



To: losangeles@waterboards.ca.gov

PUBLIC WORKS DEPARTMENT

Sam Unger, Executive Officer Regional Water Quality Control Board, Los Angeles Region 320 4<sup>th</sup> 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 vo 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.

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	April 2016	Regional Board approval of EWMP
Final EWMP		Begin implementing EWMP

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

## 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.

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 2: List of TMDLs applicable to the Peninsula EWMP Agencies.
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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	Compliance with total allowable exceedance days for summer -weather	Final	July 15, 2006
– Group 7	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
	Reduce baseline by 20%	Interim	March 6, 2012
	Reduce baseline by 40%	Interim	March 6, 2013
Machado Lake Trash TMDL	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.

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	Install certified Full Capture Systems to	Completion anticipated
and Offshore Debris TMDL	reduce baseline by 20%	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.

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%
<b>Rolling Hills Estates</b>	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%

Table 6: Status of LI	D Ordinance Coverag	e of the Peninsul	a FWMP Agencies.
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\* 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.

#### 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 requirements of Order R4-2012-0175 for its portion of the MS4 watershed.

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 Are	% of MS4 Watershed Area Covered by LID Ordinance)		

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

#### Status Descriptions:

• 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.

## SECTION 5. GEOGRAPHIC SCOPE OF ENHANCED WATERSHED MANAGEMENT PROGRAM:

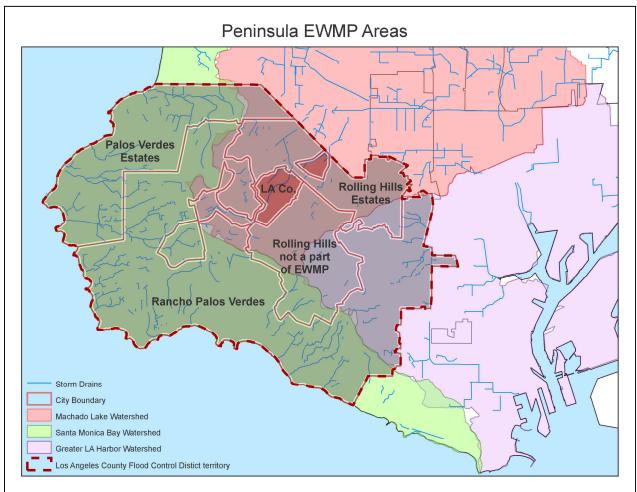


Figure 1: Watershed and Permittee Area Representation.

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.

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
<b>Rolling Hills Estates</b>	0.46	2.78	0.34	3.6
<b>County of Los Angeles</b>	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

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

#### 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.

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	January 2016
(revised based on Regional Water Board comments)	

#### 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.

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	San Ramon Canyon Stormwater Flood Reduction	Completion anticipated
Watershed	Project	by June 2015

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

#### 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), apolitical 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 asneeded 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 delinguent after the above procedures, then the CITY OF CITY OF RANCHO PALOS VERDES may notify the Regional Board that the delinguent 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 delinguent 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 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. <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 (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. <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 of 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, 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. <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; Venue.</u> 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. <u>Entire MOU.</u> 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. <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 Agreement shall 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 representatives and affixed as of the date of signature of the PARTIES:

#### CITY OF RANCHO PALOS VERDES

Date:	Ву:	Carolyn Lehr City Manager
ATTEST:		
By:Carla Morreale City Clerk		
APPROVED AS TO FORM:		
Deputy City Attorney		
By:		

#### CITY OF PALOS VERDES ESTATES

Date:	Ву:
	Mayor
ATTEST:	
By:Anton Dahlerbruch City Clerk	
APPROVED AS TO FORM:	
Deputy City Attorney	
By:	

#### CITY OF ROLLING HILLS ESTATES

Date:	By: Mayor
ATTEST:	
By: Douglas R. Prichard City Clerk	
APPROVED AS TO FORM:	
Deputy City Attorney	
By:	

#### LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Ву		
, <u> </u>	Chief Engineer	-
APPROVED AS TO FORM:		
County Counsel	John F. Krattli	
Ву		
Deputy		Date

#### COUNTY OF LOS ANGELES

By

GAIL FARBER Date APPROVED AS TO FORM: John F. Krattli County Counsel Ву Deputy Date

#### EXHIBIT A PENINSULA EWMP AGENCIES Funding Contributions

#### Table 1: Total Cost Estimate.

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

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

<sup>2</sup> 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.

Total Cost to be Distributed by Area = Contract Cost – LACFCD Allocation Distributed Total Cost = (Total Cost + Administration Cost) x 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
<b>Rolling Hills Estates</b>	\$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

 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

 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

 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

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

Party Representative: Gary Hildebrand E-mail: GHILDEB@dpw.lacounty.gov Phone: (626) 458-4300 Fax: (626) 457-1526  County of Los Angeles Department of Public Works Watershed Management Division, 11<sup>th</sup> 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

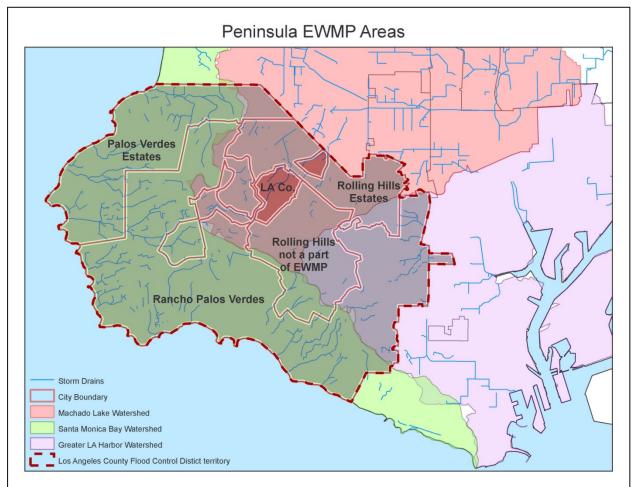
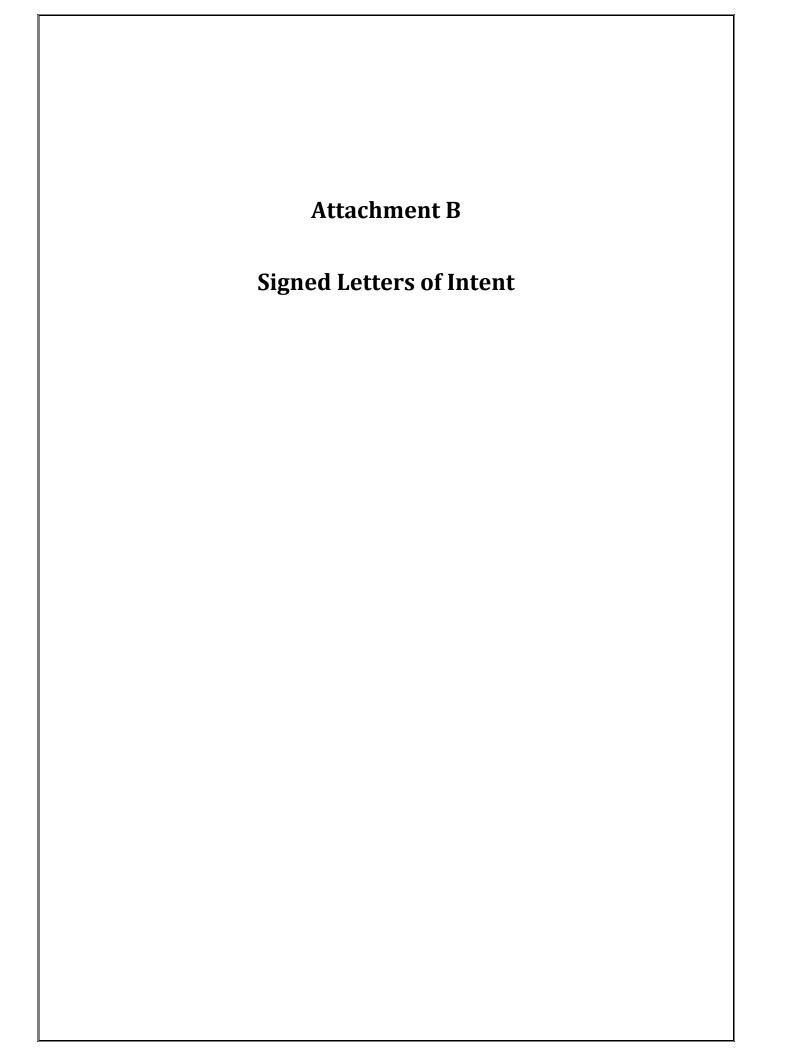


EXHIBIT C PENINSULA EWMP ANGENCIES

Figure 1: Peninsula EWMP Agencies Map.

### EXHIBIT D PENINSULA EWMP SCOPE OF WORK

In Development – to be included in Final MOU





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 Léhr City Manager



CITY OF states

OFFICE OF THE CITY MANAGER

INCORPORATED 1939

CALIFORNIA

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. Wnger:

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 Ranchos 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,

Anten 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,

Douglas R. Prichard City Manager

adm/ltrunger-enhanced watershed



## **COUNTY OF LOS ANGELES**

#### **DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

June 24, 2013

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

> 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,

ETTh

GAIL FARBER Director of Public Works

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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

June 24, 2013

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

> 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,

Matthe

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

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