitoring Plan ("CIMP"), and a draft and final Enhanced Watershed Management Program Plan ("EWMP Plan"), collectively referred to herein as "Plans"; and

WHEREAS, the Parties collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant for preparing the Plans that will satisfy the requirements of the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation formula shown in Table (3) of Exhibit A; and

WHEREAS, the Parties have agreed that the total cost for developing the Plans shall not exceed \$52,500 including the project administration and management cost; and

WHEREAS, the Parties have agreed to retain the City of Los Angeles to coordinate the services of a Consultant to develop the Plans, the Parties have agreed to share in the cost and pay the City of Los Angeles for these consultant services as provided by Exhibit A of this MOU, and the City of Los Angeles has agreed to act on behalf of all Parties in the preparation of the Plans and the coordination of the consultant services;

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

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

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal of the Plans to the Regional Board.

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting the Plans to the Regional Board.

Section 5. Term: Term: This MOU shall become effective on the last date of execution by the Parties or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until June 30, 2016. If a Party does not execute this MOU by

December 28, 2013, that Party shall be excluded from this MOU and this MOU shall become effective on December 28, 2013 by execution by the remaining Parties.

Section 6. Assessment for Proportional Cost: The LACFCD agree to pay the City of Los Angeles for preparation and delivery of the Plans in the amounts shown in Table (4) of Exhibit A, based on the total costs shown in Tables (1) and (2) and the cost allocation formula shown in Table (3) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Los Angeles will invoice the LACFCD in two installments upon execution of this MOU as shown in Table (4) of Exhibit A, based on the allocated costs for developing the Plan and the project administration and management costs at a percentage not to exceed 5% of the allocated costs for development of the Plan. At the end of each fiscal year, the City of Los Angeles will provide the LACFCD with a statement with the actual expenditures. Unexpended funds at the termination of this MOU will be reimbursed to the LACFCD in accordance with the cost allocation formula set forth in Table (3) of Exhibit A

Section 7. City of Los Angeles agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the Plans. The City of Los Angeles will be compensated for the administration and management of the Consultant contract as described in Exhibit A.
- b. To utilize the funds deposited by the Parties only for the administration of the Consultant contract, project management, and the preparation and completion of the Plans.
- c. To provide the Parties with an electronic copy of the technical memos, draft Plans and completed Plans within 7 business days of receipt from the Consultant.
- d. To invoice the Parties in the amounts and according to the schedule shown in Table (4) of Exhibit A.
- e. To provide an accounting within 90 days at the termination of this MOU or within 90 days after the early termination of the MOU pursuant to Section 11. The City of Los Angeles shall return the unused portion of all funds deposited with the City of Los Angeles in accordance with the cost allocation formula set forth in table (3) of Exhibit A.

Section 8. The Parties further agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing

deliverables in a timely manner, and informing administration, and/or governing body.

- b. To fund the cost of the preparation and delivery of the Plans and to pay the City of Los Angeles for the preparation and delivery of the Plans based on the cost allocation shown in Table (3) of Exhibit A. This includes the costs incurred by the City of Los Angeles for administering the Consultant services between awarding the Consultant contract and the execution of this MOU
- c. To grant access rights and entry to the City of Los Angeles and the Consultant during the terms of this MOU to the Parties' facilities (i.e. storm drains, channels, catch basins, properties, etc.) ("Facilities") to achieve the purposes of this MOU. Prior to exercising said right of entry, the City of Los Angeles or their Consultant shall provide written notice to the Parties at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the Parties' representatives identified in Exhibit B.

Section 9. Invoice and Payment

- a. **Payment:** The Parties shall pay the City of Los Angeles their proportional share of the cost for the preparation and delivery of the Plans and project administration and management as shown in Table (4) of Exhibit A. Payments are due within sixty (60) days of receiving the invoice from the City of Los Angeles.
- b. **Invoice:** The City of Los Angeles will invoice Parties in two installments in the amounts shown in Table (4) of Exhibit A. The first invoice will be sent upon execution of this MOU or in January 2014, whichever comes first. The second invoice will be sent in July 2014.
- c. **Contingency:** The City of Los Angeles will notify the Parties if actual expenditures are anticipated to exceed the cost estimates contained in Exhibits A and obtain approval of such expenditures from all Parties. Upon approval, the Parties agree to reimburse the City of Los Angeles for their proportional share of these additional expenditures at an amount not to exceed 10% of the original cost estimate as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10% contingency will require an amendment of this MOU.

Section 10. Indemnification

Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOU; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

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 or 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 Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party 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 11. Termination

- a. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, 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 all Parties. Rights to uncompleted work by the Consultant still under contract will be held by the Party or Parties who fund the completion of such work.
- b. If a Party fails to comply with any of the terms or conditions of this MOU, that Party shall forfeit its rights to the work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. 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 Representative of the Party at the address set forth in Exhibit B. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email 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 email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b) Administration. For the purpose of this MOU, the parties hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- d) Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all the Parties. This section applies to, but is not limited to, amendments proposed to address regulatory changes in the MS4 permit, modifications to the Scope of Work, or changes in the number of Parties to this MOU. For the City of Los Angeles, the Director of Bureau of Sanitation or his/her designee is authorized to execute such amendments.
- f) 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.

- g) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- l) 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.

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:

CITY OF LOS ANGELES

Date: _____

By: _____
Capri W. Maddox, President
Board of Public Works

ATTEST:

By: _____
June Lagmay
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich
City Attorney

By: _____
John A. Carvalho
Deputy City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

_____ Date

EXHIBIT A

Santa Monica Bay Watershed
Jurisdictional Groups 2&3
EWMP
Funding Contributions

Table 1. Consultant Contract Costs

Deliverable	Deliverable Due Date	Cost
Work Plan	June 28, 2014	\$ 9,000
CIMP	June 28, 2014	\$ 7,500
EWMP Plan	June 28, 2015 (draft plan) April 28, 2016 (final plan)	\$ 22,000
Project Management Coordination & Meetings	On going	\$11,500
Contract Cost	-	\$ 50,000

Table 2. Total Cost

Item	Cost
Consultant Contract	\$50,000
Project Administration & Management (5%)*	\$2,500
Total Cost	\$52,500
Flood Control District Contribution (10%)	-\$5,250
Cost for area cost sharing	\$47,250

Table 3. Cost Allocation Formula for Area Cost Sharing

Party	Acres	Percent of Area ⁽¹⁾	Total Cost
City of Los Angeles		100%	\$47,250
Total		100%	\$47,250

Table 4. City of Los Angeles Invoicing Schedule and Invoice Amounts to Parties

Invoice Date ¹	LACFCD Invoice
January 2014	\$2,625
July 2014	\$2,625
Total Invoice Amount¹	\$5,250
10% Contingency	\$525
Total including 10% contingency	\$5,775

¹Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

EXHIBIT B

Santa Monica Bay Watershed
Jurisdictional Groups 2&3
Responsible Agencies Representatives

1. City of Los Angeles
Department of Public Works
Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway
Los Angeles, CA 90015

Shahram Kharaghani
E-mail: Shahram.Kharaghani@Lacity.org
Phone: (213) 485-0587
Fax: (213) 485-3939

2. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

Attachment B.4. Letter of Intent.

BOARD OF
PUBLIC WORKS
—
COMMISSIONERS
—
CAPRI W. MAUOX
PRESIDENT
VALERIE LYHNE SHAW
VICE PRESIDENT
STEVEN T. NUTTER
PRESIDENT PRO TEMPORE
WARREN T. FURUTANI
COMMISSIONER
JERLYN LÓPEZ-MENDOZA
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ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION
1149 SOUTH BROADWAY, 15TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-0587
FAX: (213) 485-3339

June 20, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Dear Mr. Unger:

CITY OF LOS ANGELES COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE CITY AREA IN JURISDICTIONAL GROUP 7 OF THE SANTA MONICA BAY WATERSHED

The City of Los Angeles submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the City area in Jurisdiction 7 of the Santa Monica Bay Watershed and all drainage infrastructure owned and maintained by the Los Angeles County Flood Control District (LACFCD) within this area, as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment B Section IV.C.1.

The City of Los Angeles (lead agency for EWMP and CIMP development) and LACFCD are the MS4 permittees for this EWMP and CIMP. The final draft agreement to fund program development by the City of Los Angeles and LACFCD for this watershed has been included in the Notice of Intent and the City of Los Angeles is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984 or Hamid Tadayon at Hamid.Tadayon@lacity.org or (213) 485-3841.

Sincerely,


SHAHRAM KHARAGHANI, Ph.D., P.E., BCEE
Program Manager

SK:HC:HT
WPDCR9043

AN EQUAL EMPLOYMENT OPPORTUNITY • AFFIRMATIVE ACTION EMPLOYER



Sam Unger, Executive Officer
City of Los Angeles Letter of Intent for J7 Santa Monica Bay Watershed
June 20, 2013
Page 2

cc: Rence Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Enrique Zaldivar, City of Los Angeles, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles



GAIL FARBBER, Director

COUNTY OF LOS ANGELES**DEPARTMENT OF PUBLIC WORKS***"To Enrich Lives Through Effective and Caring Service"*900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91801-1311
Telephone (626) 458-5110
<http://dpuw.lacounty.gov>ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 146
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2013

IN REPLY PLEASE
REFER TO FILE **WM-7**

Mr. Samuel Unger, P.E.
Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUP 7 WITHIN THE
CITY OF LOS ANGELES
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

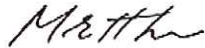
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit) and the CIMP requirements of Section IV.C.1 of Attachment E of the Municipal Separate Storm Sewer System Permit.

The Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development and LACFCD. The Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles has included a final draft Memorandum of Understanding as Attachment B.3. The LACFCD intends to submit a final Memorandum of Understanding to the County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact Ms. Terri Grant at (626) 458-4309 or
tgrant@dpw.lacounty.gov.

Very truly yours,



GF GAIL FARBER
Chief Engineer of the Los Angeles County Flood Control District

RP:jhl

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cc: City of Los Angeles



Public Works Department
Engineering Services
Division

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

Engineering 310 318-0661
fax 310 374-4828

June 28, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Submittal of the Notice of Intent for the Development of an Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program for the Beach Cities Watershed Management Group

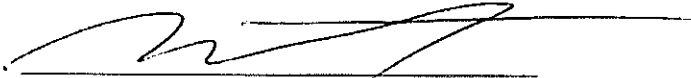
Dear Mr. Unger;

Please find attached the Notice of Intent (NOI) for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Beach Cities Watershed Management Group. The Beach Cities Watershed Management Group includes the following agencies: the City of Redondo Beach, the City of Manhattan Beach, the City of Hermosa Beach, the City of Torrance and the Los Angeles County Flood Control District. All members of the Beach Cities Watershed Management Group have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No. R4-2012-0175. The City of Redondo Beach (City), as lead agency for the Beach Cities Watershed Management Group, has prepared the Notice of Intent on behalf of the Beach Cities Watershed Management Group. All agencies have reviewed and approved this NOI for its submission to your Board.

The attached document satisfies the requirements for submitting the NOI as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. We look forward to continuing the process of plan developments for the Beach Cities Watershed Management Group with the Technical Advisory Committee, the Los Angeles Regional Water Quality Control Board, and other watershed stakeholders.

Should you have any questions about this submittal, please contact me at mike.witzansky@redondo.org or at (310) 318-0686, extension 4172 or Brad Lindahl, of my staff, at brad.lindahl@redondo.org or at (310) 318-0661, extension 2286.

Sincerely,



Mike Witzansky, Public Works Director

MW/BL:bl

Attachment

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Rebecca Christmann, California Regional Water Quality Control Board, Los Angeles Region

Gail Farber, Los Angeles County Flood Control District

Gary Hildebrand, Los Angeles County Flood Control District

David N. Carmany, City of Manhattan Beach

Vince Mastrosimone, City of Manhattan Beach

Tom Bakaly, City of Hermosa Beach

Frank Senteno, City of Hermosa Beach

LeRoy Jackson, City of Torrance

Robert Beste, City of Torrance

NOTICE OF INTENT

Enhanced Watershed Management Program & Coordinated Integrated Monitoring Program

June 28, 2013

Beach Cities

Watershed Management Group

City of Redondo Beach

City of Manhattan Beach

City of Hermosa Beach

City of Torrance

Los Angeles County Flood Control District

1. Introduction

The Cities of Redondo Beach, Manhattan Beach, Hermosa Beach, and Torrance and the Los Angeles County Flood Control District (LACFCD), collectively the Beach Cities Watershed Management Group (Beach Cities WMG), respectfully submit this Notification of Intent (NOI) to develop an Enhanced Watershed Management Program (EWMP) per Part VI.C.4.b. of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the Beach Cities WMG agencies’ intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

The Beach Cities WMG has determined to jointly develop an EWMP and CIMP to address both the Santa Monica Bay and Dominguez Channel Watershed areas within their jurisdictions. The development of the Work Plan, CIMP, and EWMP will be a collaborative process between the Beach Cities WMG agencies, coordinated with the Technical Advisory Committee as well as with Beach Cities watershed stakeholders.

The information provided in the following sections satisfies the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirement as provided by Attachment E Section IV.C.1. Each of the following section headings includes the permit reference to the NOI requirement being addressed by that particular section.

2. Notification of Intent (Section VI.C.4.b.i and Attachment E Section IV.C.1.)

The Beach Cities WMG hereby notifies the Los Angeles Regional Water Quality Control Board (LARWQCB) of its intention to collaboratively develop an EWMP for the Santa Monica Bay and Dominguez Channel Watershed areas within their jurisdictions, and request submittal of the final Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and submittal of the draft EWMP Plan no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the Beach Cities WMG agencies hereby notify the LARWQCB by this NOI of their intention to collaboratively develop a CIMP to address all of the monitoring elements required by the MS4 Permit for its jurisdictions and request submittal of the Draft CIMP 18 months after the effective date of the MS4 Permit (no later than June 28, 2014).

3. Interim and final TDML compliance deadlines (Section VI.C.4.b.ii)

Table 1 lists the TMDLs that are applicable within the Beach Cities WMG EWMP.

Table 1. TMDLs applicable within Beach Cities WMG.

TMDL	LARWQCB Resolution Number	Effective Date
Santa Monica Bay Beaches Bacteria TMDL	2002-004 and 2002-022 amended by R12-007	07/15/2003 R12-007 not yet effective
Machado Lake Trash TMDL [1]	2007-006	03/06/2008
Machado Lake Nutrient TMDL [2]	2008-006	03/11/2009
Machado Lake Toxics TMDL [3]	R10-008	03/20/2012
Los Angeles and Long Beach Harbors Toxics & Metals TMDL [4]	R11-008	03/23/2012
Santa Monica Bay Nearshore Debris TMDL [5]	R10-010	03/20/2012
Santa Monica Bay DDT and PCB TMDLs [6]	USEPA Region IX	03/26/2012

- [1] Responsible agencies: Redondo Beach, Torrance, LACFCD
- [2] Responsible agencies: Redondo Beach, Torrance, LACFCD
- [3] Responsible agencies: Redondo Beach, Torrance, LACFCD
- [4] Responsible agencies: Redondo Beach, Torrance, LACFCD, Manhattan Beach
- [5] Responsible agencies: Redondo Beach, Torrance, LACFCD, Manhattan Beach, Hermosa Beach
- [6] Responsible agencies: Redondo Beach, Torrance, LACFCD, Manhattan Beach, Hermosa Beach

Interim and final trash TMDL deadlines and final TMDL deadlines occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 2.

Table 2. Interim (trash) and final TMDL compliance deadlines prior to EWMP approval

TMDL	Milestone	Interim/Final	Deadline
Santa Monica Bay Beaches Bacteria Summer Dry Weather TMDLs	WLAs	Final	07/15/2006
Santa Monica Bay Beaches Bacteria Winter Dry Weather TMDLs	WLAs	Final	07/15/2009
Santa Monica Bay Nearshore Debris TMDL	20% of baseline load	Interim	3/20/2016
Machado Lake Trash TMDL	20% reduction of baseline load	Interim	03/06/2012
	40% reduction of baseline load	Interim	03/06/2013
	60% reduction of baseline load	Interim	03/06/2014
	80% reduction of baseline load	Interim	03/06/2015
	100% reduction of baseline load	Final	03/06/2016

The Beach Cities WMG will continue the implementation of watershed control measures concurrently with the EWMP development to meet these interim and/or final milestones. These control measures being implemented to meet the requirements of the interim and final trash water quality based effluent limits (WQBELs) and all other final WQBELs include but are not limited to the following:

Santa Monica Bay Beaches Bacteria TMDL – Dry Weather

All storm drains discharging at point zero shoreline monitoring locations within the Beach Cities EWMP subwatersheds have been diverted through cooperation with LACFCD and the Sanitation Districts of Los Angeles. A total of seven low flow diversions are operational within the subwatersheds as follows:

- o Two low flow diversions operated by the LACFCD within the 28th Street storm drain system which outfalls at the zero point of SMB 5-2—one of the diversions is at the outfall, and the other is on a major catchment within the City of Manhattan Beach.
- o A low flow diversion is operated at the outfall of the Manhattan Beach Pier drain by the City of Manhattan Beach and serves SMB 5-3.
- o Hermosa Strand Infiltration Trench, a joint project of the City of Hermosa Beach and LACFCD started up in April 2010 and has been diverting both dry weather and wet weather flows from the Pier Avenue storm drain in Hermosa Beach and serves SMB 5-5.
- o Herondo low flow diversion installed by the LACFCD diverts runoff from the Herondo storm drain which outfalls at the zero point of SMB 6-1.

- A low flow diversion installed by the City of Redondo Beach on the outlet to SMB-6-3 diverts dry weather flow to a biofiltration system before being infiltrated into the ground.
- A low flow diversion installed by the LACFCD on the outlet to SMB-6-5 diverts dry weather flows to the sanitary sewer system.

Santa Monica Bay Nearshore and Offshore Debris TMDL

Each of the Beach Cities WMG incorporated cities has individually submitted a Trash Monitoring and Reporting Plan to the LARWQCB describing an approach and schedule for meeting the interim and final deadlines for reductions in trash waste load allocation from baseline for point source discharges from the MS4. The Beach Cities WMG agencies are individually responsible for meeting those deadlines for point source discharges from the MS4.

Machado Lake Trash TMDL TMRPs

Only the cities of Redondo Beach and Torrance within the Beach Cities WMG are tributary to the Machado Lake subwatershed within the Dominguez Channel Watershed. The City of Redondo Beach accounts for only 0.02% of the Machado Lake Watershed and there are no catch basins within the City of Redondo Beach tributary to Machado Lake—the first catch basin which receives runoff for that area of Redondo Beach is in the City of Torrance. Therefore, the City of Torrance’s plans to address the Machado Lake TMDLs are inclusive of the City of Redondo Beach. The City of Torrance submitted a Trash Monitoring and Reporting Plan to describe the approach and schedule for meeting the interim and final deadlines for reductions in trash waste load allocations from baseline for point source discharges from the MS4.

4. Geographic Scope (Section VI.C.4.b.iii.(1))

The geographic scope of the Beach Cities WMG EWMP encompasses all of the incorporated areas of the cities of Redondo Beach, Manhattan Beach, Hermosa Beach and Torrance and includes the infrastructure of the LACFCD within those jurisdictions. Attachment 1 provides a map of the watershed boundaries and the delineations of the land areas of the incorporated cities within the watershed. The breakdown of the Beach Cities WMG EWMP area by watershed and incorporated city is provided in Table 3.

Table 3. Beach Cities WMG EWMP watershed land area distribution and EWMP participation

Participation Agency	Santa Monica Bay Watershed Management area (acres)	Dominguez Channel Watershed Management area (acres)	Total EWMP Area (acres)	Total EWMP Percentage
City of Redondo Beach	2,613.50	1,217.61	3,831.11	19%
City of Manhattan Beach	2,078.37	350.07	2,428.44	12%
City of Hermosa Beach	831.51	0	831.51	4%
City of Torrance	2,313.76	11,056.79	13,370.55	65%
LACFCD	N/A	N/A		N/A
Area of Beach Cites WMG EWMP:	7,837.14	12,624.47	20,461.61	100%

5. Plan Concept (Section VI.C.4.b.iii.(1))

Based on studies and work done to date, the Beach Cities WMG has previously identified opportunities for regional projects within two high priority subwatersheds and anticipates that significant opportunities exist within the collective jurisdictional areas for collaboration on additional multi-benefit projects that will meet the intent of the EWMP approach. The Beach Cities WMG strong preference is to address both watersheds to which they are tributary within one EWMP.

Santa Monica Bay Watershed

The agencies of the Beach Cities have been working together since 2004 to implement the previously developed Jurisdictional Groups 5 and 6 Implementation Plan for the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TMDL), including a Structural Best Management Practice (BMP) Siting Study and Dry Weather Source Characterization and Control Study for two high priority subwatersheds, along with joint implementation of programmatic solutions. Since 2004 the Beach Cities have also been jointly funding receiving water monitoring consistent with the Coordinated Shoreline Monitoring Plan for the Santa Monica Bay Beaches Bacteria (SMBBB) TMDL along the shoreline of the Beach Cities WMG. These ongoing efforts by the Beach Cities WMG to comply with the SMBBB TMDL will provide an effective springboard for the development of an EWMP.

Additionally, the agencies have submitted individual Trash Monitoring and Reporting Plans (TMRPs) for the Santa Monica Bay Debris TMDL.

Dominguez Channel Watershed

The cities of Redondo Beach, Manhattan Beach, Torrance and the LACFCDF facilities within these cities are also tributary to the Dominguez Channel watershed. With the exception of the development of the City of Torrance Stormwater Quality Master Plan, there has not been extensive work to address the pollutants of the Dominguez Channel primarily because the TMDLs for Dominguez Channel were only recently approved by the State Water Resources Control Board. The EWMP for the Beach Cities WMG will leverage elements of the City of Torrance Stormwater Quality Master Plan to address the Dominguez Channel Watershed aspects of the Beach Cities EWMP. Due to the strong working relationship established among these agencies to implement the Santa Monica Bay Beaches Bacteria TMDLs, collaboration among these agencies to develop an EWMP that also addresses the Dominguez Channel Watershed is likely to yield a successful partnership.

The cities of Redondo Beach, Torrance and the LACFCDF facilities within the Beach Cities Watershed Management Group are also tributary to the Machado Lake watershed within the Dominguez Channel Watershed. The City of Redondo Beach accounts for only 0.02% of the Machado Lake Watershed and storm drains within the City of Torrance receive runoff from this small area of Redondo Beach. Therefore, the City of Torrance's plans to address the Machado Lake TMDLs are inclusive of the City of Redondo Beach. To date, the City of Torrance has submitted a Special Study #3 Report for Machado Lake Nutrient TMDL monitoring. The City of Torrance is also preparing a BMP Implementation Plan to address Machado Lake Nutrient and Toxics TMDLs. The LACFCDF has also submitted the "Machado Lake Nutrient & Toxics TMDL Monitoring & Reporting Plan. The Beach Cities WMG EWMP will incorporate the

Machado Lake BMP Implementation Plans prepared by the City of Torrance and LACFCD as an appendix to the EWMP.

6. Cost estimate for plan development (Section VI.C.4.b.iii.(2))

The Beach Cities WMG agencies collaboratively prepared a scope of work and requested proposals for development of the EWMP Work Plan, the CIMP and the draft and final EWMP. Based on the response to the request for proposals, the Beach Cities WMG is developing a cost sharing agreement for the memorandum of agreement based on an estimate of \$760,000 which includes \$90,000 for the Work Plan, \$155,000 for the CIMP, and \$439,000 for the EWMP with an additional allocation of \$76,000 for project administration by the lead agency. This estimate is based on a number of assumptions including that the CIMP and EWMP will leverage the existing Santa Monica Bay Beaches Bacteria TMDL Implementation Plan and Coordinated Shoreline Monitoring Plan work to-date. An additional key assumption for this cost estimate is that the City of Torrance Machado Lake TMDL Monitoring and Implementation Plans will be incorporated as stand-alone appendices to the EWMP and CIMP so that effort for the Machado Lake subwatershed of the Dominguez Channel is excluded from the cost estimate since it is being borne individually by the City of Torrance. In addition, the Beach Cities WMG agencies will contribute several hundred thousand of dollars in staff time and in-kind services.

7. Memorandum of Understanding (Section VI.C.4.b.iii.(3))

Attachment 2 includes the final drafts of the Memoranda of Understanding between the City of Redondo Beach, as the lead agency, and the other Beach Cities WMG agencies. All agencies have committed to the execution of the agreement as indicated by the signed letters of intent (Attachment 3). The agreement will be executed no later than December 28, 2013.

8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))

Table 4 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development which are based on the scope of work for developing the Work Plan, CIMP, and EWMP prepared by the Beach Cities WMG. Technical memoranda supporting the development of the plans are utilized as milestones. It is expected that the draft technical memos will not be finalized; rather, the information presented in the memos will be revised based on comments and presented in the Work Plan, CIMP, and EWMP Plan.

Table 4. Proposed interim milestones and deadlines for plan development

	• Milestones Deadlines
Work Plan	
Draft Workplan Elements/Approach	• March 2014
<ul style="list-style-type: none"> • Identification of Water Quality Priorities • Existing and Potential Control Measures • Reasonable Assurance Analysis Approach 	
Draft Work Plan	• April 2014
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Plan	
Draft Technical memos	

<ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	<ul style="list-style-type: none"> • March 2014
Draft CIMP	<ul style="list-style-type: none"> • April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
Enhanced Watershed Management Program	
Draft Technical memos	
<ul style="list-style-type: none"> • Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs • Initial list and screening of regional projects • Identify Selected Watershed Control Measures and Conduct Reasonable Assurance Analysis • Project schedules and cost estimates 	<ul style="list-style-type: none"> • March 2015
Draft EWMP	<ul style="list-style-type: none"> • May 2015
Final Draft EWMP submitted to the LARWQCB	June 2015
Final EWMP submitted to the LARWQCB	January 2016
Approval of final EWMP by LARWQCB	April 2016

9. Structural BMP Implementation (Section VI.C.4.b.iii.(5))

The Beach Cities WMG commits to implement the following structural BMPs or suite of BMPs to provide meaningful water quality improvement within each watershed within 30 months of the effective date of the MS4 Permit, that is, between the MS4 Permit effective date of December 28, 2013 and the deadline for EWMP submittal on June 28, 2015. The Beach Cities WMG plans to implement the following structural BMPs or suite of BMPs:

Manhattan Beach Greenbelt Infiltration System

The Manhattan Beach Greenbelt Infiltration project was designed to utilize the linear greenbelt parkland which runs through the City of Manhattan Beach to intercept and infiltrate dry weather and wet weather low flows from existing storm drains that cross or abut the parkway. Low flows from a 50-acre drainage area are screened to remove trash and gross solids before flowing by gravity to a subsurface infiltration system which also provides limited storage of storm flows for subsequent percolation into the sandy soils below the greenbelt. The Greenbelt Low Flow Infiltration system was designed to effectively divert dry-weather and wet-weather low flows from the storm drain system year round. The project construction was recently completed on February 19, 2013, within the 30 month period required as discussed in Section VI.C.4.b.iii of the MS4 Permit. Monitoring of project effectiveness is currently underway and a final report on this project will be available in advance of the EWMP submittal deadline.

Torrance Stormwater Basin Recharge and Enhancement Project

The Torrance Stormwater Basin Recharge and Enhancement Project will retrofit three existing detention basins serving 1,453 acres of drainage area in total within the City of Torrance. The project will utilize a number of BMPs in order to conserve water, recharge the aquifer, create critical habitat, and improve stormwater quality that discharges into the Santa Monica Bay, and eliminate non-stormwater discharges to the Dominguez Channel. Historically, the basins have provided temporary detention for stormwater

and urban runoff—during the winter period discharge from this system has been pumped to the Herondo Storm Drain which discharges to the Santa Monica Bay, while the summer period flows from the system have been pumped to a storm drain discharging to the Dominguez Channel. This Stormwater Basin Recharge and Enhancement project proposes significant advances over the current system by providing wetland treatment of stormwater and non-stormwater runoff at the detention basins, recharging vitally needed groundwater supplies, and sustaining wetland habitat during the dry season in the basins. The project will enable the elimination of discharges to Dominguez Channel and will reduce the winter wet weather discharge to the Santa Monica Bay from this system. The project budget is \$4.4 million and construction is scheduled for Summer 2013.

The scope of the project includes:

Amie Basin [463 acre tributary area]:

1. Construction of a 2-acre wetland for storm water treatment. Clearing and grubbing of non-native plants and re-planting with native and wetland-suitable plants and trees.
2. Installation of a one-horsepower, energy-efficient submersible sump pump and 500 linear feet of irrigation pipelines to circulate and oxidize the storm water, provide UV exposure to eliminate bacteria, and promote wetland growth.
3. Installation of trash screens on all catch basins in the watershed to trap and remove solid waste from flowing into the basins from the stormwater inlets.
4. Replacement of pumps and controls for the Amie Basin Pump Station.

Henrietta Basin [594 acre tributary area]:

1. The construction of a 1.5-acre wetland for storm water treatment. Clearing and grubbing of non-native plants and re-planting with native and wetland-suitable plants and trees.
2. Construction of a 1.5 acre infiltration area which will be located at the south end of the basin.
3. Installation of an energy-efficient, one-horsepower submersible sump pump and 500 linear feet of irrigation pipelines to circulate and oxidize the water, provide UV exposure to eliminate bacteria, and promote wetland growth.
4. Installation of trash screens on all catch basins in the watershed to trap and remove solid waste from flowing into the basin from the stormwater inlets.

Entradero Basin [463 acre tributary area]:

1. The construction of a 15,031-square-foot infiltration area.

2. Installation of trash screens on all catch basins in the watershed to trap and remove solid waste from flowing into the basin from the stormwater inlets.
3. Installation of the new biofiltration swale next to the dog training area to capture and treat runoff from this specific area of the public park site and pet waste stations at trail heads.
4. Installation of 1,800 linear feet of irrigation pipeline and fittings to provide recycled water irrigation to the ball fields and native landscaped areas.

Accelerated Implementation of Machado Lake Trash TMDL

The City of Torrance is conducting accelerated implementation of the Machado Lake Trash TMDL by installing 631 Automatic Retractable Screens and 2,000 ‘no parking’ signs as well as a program of outreach and education. The screens will prevent trash from being carried into Machado Lake from urban runoff and storm drain flows, and the ‘no parking’ signs are to improve the effectiveness of street sweeping operations and the effectiveness of the Automatic Retractable Screens. The project will have multiple benefits because eliminating trash and plant debris from the storm drains will reduce the growth of bacteria and enhanced street sweeping will reduce sediment and nutrients bound in plant debris from being transported through the storm drains. The project is scheduled for construction in Fall of 2013 which is 2.5 years in advance of the March 2016 deadline for achieving zero trash discharge to Machado Lake.

10. LID ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1))

Table 5 summarizes the status of Low Impact Development (LID) ordinances by the various Beach Cities WMG agencies. As presented in Table 5, greater than 50% of the land area within the geographic scope of the EMWP is addressed by LID ordinances that are in draft.

Table 5. Summary of percent EWMP area addressed by LID ordinances

EWMP agency	% EWMP area	Status LID ordinance
City of Redondo Beach	19	Draft LID Ordinance
City of Manhattan Beach	12	Draft LID Ordinance
City of Hermosa Beach	4	Draft LID Ordinance
City of Torrance	65	Draft LID Ordinance
LACFCD	N/A	N/A
Total	100	

Status Descriptions:

- Draft Ordinance – Permittee has completed or will complete by June 28, 2013 the development of a draft LID Ordinance that is in compliance with the MS4 Permit for its portion in the watershed.

11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))

Table 6 summarizes the status of green street policies by the various Beach Cities WMG agencies. As presented in Table 6, greater than 50% of the land area within the geographic scope of the EMWP is addressed by green streets policies that are in place or in draft.

Table 6. Summary of percent EWMP area addressed by Green Street policies

EWMP agency	% EWMP area	Status Green Street Policies
City of Redondo Beach	19	Draft policy
City of Manhattan Beach	12	Draft policy
City of Hermosa Beach	4	In Place
City of Torrance	65	Draft policy
LACFCD	N/A	N/A
Total	100	

Status Descriptions:

- In Place – Permittee has an existing policy for its portion of the watershed.
- Draft Policy – Permittee has completed or will complete by June 28, 2013 the development of a draft Green Street Policy that is in compliance with the MS4 Permit for its portion in the watershed.

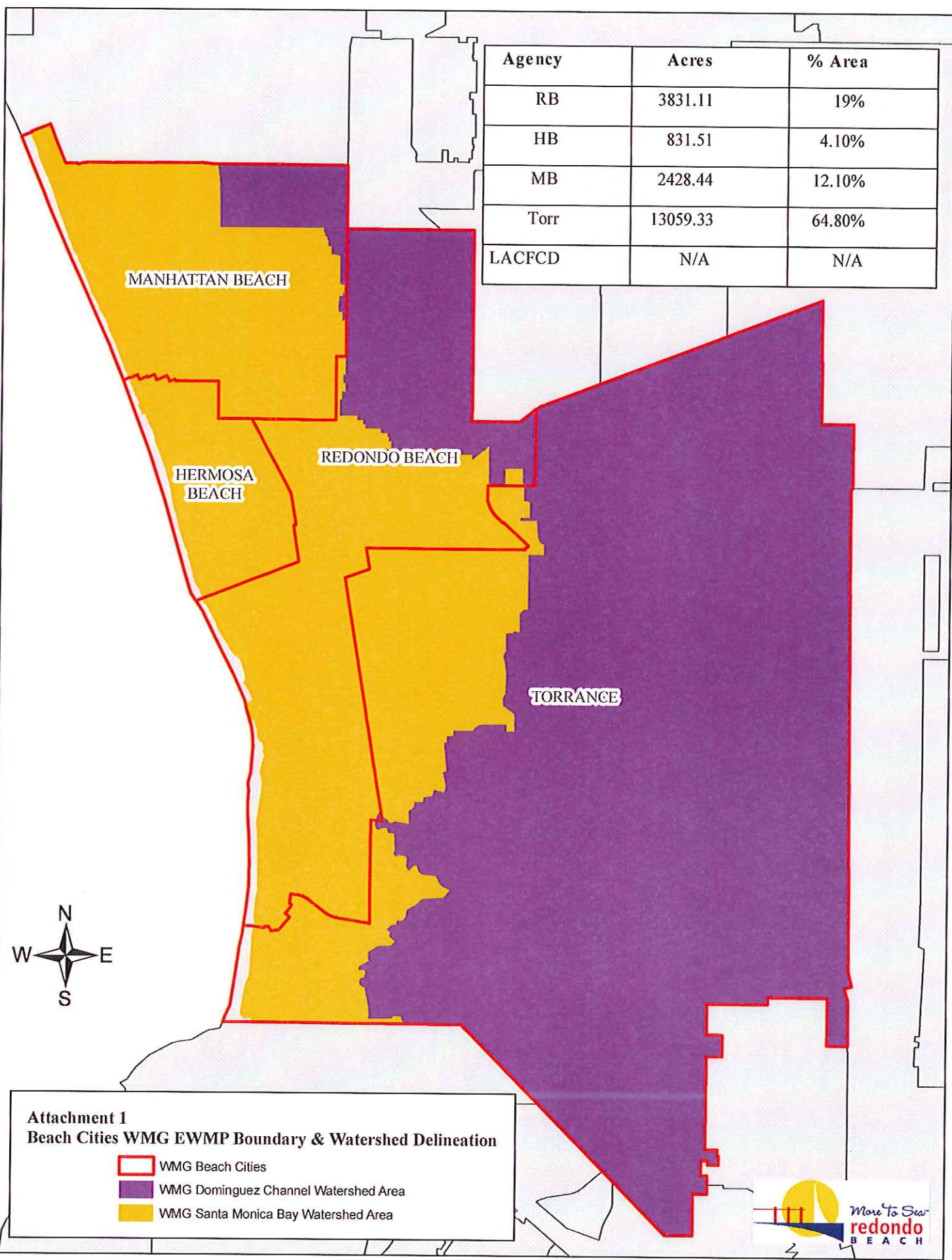
Attachment 1. Beach Cities WMG EWMP Boundary and Watershed Delineation

Attachment 2. Draft Memorandum of Understanding

Attachment 3. Letters of Intent

ATTACHMENT 1

Agency	Acres	% Area
RB	3831.11	19%
HB	831.51	4.10%
MB	2428.44	12.10%
Torr	13059.33	64.80%
LACFCD	N/A	N/A



Attachment 1
Beach Cities WMG EWMP Boundary & Watershed Delineation

- WMG Beach Cities
- WMG Dominguez Channel Watershed Area
- WMG Santa Monica Bay Watershed Area



ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF
MANHATTAN BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE
ENHANCED WATERSHED MANAGEMENT PROGRAM AND THE COORDINATED
INTEGRATED MONITORING PROGRAM FOR THE SANTA MONICA BAY WATERSHED
AND THE DOMINGUEZ CHANNEL WATERSHED

This Memorandum of Understanding (MOU), is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH, a body corporate and politic, THE CITY OF HERMOSA BEACH, a body corporate and politic, THE CITY OF MANHATTAN BEACH, a body and politic, THE CITY OF TORRANCE, a municipal corporation, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a political subdivision of the State of California. 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 Municipal Separate Storm Sewer System (MS4 Permit); and

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

WHEREAS, the City of Redondo Beach, the City of Hermosa Beach, the City of Manhattan Beach, the City of Torrance, and the LACFCD hereto and made part of the MOU, have agreed to collaborate on the compliance of certain elements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant to assist the PARTIES with compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES propose for the Consultant to prepare and deliver a Final Work Plan, Draft Enhanced Watershed Management Program (EWMP) plan, Draft and Final Coordinated Integrated Monitoring Plan (CIMP), and the Final EWMP plan (All of the aforementioned are herein referred to as PLANS) in compliance with certain elements of the MS4 Permit, at a total cost of \$760,000; and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation on Exhibit A; and

WHEREAS, the CITY OF REDONDO BEACH will act on behalf of the PARTIES in the preparation of the PLANS; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises herein contained, it is hereby agreed as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal, to the Regional Board, of the PLANS.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is a voluntary entered into for the purpose of preparing and submitting to the Regional Board the PLANS.

Section 5. Terms: This MOU shall become effective on the date of the final execution by the PARTIES or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until the Regional Board's final approval date of the last outstanding portion of the PLANS.

Section 6. Assessment for Proportional Cost for PLANS. The PARTIES agree to pay the City of Redondo Beach for preparation and delivery of the PLANS in the amounts shown in Table (1a), Table (1b) and Table (1c) of Exhibit A, based on the cost allocation formula shown in Table (2) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Redondo Beach will annually invoice the PARTIES upon execution of this MOU as shown in Table (3) of Exhibit A, based on the allocated cost for developing the Plan and the project administration and management costs at a percentage not to exceed 10% of the allocated costs for development of the Plan. At the end of each fiscal year, the City of Redondo Beach will provide the Agencies with a Statement with the actual expenditures. Unexpended cost at the termination of this MOU will be reimbursed to the PARTIES. All funding shall apply to the PLANS, and shall not be used for any activities not included in the PLANS. Any cost to be invoiced above this sum will require an amendment to this MOU. If for any reason certain aspects of the PLANS are not implemented, the cost sharing formula shall be proportionately adjusted to reduce the fund contribution of the Party or Parties that otherwise would have contributed an amount in connection with the work that would have been completed.

Section 7. City of Redondo Beach Agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the PLANS. The CITY OF REDONDO BEACH will be compensated for the administration and management of the Consultant contract as described in Exhibit A.
- b. To utilize the funds deposited by the PARTIES only for the administration of the Consultant contract, project management, and the preparation and completion of the PLANS.

- c. To provide the PARTIES with an electronic copy and one hard copy of the completed PLANS.
- d. To provide an accounting at the termination of the MOU or cancellation thereof and return the unused portion of all funds deposited with the CITY OF REDONDO BEACH using the cost allocated formulas used in Exhibit A.
- e. To notify the PARTIES if the actual cost of the preparation of the PLANS will exceed the cost estimates shown on Exhibit A and obtain approval of the increase from the PARTIES prior to executing extra work, or work associated with a changed Scope of Work. Upon approval of the cost increase by the PARTIES, the CITY OF REDONDO BEACH will invoice the PARTIES per cost allocation formulas on Exhibit A.

Section 8. THE PARTIES Further Agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, informing administration and council.
- b. To fund the cost of the preparation and delivery of the PLANS and to pay the CITY OF REDONDO BEACH for the preparation and delivery of the PLANS based on the cost allocation shown on Exhibit A.
- c. To grant access rights and entry to the Consultant, on an as-needed basis during the terms of this MOU to the PARTY'S facilities (i.e., storm drains, channels, catch basins, properties, etc.) (FACILITIES) to achieve the purpose of this MOU. Prior to exercising said right of entry, the CITY OF REDONDO BEACH or their Consultant shall provide written notice to the PARTIES at least 72 hours in advance. For the purpose of this provision, written notice shall include notice delivered via e-mail that has been delivered to the PARTIES' representative identified in Exhibit B. The PARTIES are, and shall at all times remain as to each other, wholly independent entities.
- d. 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 B attached hereto and incorporated herein by reference.
- e. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- f. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. In any portion of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, 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.
- h. 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 3.
- i. 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.

- j. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.

Section 9. Invoice and Payment

- a. Payment: The PARTIES shall reimburse the CITY OF REDONDO BEACH for their proportional share cost preparation and delivery of PLANS and project administration and management cost as shown in Table (1b) and Table (1c) of Exhibit A within thirty (30) days of the invoice from the CITY OF REDONDO BEACH.
- b. Invoice: The CITY OF REDONDO BEACH will invoice PARTIES as shown in Table (3) of Exhibit A.
- c. Late Payment Penalty: Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum by law.

Section 10. Indemnification

To the fullest extent permitted by law, the CITY OF HERMOSA BEACH, the CITY OF MANHATTAN BEACH, the CITY OF TORRANCE, the LACFCD and the CITY OF REDONDO BEACH agree to save, indemnify, defend, and hold harmless each other 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 Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by MOU between the PARTIES or a court of competent jurisdiction, the PARTY responsible for liability to the other will indemnify the other PARTY to this MOU for the percentage of liability determined.

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 Agreement 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 each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY 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 11. Termination or Amendment

- a. This MOU may be terminated by a PART(IES) pursuant to the mutual agreement of all PARTIES. If the MOU is terminated, 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 all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

- b. If a substantial change is made to the MS4 Permit with regards to compliance through EWMP or CIMP, this MOU may be amended through mutual agreement of all PARTIES, in the manner of original execution.
- c. If a PARTY fails to comply with any of the terms of conditions of this MOU that PARTY shall have rights to work completed through the MOU up to the time in which the PARTY'S non-compliance is known and forfeit its rights to work completed after the point of non-compliance.

Section 12. 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 Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purpose of this MOU, the PARTIES hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c. Relationship to PARTIES. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligations, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.
- f. 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.
- g. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

- h. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- i. Entire MOU. This MOU constitutes the entire MOU of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether written or oral, with respect hereto.
- j. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall be not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- l. 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.

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

DRAFT

CITY OF REDONDO BEACH

Date: _____

By: _____
Steve Aspel, Mayor

ATTEST:

By: _____
Elenore Manzano, City Clerk

APPROVED AS TO FORM

By: _____
Mike Webb, City Attorney

DRAFT

CITY OF HERMOSA BEACH

Date: _____

By: _____
Patrick Bobko, Mayor

ATTEST:

By: _____
Elaine Doerfling, City Clerk

APPROVED AS TO FORM

By: _____
Michael Jenkins, City Attorney

DRAFT

CITY OF MANHATTAN BEACH

Date: _____

By: _____
[INSERT NAME], Mayor

ATTEST:

By: _____
[INSERT NAME], City Clerk

APPROVED AS TO FORM

By: _____
[INSERT NAME], City Attorney

DRAFT

CITY OF TORRANCE

Date: _____

By: _____
Frank Scotto, Mayor

ATTEST:

By: _____
[INSERT NAME], City Clerk

APPROVED AS TO FORM

By: _____
[INSERT NAME], City Attorney

DRAFT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____
Chief Engineer

APPROVED AS TO FORM:

By: _____
John F. Krattli, County Counsel

By: _____
Deputy

Date: _____

DRAFT

EXHIBIT A
BEACH CITIES
EWMP/CIMP GROUP
Funding Contributions

DRAFT

TABLE 1a. TOTAL COST

Item		Total Cost
Contract Cost	(a)	\$760,000
RB Contract Management Fee (10%)	(b)	\$76,000
Sub-Total Cost	(a) + (b) = (c)	\$836,000
LACFCD Allocation (10%) [1]	(c) x 10% = (d)	\$83,600
TOTAL COST TO BE DISTRIBUTED	(c) - (d) = (e)	\$752,400
Santa Monica Watershed [2]		\$376,200
Dominguez Channel Watershed [2]		\$376,200

Notes

[1] The Los Angeles County Flood Control District (LACFCD) has committed to contributing 10% of the Total Cost for their share in the development of the plans.

[2] Using tributary land areas, the two watersheds were estimated to have an even split.

TABLE 1b. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Santa Monica Bay Watershed					
Agency	Acres	Adjustment [3]	Percent of Area	Distributed Total Cost	
City of Redondo Beach [3]	2,613.50	2,540.90	33%	\$124,146.00	
City of Hermosa Beach	831.51	811.46	11%	\$41,382.00	
City of Manhattan Beach [3]	2,078.37	2,040.02	26%	\$97,812.00	
City of Torrance	2,313.76	2,313.76	30%	\$112,860.00	
TOTAL	7,837.14	7,706.14	100%	\$376,200.00	

Notes:

[3] Adjustments were made to Redondo Beach and Manhattan Beach to subtract the acreage of the Wylie Sump.

TABLE 1c. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Dominguez Channel Watershed					
Agency	Acres	Adjustment [4] [5]	Percent of Area	Distributed Total Cost	
City of Redondo Beach	1,217.61	1,215.97	17%	\$63,954.00	
City of Hermosa Beach	0.00	0.00	0%	\$0.00	
City of Manhattan Beach	350.07	350.07	5%	\$18,433.80	
City of Torrance	11,056.79	5,578.31	78%	\$293,812.20	
TOTAL	12,624.47	7,144.35	100%	\$376,200.00	

Notes

[4] Adjustments were made to Redondo Beach and Torrance to subtract the acreage of Machado Lake.

[5] Adjustment was made to Torrance to subtract the acreage of the Ocean and Bishop Montgomery basins.

TABLE 1d. DISTRIBUTION OF TOTAL COST AMONG PARTICIPATING AGENCIES

Combined Santa Monica Bay and Dominguez Channel Watershed					
Agency	Acres	Adjusted Acres	Percent of Area	Distributed Total Cost	
City of Redondo Beach	3,831.11	3,756.87	19%	\$188,100.00	
City of Hermosa Beach	831.51	811.46	4%	\$41,382.00	
City of Manhattan Beach	2,428.44	2,390.09	12%	\$116,245.80	
City of Torrance	13,370.55	7,892.07	65%	\$406,672.20	
LACFCD	N/A	N/A		\$83,600.00	
TOTAL	20,461.61	14,850.49	100%	\$836,000.00	

EXHIBIT A
BEACH CITIES
EWMP/CIMP GROUP
Funding Contributions

DRAFT

Table 2. Cost Allocation Formula

AGENCY Cost = Total EWMP&CIMP Cost X Agency Percent of Area

EXHIBIT A
BEACH CITIES
EWMP/CIMP GROUP
Funding Contributions

DRAFT

Table 3. Invoice Schedule

Agency	Agency Cost	Deposit Schedule	
	Total Cost	Jan 1, 2014	Jan 1, 2015
City of Redondo Beach	188,100.00	94,050.00	\$94,050.00
City of Hermosa Beach	41,382.00	20,691.00	\$20,691.00
City of Manhattan Beach	116,245.80	58,122.90	\$58,122.90
City of Torrance	406,672.20	203,336.10	\$203,336.10
LACFCD	83,600.00	41,800.00	\$41,800.00
TOTAL	836,000.00	418,000.00	\$418,000.00

EXHIBIT B

**BEACH CITIES WMG
EWMP/CIMP GROUP
Responsible Agencies Representative**

1. City of Redondo Beach
Department of Public Works, Engineering Division
415 Diamond Street
Redondo Beach, CA 90266

Elaine Jeng, P.E.
E-mail: elaine.jeng@redondo.org
Phone: (310) 318-0661 x2279
Fax: (310) 374-4828

2. City of Hermosa Beach
Department of Public Works
1315 Valley Drive
Hermosa Beach, CA 90254

Frank Senteno, P.E.
E-mail: fsenteno@hermosabch.org
Phone: (310) 318--0238
Fax: (310) 937-5015

3. City of Manhattan Beach
Department of Public Works
1400 Highland Avenue
Manhattan Beach, CA 90266

Raul Saenz
E-mail: rsaenz@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

5. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue

Alhambra, CA 91803

Gary Hildebrand

E-mail: ghildeb@dpw.lacounty.gov

Phone: (626) 458-4300

Fax: (626) 457-1526

DRAFT

ATTACHMENT 3



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2013

IN REPLY PLEASE
REFER TO FILE: **WM-7**

Mr. Samuel Unger, P.E., Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUPS 5 AND 6 AND
THE DOMINGUEZ CHANNEL WATERSHED WITHIN THE CITIES OF
MANHATTAN BEACH, REDONDO BEACH, AND TORRANCE
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for Jurisdictional Groups 5 and 6 within the Santa Monica Bay Watershed and the Dominguez Channel Watershed within cities of Manhattan Beach, Redondo Beach, and Torrance, collectively the Beach Cities Watershed Management Group. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit) and the CIMP requirements of Section IV.C.1 of Attachment E of the Municipal Separate Storm Sewer System Permit.

The Beach Cities Watershed Management Group consists of the following agencies: City of Redondo Beach as the coordinating agency for EWMP and CIMP development, LACFCD, and cities of Hermosa Beach, Manhattan Beach, and Torrance. The Beach Cities Watershed Management Group has included a final draft Memorandum of Understanding as Attachment 2 of the Notice of Intent. The LACFCD intends to submit a final Memorandum of Understanding to the County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact Ms. Terri Grant at (626) 458-4309 or
tgrant@dpw.lacounty.gov.

Very truly yours,



W GAIL FARBER

Chief Engineer of the Los Angeles County Flood Control District

RP:jht

P:\wmpubl\Secretarial\2013 Documents\Letter\LOI Santa Monica Bay J 5&6 LACFCD.doc\C13236

cc: City of Hermosa Beach
City of Manhattan Beach
City of Redondo Beach
City of Torrance

CITY OF HERMOSA BEACH
CALIFORNIA



June 28, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Letter of Intent to Develop an Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program in Collaboration with the Beach Cities Watershed Management Group

Dear Mr. Unger;

The City of Hermosa Beach, with this letter, commits to collaborate with the Beach Cities Watershed Management Group in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Beach Cities Watershed Management Group includes: the City of Redondo Beach, the City of Manhattan Beach, the City of Hermosa Beach, the City of Torrance and the Los Angeles County Flood Control District. The CIMP will address all of the required monitoring elements in the MS4 Permit for each of the watersheds to which the City is tributary.

The City of Hermosa Beach further commits to cost share the development of both the Enhanced Watershed Management Program (EWMP) and the Coordinated Integrated Monitoring Program (CIMP). A draft memorandum of agreement has been negotiated among participating representatives of the Group. A final MOU will be presented to the City Council for approval and execution prior to the due date of December 28, 2013.

Should you have any questions, please contact me at (310) 318-0216 or tbakaly@hermosabch.org.

Sincerely,

Tom Bakaly
City Manager



City of Manhattan Beach

Management Services

Phone: (310) 802-5050

FAX: (310) 802-5051

TDD: (310) 546-3501

June 25, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Letter of Intent to Develop an Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program in Collaboration with the Beach Cities Watershed Management Group

Dear Mr. Unger;

The City of Manhattan Beach, with this letter, commits to collaborate with the Beach Cities Watershed Management Group in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Beach Cities Watershed Management Group includes: the City of Redondo Beach, the City of Manhattan Beach, the City of Hermosa Beach, the City of Torrance and the Los Angeles County Flood Control District. The CIMP will address all of the required monitoring elements in the MS4 Permit for each of the watersheds to which the City is tributary.

The City of Manhattan Beach further commits to cost share the development of both the Enhanced Watershed Management Program (EWMP) and the Coordinated Integrated Monitoring Program. A cost sharing formula and draft memorandum of agreement has been negotiated among participating representatives of the Group as to the equitable distribution of costs and responsibilities.

Should you have any questions, please contact Raul Saenz at (310) 802-5315.

Sincerely,

David N. Carmany
City Manager



Steve Aspel
Mayor

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 937-6619
fax 310 379-9268

June 28, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Letter of Intent to Develop an Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program in Collaboration with the Beach Cities Watershed Management Group

Dear Mr. Unger:

The City of Redondo Beach, with this letter, commits to collaborate with the Beach Cities Watershed Management Group in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Beach Cities Watershed Management Group includes: the City of Redondo Beach, the City of Manhattan Beach, the City of Hermosa Beach, the City of Torrance and the Los Angeles County Flood Control District. The CIMP will address all of the required monitoring elements in the MS4 Permit for each of the watersheds to which the City is tributary.

The City of Redondo Beach further commits to cost share the development of both the Enhanced Watershed Management Program (EWMP) and the Coordinated Integrated Monitoring Program. A cost sharing formula and draft memorandum of agreement has been negotiated among participating representatives of the Group as to the equitable distribution of costs and responsibilities.

Should you have any questions, please contact me via email at steve.aspel@redondo.org or via telephone at (310) 372-1171, ext. 2260.

Sincerely,

Steve Aspel



FRANK SCOTTO
MAYOR

CITY OF TORRANCE

June 19, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

SUBJECT: Letter of Intent to Develop an Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program in Collaboration with the South Bay Cities Watershed Management Group

Dear Mr. Unger:

The City of Torrance commits to collaborate with the South Bay Cities Watershed Management Group in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Plan (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175. The South Bay Cities Watershed Management Group includes the following: the City of Redondo Beach, the City of Manhattan Beach, the City of Hermosa Beach, the City of Torrance and the Los Angeles County Flood Control District.

The City of Torrance further commits to sharing costs for the development of both the EWMP and the CIMP with the South Bay Cities Watershed Management Group. An equitable cost sharing formula has been agreed upon by all participating members of the Group.

Should you have any questions, please contact John Dettle, Engineering Manager of the City of Torrance Public Works Department, at (310) 618-3059.

Sincerely,

FRANK SCOTTO
Mayor

/maw

cc: Torrance City Council Members
LeRoy Jackson, City Manager
Robert Beste, Public Works Director
John Dettle, Engineering Manager

Transmittal



To: losangeles@waterboards.ca.gov

PUBLIC WORKS DEPARTMENT

Sam Unger, Executive Officer
Regional Water Quality Control Board, Los Angeles Region
320 4th Street Suite 200
Los Angeles, California 90013

Attention: Rene Purdy

SUBMITTAL OF THE NOTICE OF INTENT FOR DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM FOR THE PENINSULA WATERSHED EWMP AGENCIES.

Attached:

Please find the attached Notice of Intent (NOI) to develop an Enhanced Watershed Management Program (EWMP) for the cities and agencies comprising the Palos Verdes Peninsula Watershed (Peninsula EWMP Agencies). This NOI is prepared on behalf of the Cities of Rancho Palos Verdes, Palos Verdes Estates, and Rolling Hills Estates, the County of Los Angeles, and the Los Angeles County Flood Control District. All agencies have approved this NOI for submission to the Regional Water Quality Control Board, Los Angeles Region. We look forward to working with your staff during the upcoming year in the development of the Enhanced Watershed Management Program.

Please contact me at AndyW@rpv.com or (310)-544-5249 if you have any questions.

Thank you



Andy Winje
Program Chair

Attachment:

Cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
William Johnson, Los Angeles County Department of Public Works
Andy Winje, City of Rancho Palos Verdes
Allan Rigg, City of Palos Verdes Estates
Greg Grammer, City of Rolling Hills Estates
John Hunter, John L. Hunter and Associates
Kathleen McGowan, Geosyntec

Notice of Intent

Peninsula Enhanced Watershed Management Plan (EWMP)

City of Rancho Palos Verdes

City of Palos Verdes Estates

City of Rolling Hills Estates

County of Los Angeles

Los Angeles County Flood Control District

Notice of Intent

Peninsula

Enhanced Watershed Management Program (EWMP)

SECTION 1. PROGRAM TYPE AND PERMITTEES

The Cities of Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills Estates, the County of Los Angeles, and the Los Angeles County Flood Control District (Peninsula EWMP Agencies) are parties to this Notice of Intent (NOI) and are hereby notifying the Los Angeles Regional Water Quality Control Board (Regional Water Board) of their intent to develop an Enhanced Watershed Management Plan (EWMP) for the Peninsula Watershed. This NOI is being submitted in accordance with Part VI.C.4.b.i of Order R4-2012-0175. In accordance with Order R4-2012-0175, the Peninsula EWMP Agencies meet the LID and Green Street conditions and will submit a Work Plan within 18 months of the effective date of the Order (June 28, 2014) and will submit the Draft EWMP within 30 months of the effective date of Order (June 28, 2015). See Table 1 for milestone dates associated with the proposed EWMP.

Table 1: Planning Dates: EWMP Initial Submittals, Revisions, and Approval Dates.

Permit Milestone	Milestone Date	Task
Effective Date of Order	December 28, 2012	-
60 Days from Effective Date	February 26, 2013	Initiate LID Ordinance and Green Streets Policy development
6 months from Effective Date	June 28, 2013	Complete draft of LID Ordinance and Green Streets Policy
18 months from Effective Date	June 28, 2014	Submit EWMP Work Plans
30 months from Effective Date	June 28, 2015	Submit Draft EWMPs
4 months from Draft EWMP	October 2015	Regional Water Board comments on EWMP
3 months from Regional Board Comments	January 2016	Submit Final EWMP
3 months from submission of Final EWMP	April 2016	Regional Board approval of EWMP Begin implementing EWMP

SECTION 2. TOTAL MAXIMUM DAILY LOADS ESTABLISHED WATER QUALITY BASED EFFLUENT LIMITATIONS:

The Peninsula EWMP Agencies are responsible for eight TMDLs. Table 2 lists all applicable TMDLs. Table 3 lists all applicable interim and final trash Water Quality Based Effluent Limitations (WQBELs) and all other final WQBELs occurring prior to EWMP approval.

Table 2: List of TMDLs applicable to the Peninsula EWMP Agencies.

TMDL	LARWQCB Resolution Number	Effective Date and/or Environmental Protection Agency (EPA) Approval Date
Santa Monica Bay Beaches Wet Weather Bacteria TMDL – Group 7	2002-022 Amended by R12-007	July 15, 2003 R12-007 not yet effective
Santa Monica Bay Beaches Dry Weather Bacteria TMDL – Group 7	2002-004 Amended by R12-007	July 15, 2003 R12-007 not yet effective
Santa Monica Bay Nearshore and Offshore Debris TMDL	R10-010	March 20, 2012
Machado Lake Trash TMDL	2007-006	March 6, 2008
Machado Lake Nutrient TMDL	2008-006	March 11, 2009
Machado Lake Pesticides and PCBs (Toxics) TMDL	R10-008	March 20, 2012
Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	R11-008	March 23, 2012
Santa Monica Bay TMDL for DDTs and PCBs	EPA Established	March 26, 2012

Table 3: Applicable Interim and Final Trash WQBELs and all other Final WQBELs and Receiving Water Limitations Occurring Before EWMP Approval (April 2016).

TMDL Order	WQBEL	Interim /Final	Compliance Date
Santa Monica Bay Beaches Dry Weather Bacteria TMDL – Group 7	Compliance with total allowable exceedance days for summer -weather	Final	July 15, 2006
	Compliance with total allowable exceedance days for winter dry-weather	Final	July 15, 2009
Santa Monica Bay Nearshore and Offshore Debris TMDL	Reduce baseline by 20%	Interim	March 20, 2016
Machado Lake Trash TMDL	Reduce baseline by 20%	Interim	March 6, 2012
	Reduce baseline by 40%	Interim	March 6, 2013
	Reduce baseline by 60%	Interim	March 6, 2014
	Reduce baseline by 80%	Interim	March 6, 2015
	Zero Trash	Final	March 6, 2016

SECTION 3. IDENTIFY TMDL CONTROL MEASURES:

The Peninsula EWMP Agencies are responsible for three TMDLs that have interim (trash only) and final WQBELs that occur prior to the anticipated approval of the Program. Table 4 identifies the implementation plans along with the status of those plans. The Peninsula EWMP Agencies will continue their efforts to implement the actions of the TMDL Implementation Plans and develop additional plans.

Table 4: Implementation Plans for Peninsula Watershed TMDLs.

Implementation Plan	Plan status
Santa Monica Bay Beaches Wet Weather Bacteria TMDL Implementation Plan for JG7	Final plan submitted July 15, 2005
Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan	Final plan submitted April 7, 2004

In addition to the implementation plans described above, full capture trash systems will be installed to comply with the Machado Lake Trash TMDL and the Santa Monica Bay Nearshore and Offshore Debris TMDL. See Table 5 for the implementation schedule.

Table 5: Full Capture System Implementation Schedule.

TMDL	Implementation Plan and Control Measures	Status of Implementation
Machado Lake Trash TMDL	Install certified Full Capture Systems to reduce baseline by 60%	Completed
	Install certified Full Capture Systems to reduce baseline by 100%	Completion anticipated by June 2014
Santa Monica Bay Nearshore and Offshore Debris TMDL	Install certified Full Capture Systems to reduce baseline by 20%	Completion anticipated by March 2016

Section 3.1 – Machado Lake Catch Basin Inserts

All city-owned catch basins within the Machado Lake Watershed are planned to be retrofitted with Full Capture Systems to comply with the Machado Lake Trash TMDL. The cities of Rancho Palos Verdes, Palos Verdes Estates, and Rolling Hills Estates have proactively retrofitted approximately 60% of these catch basins within the Peninsula EWMP Agencies' jurisdiction. The remaining 40% of Machado Lake city-owned catch basins will be retrofitted within the 2013-2014 fiscal year using funding provided by the Proposition 84 Round 1 Grant "Machado Lake Trash TMDL" awarded to the city of Torrance.

Section 3.2 – Santa Monica Bay Catch Basin Inserts

The Santa Monica Bay Nearshore and Offshore Debris TMDL requires for the baseline load to be reduced by 20% by March 20, 2016. Each of the involved Peninsula EWMP Agencies plan to install certified Full Capture Systems to address drainage areas within the Santa Monica Bay Watershed to effectively reduce the baseline load by 20% within the required timeline.

SECTION 4. DEMONSTRATION OF MEETING LID ORDINANCE AND GREEN STREET POLICY REQUIREMENTS:

The Peninsula EWMP Agencies have LID ordinances and Green Streets policies in development. Table 6 summarizes the status of the Permittees' LID ordinances and Table 7 summarizes the status of the Peninsula EWMP Agencies' Green Streets policies. More than 50% of the MS4 watershed area that will be addressed by the EWMP is covered by LID ordinances and Green Streets policies.

Table 6: Status of LID Ordinance Coverage of the Peninsula EWMP Agencies.

Permittee	LID Ordinance Status	MS4 Watershed Area for which Permittee is Responsible [square miles]	Percentage of Watershed Area
Rancho Palos Verdes	Draft Ordinance	13.5	60%
Palos Verdes Estates	Draft Ordinance	4.8	21%
Rolling Hills Estates	Draft Ordinance*	3.6	16%
County of Los Angeles	Draft Ordinance	0.7	3%
Los Angeles County Flood Control District	-	-	-
Total MS4 Watershed Area Covered by LID Ordinances		22.6	-
% of MS4 Watershed Area Covered by LID Ordinance)			100%
<p>* City of Rolling Hills Estates utilizes County of Los Angeles contract services and the County's draft LID Ordinance serves as the City's draft LID Ordinance.</p> <p>Status Descriptions:</p> <ul style="list-style-type: none"> Draft Ordinance – Permittee has completed, or will complete by June 28, 2013, the development of a draft LID Ordinance that is in compliance with the requirements of Order R4-2012-0175 for its portion of the MS4 watershed. 			

Table 7: Status of Green Street Policy Coverage of the Peninsula EWMP Agencies.

Permittee	Green Street Policy Status	MS4 Watershed Area for which Permittee is Responsible [square miles]	Percentage of Watershed Area
Rancho Palos Verdes	Draft Policy	13.5	60%
Palos Verdes Estates	Draft Policy	4.8	21%
Rolling Hills Estates	Draft Policy	3.6	16%
County of Los Angeles	Draft Policy	0.7	3%
Los Angeles County Flood Control District	-	-	-
Total MS4 Watershed Area Covered by LID Ordinances		22.6	-
(% of MS4 Watershed Area Covered by LID Ordinance)			100%
<p><i>Status Descriptions:</i></p> <ul style="list-style-type: none"> <i>Draft Policy – Permittee has completed, or will complete by June 28, 2013, the development of a draft Green Street Policy that is in compliance with the requirements of Order R4-2012-0175 for its portion of the MS4 watershed.</i> 			

SECTION 5. GEOGRAPHIC SCOPE OF ENHANCED WATERSHED MANAGEMENT PROGRAM:

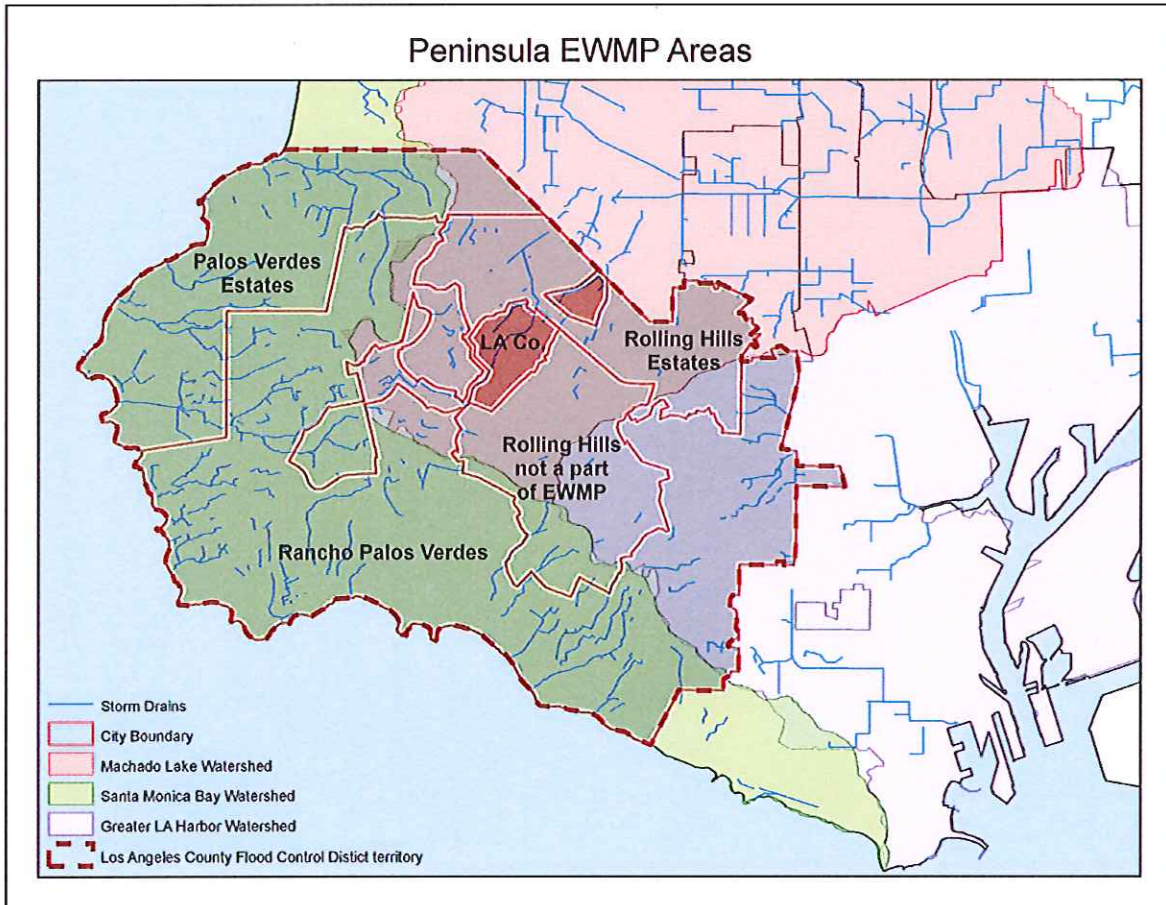


Figure 1: Watershed and Permittee Area Representation.

The geographic scope of the Peninsula EWMP comprises the incorporated Cities of Rancho Palos Verdes, Palos Verdes Estates and Rolling Hills Estates and unincorporated areas of the County of Los Angeles. The Palos Verdes Peninsula is situated in the southwestern portion of Los Angeles County atop the Palos Verdes Hills, which are bounded to the north by Torrance, to the east by the City of Los Angeles, and to the south and west by the Pacific Ocean. The Palos Verdes Peninsula is distinct in topography and land usage when compared with much more densely developed, low-lying neighboring areas. The major land use designation on the Peninsula is residential with significant portions of open space and soft bottom canyons.

A drainage divide dissects the Peninsula from the northeast to the southwest with the westerly portion draining into the Santa Monica Bay and the easterly portion draining to two sub-watersheds within the Dominguez Channel Watershed; the Machado Lake and the Greater LA Harbor sub-watersheds. Drainage from the Peninsula Cities is conveyed via the natural soft bottom canyon systems in conjunction with structured storm drain systems. These systems are intertwined and cross-connected warranting a Peninsula-wide coordinated approach to monitoring and implementation efforts.

The City of Rolling Hills is not currently intending to participate in the EWMP, but will be participating in the Coordinated Integrated Monitoring Program (CIMP) along with the members of the Peninsula EWMP.

Due to the City's unique character and topographic features, the City is developed with single family residences on large estate like lots where low impact development measures are regularly implemented. Therefore, the City has determined that there is no reasonable opportunity for regional or distributed BMPs within the City other than LID implemented on private property; therefore, the City of Rolling Hills has determined to implement the minimum control measures and utilize source control and institutional controls to meet the Permit requirements.

Figure 1 provides a map of the watershed boundaries and notes the jurisdictional boundaries of the Permittees. Although the Peninsula EWMP does not include all jurisdictions within the Palos Verdes Peninsula, all drainage infrastructure operated and maintained by the Los Angeles County Flood Control District within the boundaries shown in Figure 1 will be covered under the EWMP.

Permittees do not have jurisdiction over lands owned by school districts, the State of California, or the Federal government. The Peninsula EWMP area identified by watershed and Permittee is provided in Table 8.

Table 8: Santa Monica Bay Watershed Land Area by Peninsula EWMP Agency.

Permittee	Land Area within Santa Monica Bay Watershed (Square Miles)	Land Area within Machado Lake Watershed (Square Miles)	Land Area within Greater LA Harbor Watershed (Square Miles)	Total EWMP Area
Rancho Palos Verdes	9.35	1.07	3.02	13.5
Palos Verdes Estates	4.35	0.39	0	4.8
Rolling Hills Estates	0.46	2.78	0.34	3.6
County of Los Angeles	0	0.70	0	0.7
Los Angeles County Flood Control District	N/A	N/A	N/A	0
Total	14.2	4.9	3.4	22.6

SECTION 6. PLAN CONCEPT AND INTERIM MILESTONES AND DEADLINES:

The Peninsula EWMP Agencies have collectively developed implementation and Monitoring Plans with strategies to comply with the area's TMDLs. The Peninsula EWMP Agencies will continue to apply strategies set forth by the developed plans as well as build upon the current plans. In addition, the Peninsula EWMP Agencies will re-evaluate the proposed watershed control measures, identify additional regional projects to maximize opportunities for retaining all non-stormwater runoff and stormwater from the 85th percentile, 24-hour storm event, and identify additional watershed control measures for those areas in the watershed that cannot be addressed by a regional project.

The Peninsula EWMP Agencies are comprised mostly of residential land use areas with a geographical setting of multiple hills. The hills in this area pose the greatest challenge in finding an area to implement a regional project, however they also allow for a greater opportunity in a project being fed by gravity rather than pumping water to an infiltration project. For example, the Chandler Quarry pit collects flows from a 707 acre tributary area and has the capacity to retain and infiltrate up to the 50-year storm before discharging to the nearby Project 77 storm drain. This benefit allows for a less expensive, more sustainable regional project.

Table 9 lists interim milestones and deadlines for the Peninsula EWMP.

Table 9: Enhanced Watershed Management Program Interim Milestones and Deadlines.

Milestone	Deadline
Complete draft CIMP	December 2013
Complete internal draft of EWMP Work Plan	March 2014
Compile technical memorandum of water quality priorities	March 2014
Submit final EWMP Work Plan	June 2014
Develop interim numeric milestones for EPA developed TMDLs	August 2014
Conduct initial RAA based on selected watershed control measures	December 2015
Complete internal draft of EWMP	May 2015
Submit draft EWMP to Regional Water Board	June 2015
Submit Final EWMP to Regional Water Board (revised based on Regional Water Board comments)	January 2016

SECTION 7. COST ESTIMATE:

It is estimated that the cost for the Peninsula Watershed EWMP development is \$600,000. In addition, the Peninsula EWMP Agencies will contribute approximately \$18,000 in contract administration costs and thousands of dollars to in-kind services. The additional cost beyond the consultant contractual amount to prepare the EWMP has not been evaluated as it may vary for each participating agency.

SECTION 8. PERMITTEE MEMORANDA OF UNDERSTANDING:

A copy of the final draft Memoranda of Understanding (MOU) between the Cities of Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills Estates, the County of Los Angeles, and the Los Angeles County Flood Control District is included in Attachment A. All agencies have committed to participation in the EWMP through signed letters of intent located in Attachment B. The agreement will be executed before December 28, 2013.

SECTION 9. COMMITMENT TO IMPLEMENT A STRUCTURAL BMP OR SUITE OF BMPS:

The Permittees listed in Table 10 will implement the identified structural BMP or suite of BMPs to fulfill the obligations under Part VI.C.b.iii.

Table 10: Structural BMPs to be Implemented in the Peninsula EWMP Watersheds.

Watershed	Structural BMP or Suite of BMPs to be Implemented	Planned Implementation Date
Dominguez Channel Watershed	Model Equestrian Center	Completion anticipated by June 2015
Santa Monica Bay Watershed	San Ramon Canyon Stormwater Flood Reduction Project	Completion anticipated by June 2015

Section 9.1 – Model Equestrian Center

The Model Equestrian Center project will use the existing municipal Peter Weber Equestrian Center, a seven and one-half (7.5) acre facility that houses 116 horses, to create a public demonstration site for environmentally sustainable horse-keeping practices while improving the quality of stormwater and other runoff. This project will be divided into two parts.

Part A of this project will involve retrofits of existing facilities. The existing equestrian facilities will be retrofitted to improve drainage and stormwater runoff quality. These retrofits will include downspout redirection, drainage correction from existing horse stalls, bioswale or similar water quality treatment system installation, cover for daily manure storage, and drainage improvements to existing arenas and the overall site. Water quality will be improved by providing a permanent cover for daily manure storage, directing runoff away from areas where horses are kept, and bioswales will provide stormwater treatment by filtering large particles in the swale and removing smaller particles and associated contaminants through the bioretention portion provided by the vegetation.

Part B of this project involves new construction. A new 15,000 square-foot barn and associated improvements will be constructed on the 2.5 acre northwest portion of the site. Key water quality features will include a covered horse wash area with wash water captured and reused for subsurface irrigation to maintain appearance of habitat buffers and treatment bioswales, manure management to control vectors, odors and runoff, and a cistern or rain barrels to collect rainfall from the barn roof for use in irrigation. In addition, the facility will utilize Low Impact Development (LID) and green building techniques, integrated pest management through structural design, and equine-safe native and drought-proof plant buffers.

Both parts of the project, the new facility and the retrofit, will be designed to demonstrate BMPs that can be easily replicated at private stables. Interpretive signage will demonstrate and educate the equestrian community on how the BMPs protect and improve stormwater quality. This signage will be installed to educate horse boarders and visitors on the specific BMPs integrated into the facilities and on the site.

Section 9.2 – San Ramon Canyon Stormwater Flood Reduction Project

The San Ramon Canyon is located in the southeastern corner of the city of Rancho Palos Verdes. The canyon provides a natural drainage course for areas near Palos Verdes Drive East. Due to the geographical characteristics of the canyon, landslide induced rock and soil deposits in the canyon bottom are transported during heavy rainfall events. This creates flooding of the roadway, overwhelming existing drainage facilities, endangering nearby roadway integrity and threatening downstream residents. The San

Ramon Canyon Stormwater Flood Reduction Project, estimated to cost approximately twenty million dollars (\$20,000,000), involves significant drainage restoration work to stabilize Palos Verdes Drive East and Palos Verdes Drive South.

According to the Project Study Report for the San Ramon Canyon project, the canyon is capable of producing over 5,400 cubic yards of debris and sediment. The effects of sediment in stormwater runoff on receiving water quality are both environmentally and economically costly. Sediment laden runoff can adversely affect water quality physically, chemically, and biologically. The sediment that is transported by stormwater runoff can carry organic matter, animal wastes, heavy metals, nutrients and pesticides. All of these pollutants bind to sediment particles and can pose significant threats to the quality of downstream waters. Substantial impacts from heavy sediment loading can range from direct effects on aquatic ecosystems such as increased turbidity and algal blooms, to indirect threats to human health from toxic materials accumulating in fish tissue. The myriad of effects on water quality from sediment-laden runoff can introduce aquatic biota and public health concerns resulting in substantial impacts for municipalities. The San Ramon Canyon Stormwater Flood Reduction Project will help alleviate environmental consequences by reducing the amount of sediment and associated pollutants to the Santa Monica Bay and Pacific Ocean. The San Ramon Canyon Stormwater Flood Reduction Project is anticipated to be completed by June 2015.

Attachment A

Memoranda of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RANCHO PALOS VERDES, THE CITY OF PALOS VERDES ESTATES,
THE CITY OF ROLLING HILLS ESTATES, THE LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES
REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT
OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM FOR THE
PENINSULA EWMP AGENCIES

This Memorandum of Understanding (MOU), is made and entered into as of the date of the last signature set forth below by and between THE CITY OF RANCHO PALOS VERDES, a body corporate and politic, THE CITY OF PALOS VERDES ESTATES, a body corporate and politic, and THE CITY OF ROLLING HILLS ESTATES, a body corporate and politic, a body corporate and politic, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a political subdivision of the State of California, and THE COUNTY OF LOS ANGELES (LA County), a political subdivision of the State of California. 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 (MS4 Permit); and

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

WHEREAS, the PARTIES, have agreed to collaborate on the compliance of certain elements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work as shown in Exhibit D and Request for Proposal to obtain a Consultant to assist the PARTIES with compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES propose for the Consultant to prepare and deliver a Final Work Plan, Draft and Final Enhanced Watershed Management Program (EWMP) in compliance with certain elements of the MS4 Permit, at a total cost of approximately six hundred thousand dollars (\$600,000) as shown in Table 1 of Exhibit A; and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the EWMP will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation in Table 3 of Exhibit A; and

WHEREAS, the CITY OF RANCHO PALOS VERDES will act on behalf of the PARTIES in the administration of the consultant service agreement for the preparation of the EWMP; and

WHEREAS, the PARTIES have agreed to establish a EWMP working group (comprised of designated staff from each PARTY) to provide technical oversight and project management for the development of the PLANS, and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU.

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

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal, to the Regional Board, of the EWMP.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: this MOU is voluntarily entered into for the purpose of preparing and submitting to the Regional Board the EWMP.

Section 5. Terms: This MOU shall become effective on the latest date of execution by a PARTY or December 28, 2013 and shall remain in effect until the Regional Board's final approval date of the last outstanding portion of the EWMP, or until the CITY OF RANCHO PALOS VERDES has provided written notice of completion of the scope of work described hereto, and payment by all PARTIES of their allocated pro-rata share hereunder.

Section 6. Assessment for Proportional Cost for EWMP: The PARTIES agree to pay the CITY OF RANCHO PALOS VERDES for preparation and delivery of the EWMP in the amounts shown in Table 3 of Exhibit A, based on the cost allocation formula shown in Table 2 of Exhibit A, attached hereto and made part of this MOU by this reference. The CITY OF RANCHO PALOS VERDES will invoice the PARTIES upon execution of this MOU as shown in Table 4 of Exhibit A, based on the allocated costs for developing the

Plan and the project administration and management costs at a percentage of 3% of the allocated costs for development of the Plan. At the end of each fiscal year, the CITY OF RANCHO PALOS VERDES will provide the Agencies with a statement with the actual contracted expenditures. Unexpended cost at the termination of this MOU will be reimbursed to the PARTIES.

Section 7. CITY OF RANCHO PALOS VERDES Agrees:

- a. To utilize the funds deposited by the PARTIES only for the administration of the Consultant contract, project management, and the preparation and completion of the EWMP.
- b. To provide the PARTIES with an electronic copy of the draft and final EWMP as submitted to the Regional Board within 5 business days of receipt from the Consultant.
- c. To provide an accounting at the termination of the MOU or cancellation thereof and return the unused portion of all funds deposited with the CITY OF RANCHO PALOS VERDES using the cost allocation formula in Table 2 of Exhibit A.
- d. To notify the PARTIES if the actual cost of the preparation of the EWMP will exceed the cost estimates shown in Exhibit A and obtain approval of the increase from the PARTIES. Upon approval of the cost increase by the PARTIES, the CITY OF RANCHO PALOS VERDES will invoice the PARTIES per the cost allocation formula in Table 2 of Exhibit A. The PARTIES shall have 30 days from receipt of the invoice to provide the payment to RANCHO PALOS VERDES.

Section 8. THE PARTIES Further Agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administration, agency heads, and/or governing body.
- b. To fund the cost of the preparation and delivery of the EWMP and to pay the CITY OF RANCHO PALOS VERDES for the preparation and delivery of the EWMP based on the cost allocation shown in Table 2 of Exhibit A within 60 days of receiving an invoice.
- c. To grant reasonable access rights and entry to the Consultant, on an as-needed basis during the terms of this MOU to the PARTY'S facilities (i.e. storm drains, channels, catch basins, properties, etc.) (FACILITIES) to

achieve the purposes of this MOU, provided, however that prior to entering any PARTY'S facilities, the CITY OF RANCHO PALOS VERDES or their Consultant shall provide written notice to the PARTIES at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the PARTIES' representative identified on Exhibit B. The CITY OF RANCHO PALOS VERDES shall require the consultant retained pursuant to this MOU to agree to indemnify, defend and hold harmless each PARTY, its special districts, their elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreement with the CITY OF RANCHO PALOS VERDES. In addition, the CITY OF RANCHO PALOS VERDES shall require the Consultant to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work. These requirements will also apply to any subcontractors hired by the Consultant. This indemnification is in addition to the other indemnities made herein.

- d. The PARTIES are, and shall at all times remain as to each other, wholly independent entities.
- e. 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 B attached hereto and incorporated herein by reference,
- f. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- g. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- h. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- i. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this Agreement 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 specified in section 12(e).

- j. 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.
- k. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.

Section 9. Invoice and Payment

- a. Payment: The PARTIES shall reimburse the CITY OF RANCHO PALOS VERDES for their proportional share cost for preparation and delivery of EWMP and project administration and management cost as shown in Table 4 of Exhibit A within thirty (30) days of the invoice from the CITY OF RANCHO PALOS VERDES.

Invoice: The CITY OF RANCHO PALOS VERDES will invoice PARTIES as shown in Table 4 of Exhibit A.

- b. Late Payment Penalty: Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law. If the PARTY or PARTIES remain delinquent after the above procedures, then the CITY OF CITY OF RANCHO PALOS VERDES may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the PLANS, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from the PLANS. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 3 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF RANCHO PALOS VERDES will revise Table 3 of Exhibit A to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice to the PARTIES. The PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid

that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.

Section 10: Indemnification

- a. To the fullest extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.
- 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 or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY 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 11. Termination or Amendment

- a. A PARTY may withdraw from this MOU upon 60 days written notice to the other parties, subject to payment of any invoice received from CITY OF RANCHO PALOS VERDES prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the cost-sharing percentages set forth in Table 3 of Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after CITY OF RANCHO PALOS VERDES receives the withdrawing PARTY's notice to withdraw from this MOU. CITY OF RANCHO PALOS VERDES shall refund to the withdrawing PARTY any uncommitted and unused funds paid by the withdrawing PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the

withdrawing PARTY under this MOU commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Withdrawal from this MOU does not release any PARTY from the obligations set forth in MS4 Permit.

- b. If a substantial change is made to the MS4 PERMIT with regards to compliance through EWMP or other circumstances necessitate an amendment, this MOU may be amended through mutual agreement of all PARTIES specified in section 12(e).
- c. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. 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 Representative of the Party at the address set forth in Exhibit B. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email 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 email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purpose of this MOU, the parties hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c. Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f. 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.
- g. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i. Entire MOU. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- l. 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.

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:

CITY OF RANCHO PALOS VERDES

Date: _____

By: _____
Carolyn Lehr
City Manager

ATTEST:

By: _____
Carla Morreale
City Clerk

APPROVED AS TO FORM:

.....
Deputy City Attorney

By: _____

FINAL DRAFT

CITY OF PALOS VERDES ESTATES

Date: _____

By: _____ Mayor

ATTEST:

By: _____
Anton Dahierbruch
City Clerk

APPROVED AS TO FORM:

.....
Deputy City Attorney

By: _____

FINAL DRAFT

CITY OF ROLLING HILLS ESTATES

Date: _____

By: _____
Mayor

ATTEST:

By: _____
Douglas R. Prichard
City Clerk

APPROVED AS TO FORM:

.....
Deputy City Attorney

By: _____

FINAL DRAFT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

County Counsel

John F. Krattli

By _____
Deputy Date

FINAL DRAFT

COUNTY OF LOS ANGELES

By _____
GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

FINAL DRAFT

EXHIBIT A
PENINSULA EWMP AGENCIES
Funding Contributions

Table 1: Total Cost Estimate.

Item	Total Cost
Estimated Contract Cost	\$600,000
Administration Cost (3%) ¹	\$18,000
LACFCD Allocation (10%) ²	\$61,800
TOTAL COST TO BE DISTRIBUTED BY AREA	\$556,200

¹ Administration costs are estimated to be 3% of the Distributed Total Cost for each Peninsula EWMP Agency.

² The Los Angeles County Flood Control District (LACFCD) has committed to contributing 10% of the Total Cost for their share in the development of the EWMP.

Table 2: Cost Allocation Formula.

$\text{Total Cost to be Distributed by Area} = \text{Contract Cost} - \text{LACFCD Allocation}$ $\text{Distributed Total Cost} = (\text{Total Cost} + \text{Administration Cost}) \times \text{Agency Percent of Total Area}$

Table 3: Distributed Cost Among Peninsula EWMP Agencies.

Agency	Area (Square Miles)	Agency Percent of Total Area	Distributed Total Cost
RANCHO PALOS VERDES	13.5	60%	\$332,243
Palos Verdes Estates	4.8	21%	\$118,131
Rolling Hills Estates	3.6	16%	\$88,598
The County of Los Angeles	0.7	3%	\$17,227
TOTAL	22.6	100%	\$556,200

Table 4: Invoice Schedule.

Agency	Total Cost	Invoice Schedule	
		November 1, 2013	July 1, 2014
RANCHO PALOS VERDES	\$332,244	\$166,122	\$166,122
Palos Verdes Estates	\$118,130	\$59,065	\$59,065
Rolling Hills Estates	\$88,598	\$44,299	\$44,299
The County of Los Angeles	\$17,228	\$8,614	\$8,614
LACFCD	\$61,800	\$30,900	\$30,900
TOTAL	\$618,000	\$309,000	\$309,000

EXHIBIT B

PENINSULA EWMP AGENCIES

Agencies Representatives – EWMP Working Group

1. City of Rancho Palos Verdes
Department of Public Works
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Party Representative: Andy Winje
E-mail: andyw@rpv.com
Phone: (310) 544-5249
Fax: (310) 544-5292

2. City of Palos Verdes Estates
Department of Public Works
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Party Representative: Allan Rigg
E-mail: arigg@pvestates.org
Phone: (310) 378-0383
Fax: (310) 375-5918

3. City of Rolling Hills Estates
Department of Public Works
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Party Representative: Greg Grammer
E-mail: gregg@ci.rolling-hills-estates.ca.us
Phone: 310-377-1577 x-107
Fax: (310) 377-4468

4. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

5. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Party Representative: Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4304
Fax: (626) 457-1526

FINAL DRAFT

EXHIBIT C
PENINSULA EWMP AGENCIES

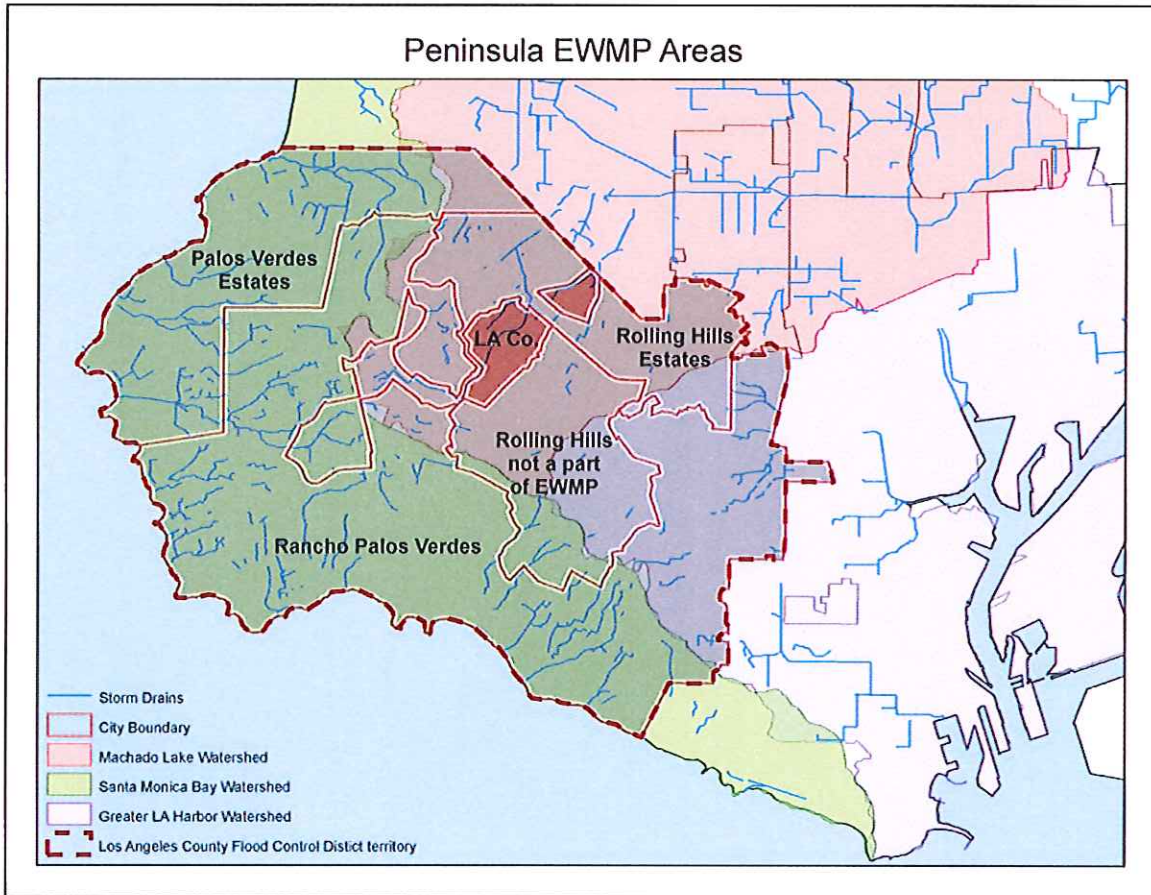


Figure 1: Peninsula EWMP Agencies Map.

FIM

EXHIBIT D
PENINSULA EWMP SCOPE OF WORK

In Development – to be included in Final MOU

FINAL DRAFT

Attachment B

Signed Letters of Intent



June 27, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

LETTER OF INTENT TO PARTICIPATE IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM IN COLLABORATION WITH THE PALOS VERDES PENINSULA WATERSHED AGENCIES


Dear Mr. Unger;

The City of Rancho Palos Verdes, with this letter, states its intent to collaborate with the Palos Verdes Peninsula Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The EWMP will address all of the required elements in the MS4 Permit for each of the watersheds to which the City is tributary. The Palos Verdes Peninsula Watershed Group includes only the following agencies: the City of Rancho Palos Verdes, the City of Palos Verdes Estates, the City of Rolling Hills Estates, the County of Los Angeles, and Los Angeles Flood Control District.

The City of Rancho Palos Verdes further intends to cost share in the development cost of an Enhanced Watershed Management Program (EWMP). A cost sharing formula has been negotiated among participating representatives of the Group as to the equitable distribution of costs.

Should you have any questions, please contact me or Andy Winje at 310-544-5252.

Sincerely,



Carolyn Lehr
City Manager



CITY OF
Palos Verdes Estates

OFFICE OF
THE CITY MANAGER

June 20, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

**LETTER OF INTENT TO PARTICIPATE IN THE DEVELOPMENT OF AN ENHANCED
WATERSHED MANAGEMENT PLAN IN COLLABORATION WITH THE PALOS
VERDES PENINSULA WATERSHED AGENCIES**

Dear Mr. Unger:

I am writing to express our intent to collaborate with the Palos Verdes Peninsula Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) in accordance with the new MS4 Permit by Order No.R4-2012-0175 for submission to your Board.

The City Council was provided an overview of the MS4 Permit requirements and, accordingly, we will be presenting a Memorandum of Understanding (MOU) to the City Council for formal consideration by the due date of December 28, 2013. The MOU for the EWMP will address all of the coordination of compliance with the MS4 Permit for each of the watersheds to which the City is tributary. Moreover, the MOU will address the cost allocation for the EWMP.

The Palos Verdes Peninsula Watershed Group includes only the following agencies: the City of Rancho Palos Verdes, the City of Palos Verdes Estates, the City of Rolling Hills Estates, the County of Los Angeles, and Los Angeles Flood Control District.

Should you have any questions, please contact Allan Rigg at 310.378.0383.

Sincerely,



Anton Dahlerbruch
City Manager

FRANK V. ZERUNYAN
Mayor

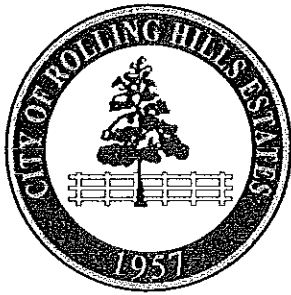
JUDY MITCHELL
Mayor Pro Tem

JOHN C. ADDLEMAN
Council Member

SUSAN SEAMANS
Council Member

STEVEN ZUCKERMAN
Council Member

DOUGLAS R. PRICHARD
City Manager



CITY OF

ROLLING HILLS ESTATES

4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
www.ci.Rolling-Hills-Estates.ca.us

June 25, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

LETTER OF INTENT TO PARTICIPATE IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT IN COLLABORATION WITH THE PALOS VERDES PENINSULA WATERSHED AGENCIES

Dear Mr. Unger:

The City of Rolling Hills Estates, with this letter, states its intent to collaborate with the Palos Verdes Peninsula Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175, for submission to your Board. The EWMP will address all of the required elements in the MS4 Permit for each of the watersheds to which the City is tributary. The Palos Verdes Peninsula Watershed Group includes only the following agencies: the City of Rancho Palos Verdes, the City of Palos Verdes Estates, the City of Rolling Hills Estates, the County of Los Angeles, and Los Angeles Flood Control District.

The City of Rolling Hills Estates further intends to cost share in the development cost of an Enhanced Watershed Management Program (EWMP). A cost sharing formula has been negotiated among participating representatives of the Group as to the equitable distribution of costs.

Should you have any questions, please contact Assistant City Manager Greg Grammer, (310) 377-1577 ext. 107, gregg@ci.rolling-hills-estates.ca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas R. Prichard".

Douglas R. Prichard
City Manager

adm//trunger-enhanced watershed



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

June 24, 2013

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: WM-7

Mr. Samuel Unger, P.E., Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
PALOS VERDES PENINSULA
ENHANCED WATERSHED MANAGEMENT PROGRAM**

The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) with the Peninsula EWMP Agencies. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175.

The Peninsula EWMP Agencies consist of the following agencies: City of Rancho Palos Verdes as the coordinating agency for EWMP development, County, Los Angeles County Flood Control District, and cities of Palos Verdes Estates and Rolling Hills Estates. The Peninsula EWMP Agencies have included a final draft Memorandum of Understanding as Attachment A of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

If you have any questions, please contact Ms. Angela George at (626) 458-4325 or ageorge@dpw.lacounty.gov.

Very truly yours,

AF
GAIL FARBER
Director of Public Works

JD:jht

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cc: City of Palos Verdes Estates
City of Rancho Palos Verdes
City of Rolling Hills Estates



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2013

IN REPLY PLEASE
REFER TO FILE: WM-7

Mr. Samuel Unger, P.E., Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PALOS VERDES PENINSULA ENHANCED WATERSHED MANAGEMENT PROGRAM

The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) with the Peninsula EWMP Agencies. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175.

The Peninsula EWMP Agencies consist of the following agencies: City of Rancho Palos Verdes as the coordinating agency for EWMP development, County of Los Angeles, LACFCD, and cities of Palos Verdes Estates and Rolling Hills Estates. The Peninsula EWMP Agencies have included a final draft Memorandum of Understanding as Attachment A of the Notice of Intent. The LACFCD intends to submit a final Memorandum of Understanding to County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

If you have any questions, please contact Ms. Terri Grant at (626) 458-4309 or tgrant@dpw.lacounty.gov.

Very truly yours,

GF
GAIL FARBER

Chief Engineer of the Los Angeles County Flood Control District

JD:jht

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cc: City of Palos Verdes Estates
City of Rancho Palos Verdes
City of Rolling Hills Estates