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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.

NOI Submittal for Beach Cities Watershed Management Group June 28, 2013 Page 2 of 2

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	07/15/2003
	2002-022 amended	R12-007 not yet
	by R12-007	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	WLAs	Final	07/15/2006
Summer Dry Weather TMDLs			
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:

- Two low flow diversions operated by the LACFCD within the 28<sup>th</sup> 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.
- 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.
- 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.
- 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 LACFCD 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 LACFCD 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 LACFCD 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

	<ul><li>Milestones</li><li>Deadlines</li></ul>
Work Plan	
Draft Workplan Elements/Approach	<ul> <li>March 2014</li> </ul>
Identification of Water Quality Priorities	
Existing and Potential Control Measures	
Reasonable Assurance Analysis Approach	
Draft Work Plan	<ul> <li>April 2014</li> </ul>
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Plan	
Draft Technical memos	

Outfall and receiving water monitoring approach	•	March 2014
Monitoring sites selection		
<ul> <li>New development and redevelopment effectiveness tracking</li> </ul>		
Draft CIMP		<ul> <li>April 2014</li> </ul>
Final Draft CIMP submitted to the LARWQCB		June 2014
Enhanced Watershed Management Program		
Draft Technical memos		
<ul> <li>Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs</li> </ul>	•	March 2015
Initial list and screening of regional projects		
Identify Selected Watershed Control Measures and Conduct		
Reasonable Assurance Analysis		
<ul> <li>Project schedules and cost estimates</li> </ul>		
Draft EWMP		<ul> <li>May 2015</li> </ul>
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 nonnative 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
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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
<mark>Total</mark>	<mark>100</mark>	

#### **Status Descriptions:**

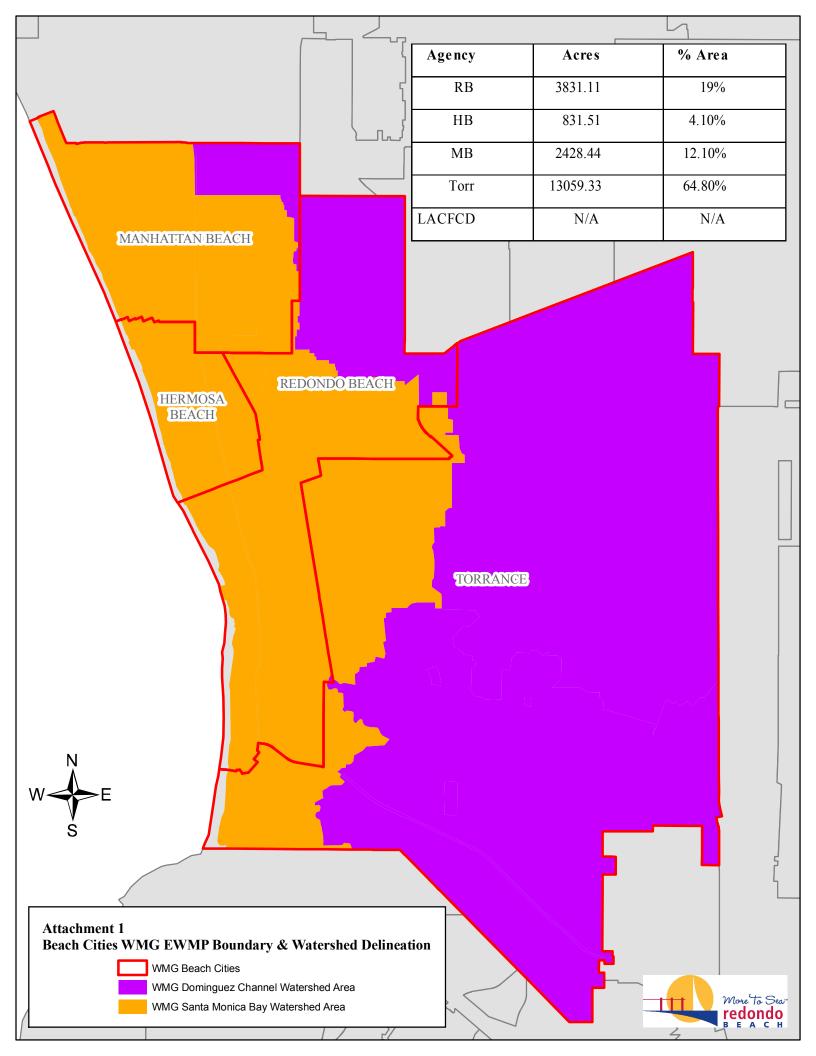
- In Place Permittee has an existing policy for its portion of the watershed.
- Draft Policy Permittee has completed or will complete by June 28, 2013 the development of a draft Green Street Policy that is in compliance with the MS4 Permit for its portion in the watershed.

#### Attachment 1. Beach Cities WMG EWMP Boundary and Watershed Delineation

#### **Attachment 2. Draft Memorandum of Understanding**

#### **Attachment 3. Letters of Intent**

# **ATTACHMENT 1**



# 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 because 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, indemnity, 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 gunder 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. <u>Notices.</u> 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 (3<sup>rd</sup>) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. <u>Administration.</u> 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. <u>Relationship to PARTIES</u>. 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. <u>Binding Effect.</u> 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. <u>Amendment.</u> 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. <u>Waiver</u>. 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. <u>Law to Govern</u>; 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. <u>No Presumption in Drafting.</u> 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. <u>Severability.</u> 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. <u>Counterparts.</u> 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.
- I. 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:

#### **CITY OF REDONDO BEACH**

Date:	By: Steve Aspel, Mayor
ATTEST:	
By: Elenore Manzano, City Clerk	
APPROVED AS TO FORM	
By: Mike Webb, City Attorney	

#### **CITY OF HERMOSA BEACH**

Date:	By: Patrick Bobko, Mayor
ATTEST:	
By: Elaine Doerfling, City Clerk	
APPROVED AS TO FORM	
By: Michael Jenkins, City Attorney	

#### **CITY OF MANHATTAN BEACH**

Date:	By:
ATTEST:	
By:[INSERT NAME], City Clerk	
APPROVED AS TO FORM	
By: [INSERT NAME], City Attorney	

#### **CITY OF TORRANCE**

Date:	By:Frank Scotto, Mayor
ATTEST:	
By: [INSERT NAME], City Clerk	
APPROVED AS TO FORM	
By:[INSERT NAME], City Attorney	

#### LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:		
	Chief Engineer	

APPROVED AS TO FORM:

Ву:		
Dy.	John F. Krattli, County Counsel	
Ву:		
	Deputy	

#### **EXHIBIT A**

#### BEACH CITIES EWMP/CIMP GROUP Funding Contributions



#### **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]	$(c) \times 10\% = (d)$	\$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.

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]	2,61	3.50 2,540.90	33%	\$124,146.00	
City of Hermosa Beach	83	1.51 811.46	11%	\$41,382.00	
City of Manhattan Beach [3]	2,078	8.37 2,040.02	26%	\$97,812.00	
City of Torrance	2,31	3.76 2,313.76	30%	\$112,860.00	
TOTAL	7,83	7.14 7,706.14	100%	\$376,200.00	

Notes:

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.

#### 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	

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

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

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

#### **EXHIBIT A**

#### BEACH CITIES EWMP/CIMP GROUP Funding Contributions



**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



**Table 3. Invoice Schedule** 

	Agency Cost	Deposit Schedule	
Agency	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

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

Elaine Jeng, P.E.

E-mail: <a href="mailto:elaine.jeng@redondo.org">elaine.jeng@redondo.org</a> Phone: (310) 318-0661 x2279

Fax: (310) 374-4828

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

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

Raul Saenz

E-mail: <a href="mailto:rsaenz@citymb.info">rsaenz@citymb.info</a>
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

 Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11<sup>th</sup> Floor 900 South Fremont Avenue Alhambra, CA 91803

Gary Hildebrand E-mail: <a href="mailto:ghildeb@dpw.lacounty.gov">ghildeb@dpw.lacounty.gov</a> Phone: (626) 458-4300 Fax: (626) 457-1526

# **ATTACHMENT 3**



#### **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,

Math

MGAIL FARBER

Chief Engineer of the Los Angeles County Flood Control District

RP:jht
P:\wmpub\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 <u>steve.aspel@redondo.org</u> or via telephone at (310) 372-1171, ext. 2260.

Sincerely,

Steve Aspel



# CITY OF

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