

ATTACHMENT A
Part 4

Notices of Intent



GAIL FARBBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 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-6

June 26, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

NOTICE OF INTENT UPPER SAN GABRIEL RIVER WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM

The County of Los Angeles, Los Angeles County Flood Control District, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, collectively known as Upper San Gabriel River Enhanced Watershed Management Program Group (USGR EWMP Group), are submitting the enclosed Notice of Intent to notify the Board of its commitment in the development of an EWMP and Coordinated Integrated Monitoring Program (CIMP). The USGR EWMP Group has agreed to the combined approach in fulfilling the requirements of Order No. R4-2012-0175 Municipal Separate Storm Sewer System (MS4) Permit.

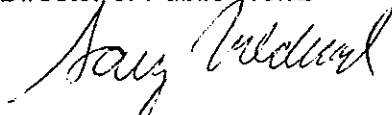
The enclosed Notice of Intent fulfills the EWMP notifications requirements provided in Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements provided in Attachment E Section IV.C.1 of the MS4 Permit. The USGR EWMP Group looks forward to developing the EWMP and CIMP in collaboration with the Technical Advisory Committee and other stakeholders within the San Gabriel River Watershed.

Mr. Samuel Unger
June 26, 2013
Page 2

If you have any questions, please contact me at (626) 458-4300 or ghildeb@dpw.lacounty.gov or your staff may contact Ms. Jolene Guerrero at (626) 458-4364 or jguerrer@dpw.lacounty.gov.

Very truly yours,

GAIL FARBER
Director of Public Works



GARY HILDEBRAND
Assistant Deputy Director
Watershed Management Division

LLM:jht

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Enc.

cc: City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente

NOTICE OF INTENT

Upper San Gabriel River Watershed Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program

June 26, 2013

Submitted to:

California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Submitted by:

County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente
Los Angeles County Flood Control District



1. Introduction

The County of Los Angeles, Los Angeles County Flood Control District (LACFCD), and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, collectively the Upper San Gabriel River Enhanced Watershed Management Program Group (USGR EWMP Group), respectfully submit this Notification of Intent (NOI) to develop an EWMP for certain portions of the San Gabriel River Watershed per Section VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, the agencies of the USGR EWMP Group submit this NOI to develop a Coordinated Integrated Monitoring Program (CIMP).

The following sections are to satisfy the requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and to provide the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) with additional information on the approach that the USGR EWMP Group intends to follow for the EWMP development.

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

The USGR EWMP Group hereby notify the LARWQCB by this NOI of its intention to collaboratively develop an EWMP for certain portions of the San Gabriel River Watershed, request an EWMP Work Plan due date of 18 months after the effective date of the MS4 Permit (June 28, 2014), and request a draft EWMP Plan due date of 30 months after the effective date of the MS4 Permit (June 28, 2015).

In addition, the USGR EWMP Group is also notifying the LARWQCB by this NOI of their intention to collaboratively develop a CIMP for certain portions of the San Gabriel River Watershed, and request a draft CIMP due date of 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and Final TMDL Compliance Deadlines (Section VI.C.4.b.ii)

Table 1 lists Total Maximum Daily Loads (TMDLs) specifically for the receiving waters in the San Gabriel River Watershed and the TMDLs that apply to the Watershed. There are no trash TMDLs or interim or final compliance milestones or deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016).

Table 1. TMDLs applicable to the San Gabriel River Watershed

TMDL	Resolution Number	Effective Date	Environmental Protection Agency Approval Date
San Gabriel River and Impaired Tributaries Metals and Selenium TMDL	Tentative Resolution No. R13-XXX	N/A	03/26/2007
Los Angeles Area Lakes Toxics and Nutrients TMDL for Puddingstone Reservoir	N/A	03/26/2012	03/26/2012
Los Angeles Area Lakes Toxics and Nutrients TMDL for Santa Fe Dam Park Lake	N/A	03/26/2012	03/26/2012
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	R11-008	03/23/2012	03/23/2012

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

The San Gabriel River Watershed encompasses approximately 680 square miles of eastern County of Los Angeles, northwest Orange County, and southwest San Bernardino County. The San Gabriel River has a main channel length of approximately 58 miles, and the main tributaries of the river are Walnut Creek, San Jose Creek, and Coyote Creek. The USGR EWMP Group consists of five cities and unincorporated areas of the County of Los Angeles, and the LACFCD. Enclosure A depicts the geographical scope covered by the cities and County of Los Angeles in the USGR EWMP Group.

Within the San Gabriel River Watershed, there are land areas owned by the State of California (CalTrans) and the Federal government (Angeles National Forest) over which the USGR EWMP Group has no jurisdictional control. Table 2 shows the land area distribution by each agency not including the Angeles National Forest.

Table 2. USGR EWMP Group Land Area Distribution

Agency	Land Area (Acres)	Percent
County of Los Angeles	40,812	59.4 percent
City of Baldwin Park	4,335	6.3 percent
City of Covina	4,481	6.5 percent
City of Glendora	9,307	13.5 percent
City of Industry	7,647	11.1 percent
City of La Puente	2,207	3.2 percent
LACFCD	N/A	N/A
Area of USGR EWMP Group	68,789	100 percent

The LACFCD owns and operates flood control facilities within the San Gabriel River Watershed. Enclosure B shows the geographical scope of LACFCD territory that is included in this USGR EWMP Group.

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

The USGR EWMP Group has prepared a Scope of Work to evaluate existing watershed control measures and identify regional projects to maximize the capture of all nonstormwater 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.

Development of the EWMP and CIMP will be a collaborative process among all USGR EWMP Group agencies, and will be coordinated with the Technical Advisory Committee as well as with local watershed stakeholders.

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

The USGR EWMP Group prepared a Scope of Work and cost estimate for developing the EWMP Work Plan, CIMP, and EWMP for the USGR EWMP Group. It is estimated that the total cost will be approximately \$1,500,000, of which \$300,000 is for the EWMP Work Plan; \$200,000 is for the CIMP; \$770,000 is for the EWMP Plan; and \$230,000 is for project management, contract administration, and coordination of meetings with the Technical Advisory Committee and stakeholders. Additionally, agencies of the USGR EWMP Group will contribute several hundred thousands of dollars in in-kind services towards developing the EWMP and CIMP and working with the Technical Advisory Committee and other watershed stakeholders.

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

Enclosure C includes the final draft of the Memorandum of Understanding between the County of Los Angeles, LACFCD, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente. All agencies have committed to the execution of this agreement by December 28, 2013, as indicated by the signed letters of intent (Enclosure D).

8. Interim Milestones and Deadlines for Plan Development (Section VI.C.4.b.iii.(4))

Table 3 summarizes the interim milestones and deadlines for plan development, which are based on the Scope of Work for developing the EWMP Work Plan, CIMP, and EWMP.

Table 3. Proposed Interim Milestones and Deadlines for Plan Development

Milestone	Due date
EWMP Work Plan	
EWMP Work Plan Technical Memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • Best Management Practices selection approaches 	February 2014
Complete Internal Draft EWMP Work Plan	April 2014
Submit Final Draft EWMP Work Plan	June 2014
CIMP	
CIMP Technical Memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Complete Internal Draft CIMP	April 2014
Submit Final Draft CIMP	June 2014
EWMP	
Technical Memos <ul style="list-style-type: none"> • Approach to U.S. Environmental Protection Agency TMDLs, 303(d) listings, other exceedances of Receiving Water Limitations • Final selection of regional projects • Feasibility analyses of regional projects, customization of Minimum Control Measures, identification of other BMPs • Project schedules and cost estimates 	March 2015
Complete Internal Draft EWMP	May 2015
Submit Final Draft EWMP	June 2015

Aside from coordination with the Technical Advisory Committee, the schedule in Table 3 assumes one meeting or workshop with local watershed stakeholders for each major milestone (Work Plan, CIMP, and EWMP).

9. Structural Best Management Practice (Section VI.C.4.b.iii.(5))

In accordance to Section VI.C.4.b.iii(5), the USGR EWMP Group commits to implementing one structural Best Management Practice (BMP) project that provides meaningful water quality improvement within 30 months of the effective date (June 28, 2015). To fulfill this requirement, the County of Los Angeles plans to complete construction of the Avocado Heights Multiuse Trail project. See Enclosure E for details about the project.

10. Low Impact Development Ordinance (Section VI.C.4.b.iii.(6) and VI.C.4.c.iv.(1))

Table 4 summarizes the status of Low Impact Development (LID) Ordinance by the various USGR EWMP Group agencies. As Table 4 shows, more than 50 percent of the land area within USGR EWMP Group is addressed by a draft LID Ordinance.

Table 4. LID Ordinances

EWMP Agency	Percent EWMP Area	Meet LID Ordinance Requirement?	Status of Ordinance
County of Los Angeles	59.4 percent	Yes	Draft Ordinance
City of Baldwin Park	6.3 percent	No	In Development
City of Covina	6.5 percent	No	In Development
City of Glendora	13.5 percent	No	In Development
City of Industry	11.1 percent	No	In Development
City of La Puente	3.2 percent	No	In Development
LACFCD	N/A	N/A	N/A
Total MS4 Watershed Area covered by LID Ordinances	59.4 percent		

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 of the watershed.
- In Development – Permittee initiated development of an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.

11. Green Street Policy (Section VI.C.4.b.iii.(6) and VI.C.4.c.iv.(2))

Table 5 summarizes the status of USGR EWMP Group agencies with a Green Street Policy. As Table 5 shows, more than 50 percent of the land area within USGR EWMP Group is addressed by a draft Green Street Policy.

Table 5. Green Street Policy

EWMP Agency	Percent EWMP Area	Meet Green Street Policy Requirement?	Status of Policy
County of Los Angeles	59.4 percent	Yes	Draft Policy
City of Baldwin Park	6.3 percent	No	In Development
City of Covina	6.5 percent	No	In Development
City of Glendora	13.5 percent	No	In Development
City of Industry	11.1 percent	No	In Development
City of La Puente	3.2 percent	No	In Development
LACFCD	N/A	N/A	N/A
Total MS4 Watershed Area covered by Green Street Policy	59.4 percent		

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 MS4 Permit for its portion of the watershed.
- In Development – Permittee initiated development of a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.

12. Implementation of Watershed Control Measures During Plan Development (Section VI.C.4.b.ii and VI.C.4.d)

The San Gabriel River Watershed has no interim or final compliance milestones or deadlines occurring prior to the final approval of the EWMP by April 28, 2016, as discussed in Section 3 above.

SUMMARY

This Notice of Intent for the USGR EWMP Group was developed by County of Los Angeles, LACFCD, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente. All USGR EWMP Group agencies have reviewed and agreed to this NOI as evidenced by each agency's Letter of Intent. We believe that this NOI satisfies the requirements of the MS4 Permit, and we look forward to developing the EWMP in collaboration with the Technical Advisory Committee and other watershed stakeholders.

ENCLOSURE A

**Geographical Scope of Cities and County of Los Angeles in
Upper San Gabriel River EWMP Group**

Enclosure A
Geographical Scope of Cities and Los Angeles County in
Upper San Gabriel River EWMP Group

Los Angeles
 River
 Watershed

San Gabriel
 River
 Watershed

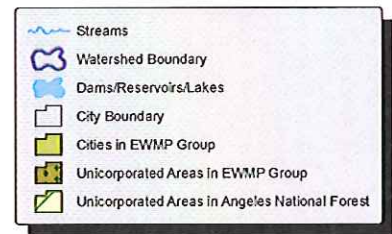
San
 Bernardino
 County

Orange
 County

Coyote Creek
 Watershed

Los
 Cerritos
 Watershed

Alamitos
 Bay



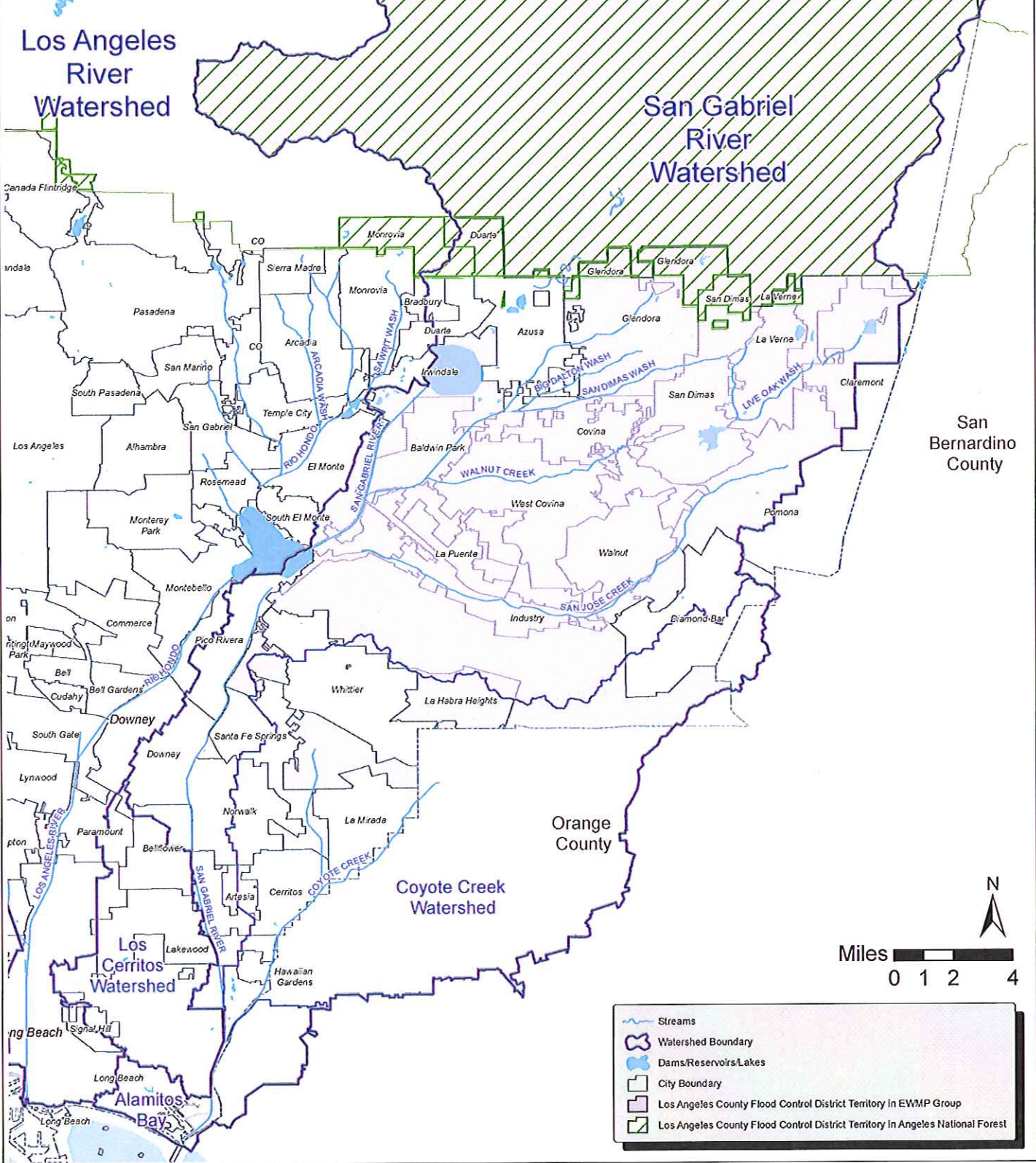
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This map is for planning purposes only.

ENCLOSURE B

**Geographical Scope of
Los Angeles County Flood Control District Territory in
Upper San Gabriel River EWMP Group**

Enclosure B
Geographical Scope of
Los Angeles County Flood Control District Territory in
Upper San Gabriel River EWMP Group



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This map is for planning purposes only.

ENCLOSURE C

Final Draft Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND THE CITIES OF BALDWIN PARK, COVINA,
GLEN DORA, INDUSTRY, AND LA PUENTE**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT
OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM FOR
THE UPPER SAN GABRIEL RIVER WATERSHED**

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a political subdivision of the State of California, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF BALDWIN PARK, COVINA, GLEN DORA, INDUSTRY, AND LA PUENTE, municipal corporations. 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 LACFCD, 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 MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the San Gabriel River Watershed Management Area; and

WHEREAS, the PARTIES have agreed to collaborate in the development of an Enhanced Watershed Management Program (EWMP) for portions of the San Gabriel River Watershed Management Area to comply with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (the Consultant) to assist the PARTIES with complying with certain elements of the MS4 Permit, as specified in the Scope of Work, which is incorporated into this MOU by reference; and

WHEREAS, the PARTIES propose engaging a Consultant as set forth in Section 5(a), below, to prepare and deliver a Final Work Plan, Draft EWMP Plan, Coordinated Integrated Monitoring Program (CIMP), and Final EWMP Plan (collectively, PLANS) in compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES have determined hiring the Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they have agreed to contribute funds to COUNTY who will contract with the Consultant for the preparation of the PLANS. The PARTIES desire to participate and will provide funding in accordance with the cost allocation formula shown in Table 3 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total cost for developing the PLANS shall not exceed \$1,474,550.00 including the contract administration cost and a 10 percent contingency; and

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

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

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

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

Section 3. Voluntary: This MOU is voluntarily entered into for the purpose of preparing the PLANS and submitting the PLANS to the Regional Board.

Section 4. Term: This MOU shall become effective on the last date of execution by a PARTY or December 28, 2013, whichever comes first, and shall remain in effect until 1) COUNTY has provided the PARTIES with an accounting as set forth in Section 5(f), 2) the PARTIES have paid all outstanding invoices, and 3) the PLANS have been approved by the Regional Board.

Section 5. COUNTY AGREES:

- a. To select a Consultant from County's as-needed watershed engineering and water quality support consultant services contract for the preparation and delivery of the PLANS in accordance with the Scope of Work. COUNTY will be compensated for the administration and management of the Consultant contract at a percentage of five percent (5 percent) of each PARTY's contract cost for development of the PLANS as described in Table 1 of Exhibit A. COUNTY will comply with all procurement requirements applicable to said selection.

- b. To invoice the PARTIES for their share in the cost for the preparation and delivery of the PLANS, as described in Tables 3 and 4 of Exhibit A. The first invoice will be sent upon the effective date of this MOU, as set forth in Section 4, or in January 2014, whichever comes first. The second invoice will be sent in July 2014. The PARTIES shall pay COUNTY the amount invoiced within sixty (60) days of receiving the invoice from COUNTY.
- c. Contingency: COUNTY will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Exhibit A and obtain approval of such expenditures from all PARTIES. Upon written approval, the PARTIES agree to reimburse COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 4 of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment of this MOU.
- d. 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.
- e. To provide the PARTIES with an electronic copy of the technical memos, draft PLANS, and completed PLANS within 7 business days after receipt from the Consultant.
- f. To provide an accounting upon the early termination of this MOU pursuant to Section 8, 60 days after the date the Regional Board gives final approval to the last outstanding portion of the PLANS, or three years after the execution of the MOU, whichever comes first. At the completion of the accounting, COUNTY shall return the unused portion of all funds deposited with COUNTY in accordance with the cost allocation formula set forth in Table 3 of Exhibit A.
- g. To not submit any PLANS to the Regional Board unless and until the PLANS have been approved for submittal by all PARTIES to this MOU,

Section 6. 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 PLANS and to pay COUNTY for the preparation and delivery of the PLANS based on the cost allocation set forth in Table 3 of Exhibit A.

Section 7. Indemnification

- a. 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 8. Termination

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, 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 9. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. 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 e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes 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 he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all nondelinquent PARTIES.
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. 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 9(e).

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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:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

_____ Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

CITY OF BALDWIN PARK

By _____
Vijay Singhal
Chief Executive Officer

_____ Date

APPROVED AS TO CONTENT:

By _____
Daniel Wall
Public Works Director

APPROVED AS TO FORM:

By _____
Joseph Pannone
City Attorney

CITY OF COVINA

By _____
Daryl Parrish
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
Kalieh Honish
Interim Public Works Director

APPROVED AS TO FORM:

By _____
Marco Martinez
City Attorney

CITY OF GLENDORA

By _____
Chris Jeffers
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
David A Davies
Public Works Director

APPROVED AS TO FORM:

By _____
D. Wayne Leech
City Attorney

CITY OF INDUSTRY

By _____
Kevin Radecki
City Manager

_____ Date

APPROVED AS TO CONTENT:

By _____
John Ballas
Public Works Director

APPROVED AS TO FORM:

By _____
Michelle Vadon
City Attorney

CITY OF LA PUENTE

By _____
Bret Plumlee
City Manager

_____ Date

APPROVED AS TO FORM:

By _____
James M. Casso
City Attorney

EXHIBIT A

Upper San Gabriel River EWMP and CIMP Funding Contributions

Table 1. Total Contract Costs

Deliverable	Cost
Project Management and Coordination of Meetings	\$180,000.00
EWMP Work Plan	\$230,000.00
CIMP	\$150,000.00
Final EWMP Plan	\$750,000.00
Contract Cost	\$1,310,000.00

Table 2. Total Cost to LACFCD

Item	Total Cost
Contract Cost	\$1,310,000.00
LACFCD Contract Contribution (10 percent)	-\$131,000.00
Remaining Contract Cost	\$1,179,000.00
Contract Administration (5 percent)	\$6,550.00
LACFCD Total Contribution	\$137,550.00

Table 3. Cost Allocation Formula

Party	Acres	Percent of Area	Allocated Cost	Contract Administration (5 percent)	Total Cost
County of Los Angeles	40,812	59.4	\$700,000.00	N/A	\$700,000.00
City of Baldwin Park	4,335	6.3	\$74,000.00	\$3,700.00	\$77,700.00
City of Covina	4,481	6.5	\$77,000.00	\$3,850.00	\$80,850.00
City of Glendora	9,307	13.5	\$159,000.00	\$7,950.00	\$166,950.00
City of Industry	7,647	11.1	\$131,000.00	\$6,550.00	\$137,550.00
City of La Puente	2,207	3.2	\$38,000.00	\$1,900.00	\$39,900.00
Total	68,789	100.0	\$1,179,000.00	\$23,950.00	\$1,202,950.00

EXHIBIT A

Upper San Gabriel River EWMP and CIMP Funding Contributions

Table 4. Invoicing Schedule

Invoice Date	January 2014	July 2014	Total Invoice Amount	Contingency (10 percent) ¹	Total Cost Including Contingency
LACFCO	\$68,775.00	\$68,775.00	\$137,550.00	\$13,755.00	\$151,305.00
County of Los Angeles	\$350,000.00	\$350,000.00	\$700,000.00	\$70,000.00	\$770,000.00
City of Baldwin Park	\$38,850.00	\$38,850.00	\$77,700.00	\$7,770.00	\$85,470.00
City of Covina	\$40,425.00	\$40,425.00	\$80,850.00	\$8,085.00	\$88,935.00
City of Glendora	\$83,475.00	\$83,475.00	\$166,950.00	\$16,695.00	\$183,645.00
City of Industry	\$68,775.00	\$68,775.00	\$137,550.00	\$13,755.00	\$151,305.00
City of La Puente	\$19,950.00	\$19,950.00	\$39,900.00	\$3,990.00	\$43,890.00
Total					\$1,474,550.00

1 – Contingency is 10 percent of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all PARTIES.

EXHIBIT B

Upper San Gabriel River EWMP and CIMP Responsible Agencies Representatives

1. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Angela George, Unincorporated Area Stormwater Program Manager
E-mail: ageorge@dpw.lacounty.gov
Phone: (626) 458-4304
Fax: (626) 457-1526
2. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Gary Hildebrand, Assistant Deputy Director
E-mail: ghildeb@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526
3. City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706-4297
Daniel Wall, Director of Public Works/City Engineer
E-mail: dwall@baldwinpark.com
Phone: (626) 813-5251
Fax: (626) 962-2625
4. City of Covina
125 East College Street
Covina, CA 91723
Vivian Castro, Environmental Services Manager
E-mail: vcastro@covinaca.gov
Phone: (626) 384-5480
Fax: (626) 384-5479
5. City of Glendora
116 East Foothill Boulevard
Glendora, CA 91741
David A Davies, Director of Public Works
E-mail: ddavies@ci.glendora.ca.us
Phone: (626) 914-8246
Fax: (626) 914-9053

EXHIBIT B

Upper San Gabriel River EWMP and CIMP Responsible Agencies Representatives

6. City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 917447
John D. Ballas, Director of Public Works/City Engineer
E-mail: jdballas@cityofindustry.org
Phone: (626) 333-2211
Fax: (626) 961-6795

7. City of La Puente
15900 East Main Street
La Puente, CA 91744
John Di Mario, Development Services Director
E-mail: jdimario@lapuente.org
Phone: (626) 855-1517
Fax: (626) 961-4626

ENCLOSURE D

Letters of Intent



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

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

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
UPPER SAN GABRIEL RIVER WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

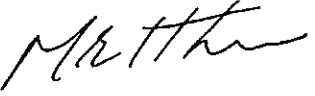
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Upper San Gabriel River EWMP Group. This Letter of Intent serves 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 Upper San Gabriel River EWMP Group consists of the following agencies: County as the coordinating agency for EWMP and CIMP development, Los Angeles County Flood Control District, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

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

Very truly yours,


GAIL FARBER
Director of Public Works

LM:jht

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cc: City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente



June 25, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**SUBJECT: LETTER OF INTENT
UPPER SAN GABRIEL RIVER WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The City of Baldwin Park 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) with the Upper San Gabriel River EWMP 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.

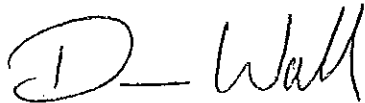
The Upper San Gabriel River EWMP Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C of the Notice of Intent. The City of Baldwin Park is committed to executing this agreement prior to December 28, 2013.

If you have any questions, please contact me at (626) 813-5451 or e-mail me at dwall@baldwinpark.com.

Mr. Samuel Unger
June 25, 2013
Page 2

City of Baldwin Park

All the Best,

A handwritten signature in black ink that reads "D. Wall". The "D" is large and stylized, with a horizontal line extending from its base. The name "Wall" is written in a cursive script.

Daniel Wall, P.E.
Director of Public Works

cc: County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente
Los Angeles County Flood Control District



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

June 25, 2013

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

Attention: Ms. Renee Purdy

LETTER OF INTENT: UPPER SAN GABRIEL RIVER WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM

Dear Mr. Unger:

The City of Covina 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) with the Upper San Gabriel River EWMP 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 Upper San Gabriel River EWMP Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C of the Notice of Intent. The City of Covina is committed to executing this agreement prior to December 28, 2013.

If you have any questions, please contact Vivian Castro at 626-384-5480.

Very truly yours,

Daryl Parrish, City Manager

cc: County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente
Los Angeles County Flood Control District



June 25, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT
UPPER SAN GABRIEL RIVER WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The City of Glendora 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) with the Upper San Gabriel River EWMP 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 Upper San Gabriel River EWMP Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C of the Notice of Intent. The City of Glendora is committed to executing this agreement prior to December 28, 2013.

If you have any questions, please contact Jerry Burke of my staff at (626)914.8246.

Very truly yours,

David A. Davies
Director of Public Works

cc: County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente
Los Angeles County Flood Control District



CITY OF INDUSTRY
Incorporated June 18, 1957

June 25, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT
UPPER SAN GABRIEL RIVER WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The City of Industry 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) with the Upper San Gabriel River EWMP 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 Upper San Gabriel River EWMP Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C of the Notice of Intent. The City of Industry is committed to executing this agreement prior to December 28, 2013.

If you have any questions, please contact John Ballas at (626) 333-2211.

Mr. Samuel Unger
June 25, 2013
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "K. Radecki". The signature is fluid and cursive, with a large initial "K" and a long, sweeping tail.

Kevin Radecki
City Manager

c: County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente
Los Angeles County Flood Control District



City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 www.lapuente.org

June 25, 2013

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

Attention: Ms. Renee Purdy

RE: LETTER OF INTENT - UPPER SAN GABRIEL RIVER WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM

Dear Mr. Unger:

The City of La Puente submits this Letter of Intent ("LOI") to participate in and share the cost of the development of an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP") with the Upper San Gabriel River EWMP Group ("Group"). This LOI 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 Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Group has included a final draft Memorandum of Understanding ("MOU") as Enclosure C of the Notice of Intent. The City of La Puente is committed to executing the MOU prior to December 28, 2013.

If you have any questions, please contact Development Services Director, John Di Mario at (626) 855-1517.

Sincerely,

Bret M. Plumlee
City Manager

cc: County of Los Angeles
City of Baldwin Park
City of Covina
City of Glendora
City of Industry
Los Angeles County Flood Control District



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE: WM-7

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
UPPER SAN GABRIEL RIVER WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

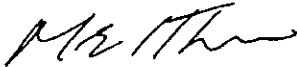
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Upper San Gabriel River EWMP Group. This Letter 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 Upper San Gabriel River EWMP Group consists of the following agencies: County of Los Angeles as the coordinating agency for the EWMP and CIMP development, LACFCD, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente. The Upper San Gabriel River EWMP Group has included a final draft Memorandum of Understanding as Enclosure C 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,



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

LM:jht
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cc: City of Baldwin Park
City of Covina
City of Glendora
City of Industry
City of La Puente

ENCLOSURE E

Avocado Heights Multiuse Trail Fact Sheet

**Enclosure E
Avocado Heights Multiuse Trail**

Regulatory Background

The Avocado Heights Multiuse Trail project has a drainage area of 175 acres and outlets into San Jose Creek, which is a tributary of the San Gabriel River. San Jose Creek Reaches 1 and 2 are on the 303(d) list for coliform bacteria, selenium, total dissolved solids, toxicity, and ammonia.

Location

The project consists of 3.6 miles of street improvements on Proctor, Lomitas, 3rd, 4th, and 5th Avenues, and Don Julian Road in the unincorporated area of Avocado Heights. The surrounding area is predominantly residential and includes an active equestrian community that utilizes the existing roadways.

Environmental Benefits

The project will construct multiuse trails to provide a safer route to equestrian, bicycle, and pedestrian users away from existing traffic hazards. The majority of the existing roadway width will be reduced from 40 to 36 feet, thereby reducing the amount of impermeable surfaces as well as runoff.

Approximately 2,300 feet of the multiuse trail on 5th Avenue will be constructed with decomposed granite to provide 14,000 cubic feet of infiltration capacity. In addition, an infiltration swale will be constructed at the end of 5th Avenue immediately adjacent to San Jose Creek to provide 3,200 cubic feet of capacity. **Combined together, up to 115 acre-feet of groundwater will be recharged annually.**

About half of the runoff from the streets and private properties that drains into San Jose Creek will drain to the infiltration area. The water will be returned to the ground along with potential sources of bacteria due to horse manure runoff from the streets, thus improving the water quality of San Jose Creek.

Schedule

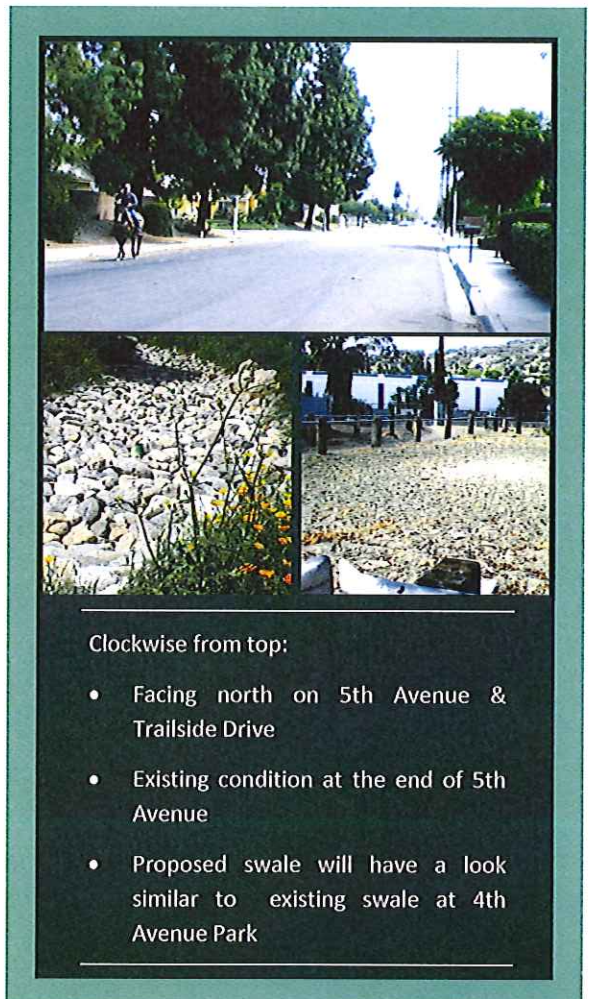
Construction August 2013 to February 2014

Cost

The construction cost is estimated to be \$4 million, fully funded by the Puente Hills Landfill Community Benefit and Environmental Education Trust Fund.

LLM:jht

(P:\wmpub\Secretarial\2013 Documents\Letter\NOI Upper SGR\NOI Upper SGR Enc. E)



Clockwise from top:

- Facing north on 5th Avenue & Trilside Drive
- Existing condition at the end of 5th Avenue
- Proposed swale will have a look similar to existing swale at 4th Avenue Park

Notice of Intent (NOI) to Develop an East San Gabriel Valley Watershed Management Area Watershed Management Program Plan

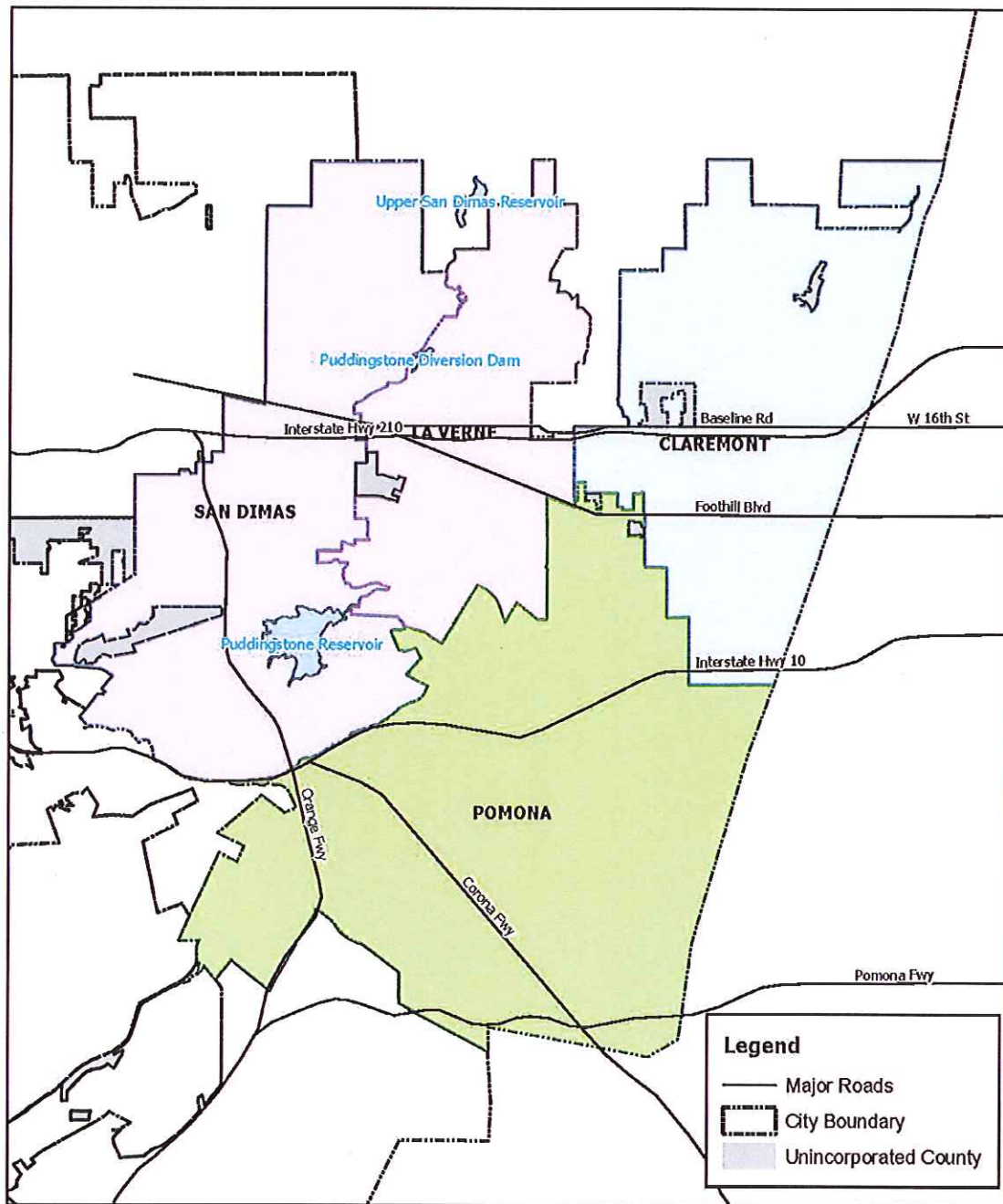
SECTION 1. PERMITTEES PARTICIPATION AND PROGRAM TYPE

The East San Gabriel Valley (ESGV) Watershed Management Area (WMA) which includes the Cities of Claremont, La Verne, Pomona and San Dimas hereby notify the Los Angeles Regional Water Quality Control Board (Regional Water Board) of our intent to develop Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) Plans in accordance with Part VI.C.4.b.i of Order R4-2012-0175. A letter from each agency's respective official, noting its intent to work with the ESGV WMA, is included as Attachment A for your review. Order R4-2012-0175 is otherwise known as the 2012 Municipal Separate Storm Sewer System (MS4) Permit for Coastal Watersheds of Los Angeles County and the identified Cities are Permittees under that order. The ESGV WMA Permittees have drafted Low Impact Development (LID) Ordinances and Green Street Policies, but may delay their final adoption and implementation until functional conformance with similar regional documents, being developed by the County of Los Angeles, can be established. The ESGV WMA Permittees intend to submit our Draft WMP and CIMP Plans within 18 months from the effective date of Order R4-2012-0175, which currently appears to be June 28, 2014. The ESGV WMA Permittees are identified in **Figure 1**.

While the ESGV WMA Permittees are proceeding in good faith to develop the WMP and CIMP plans, many Permittees, including the ESGV WMA Cities of Claremont and Pomona, have petitioned the State Water Resources Control Board (SWRCB) to review Order R4-2012-0175 and the Receiving Water Limitations (RWLs) language it contains. Furthermore, the Regional Board has been advised of various inconsistencies in the Permit and the need for revisions. As a result of these evolving permit interpretations and unforeseeable actions by the SWRCB, or other watershed stakeholders, the ESGV WMA Permittees reserve the right to revise this NOI prior to the final compliance date for submission of the draft WMP and CIMP plans.

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

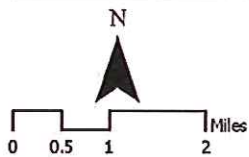
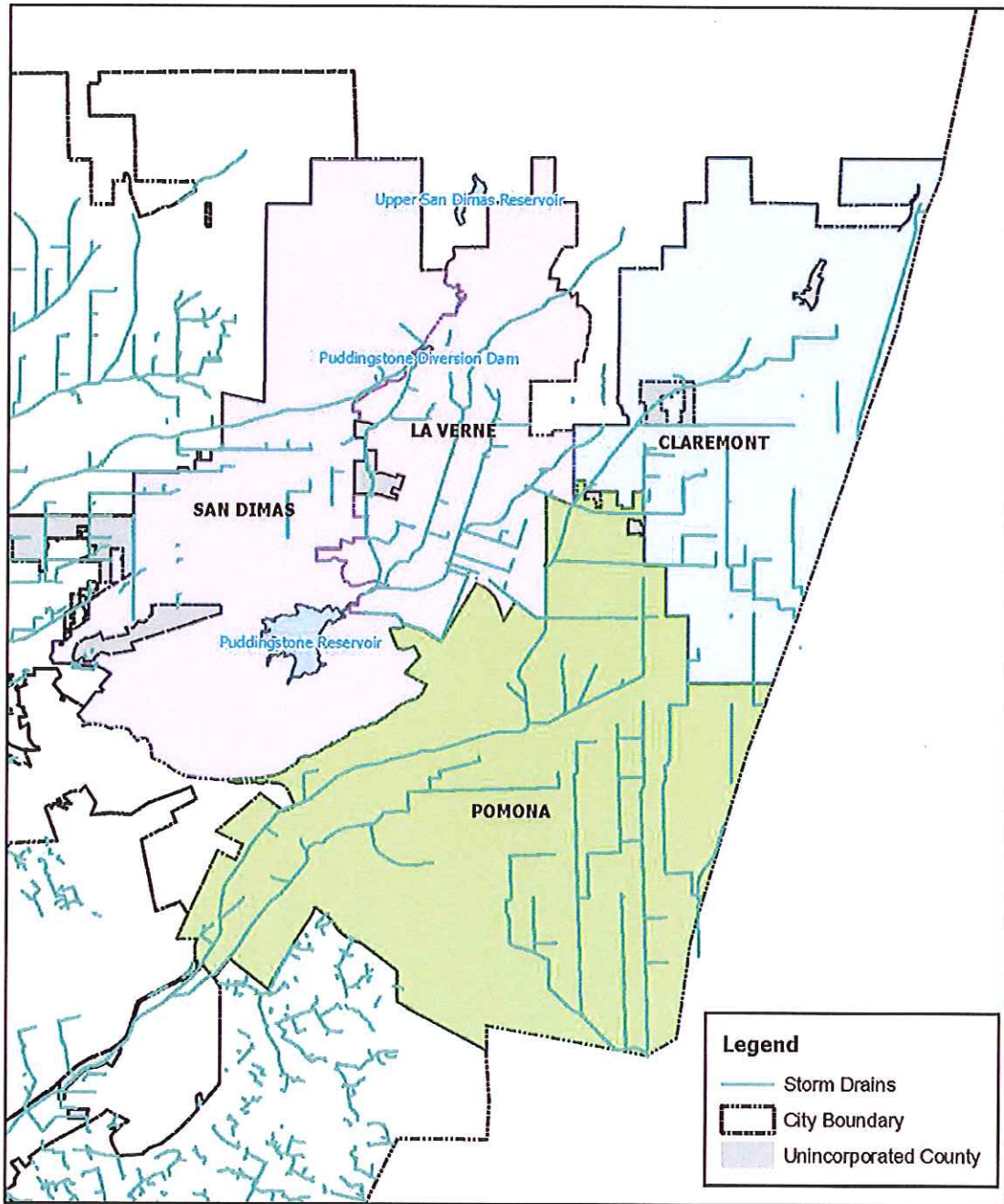
The Total Maximum Daily Loads (TMDLs) that are currently applicable to the ESGV WMA Permittees were developed by either the United States Environmental Protection Agency (USEPA) or adopted by the Santa Ana Regional Water Quality Control Board. As shown in **Figure 2**, a substantial portion on the eastern side of the Cities of Claremont and Pomona drain to the San Antonio or Chino Creeks and the Santa Ana River. Although the ESGV WMA Permittees continue to implement Best Management Practices (BMPs) and other pollutant source controls that should alleviate the TMDL identified beneficial use impairments, these TMDLs contain no interim or final RWLs or Water Quality Based Effluent Limitations (WQBELs) compliance dates during the WMP and CIMP Plans development period. Compliance Schedules for USEPA established TMDLs would be developed as proposed in Permit Part VI.E.3, while the Middle Santa Ana River Bacteria TMDL schedule will follow Permit Attachment R.



**East San Gabriel Valley WMA
Major Roads and City Boundaries**



Figure 1. East San Gabriel Valley Watershed Management Area Permittees and Vicinity Map.



**East San Gabriel Valley WMA
Storm Drains**



Figure 2. Major Drainage Conveyances in the East San Gabriel Valley WMA.

SECTION 3. IDENTIFY TMDL CONTROL MEASURES

The ESGV WMA Permittees intend to continue to effectively implement the Minimum Control Measures (MCM) provisions of the 2012 MS4 Permit in anticipation of demonstrating continued progress toward regional water quality and beneficial use objectives in local receiving waters.

SECTION 4. LID ORDINANCE AND GREEN STREETS POLICY STATUS

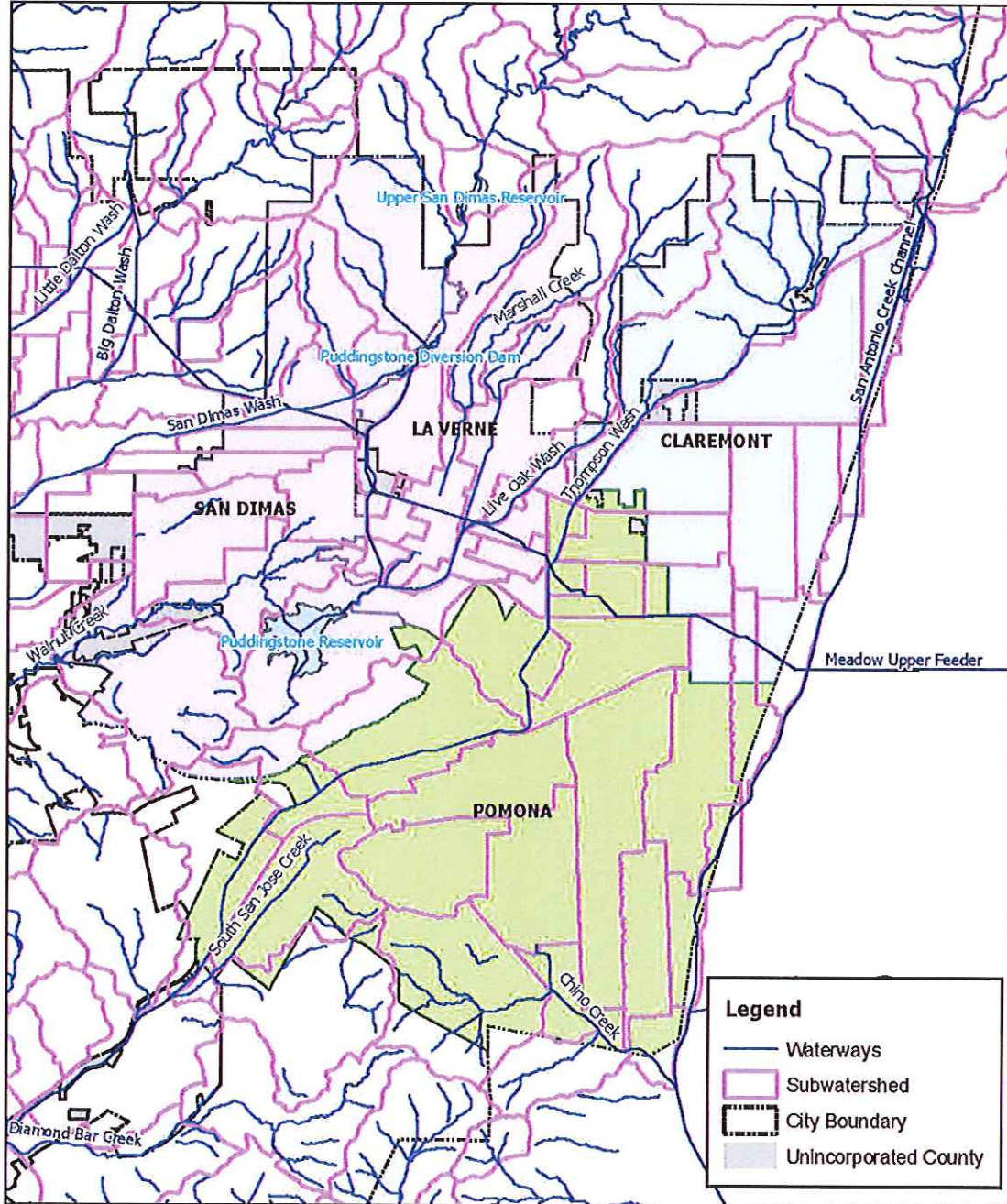
The ESGV WMA Cities of Claremont, La Verne, and Pomona have drafted LID ordinances and Green Streets policies, derived from the templates provided by the Los Angeles Permit Group, which follow as Attachments B and C respectively. The City of San Dimas has developed separate draft LID and Green Streets documents, which follow as Attachments D and E respectively. The adoption status of these measures, within the ESGV WMA, is summarized on **Tables 1 and 2**, using Permittee area estimates provided by the Los Angeles County Department of Public Works. Once adopted, these ordinances and policies are anticipated to be in compliance with applicable sections of the 2012 MS4 Permit. However, to avoid unanticipated discrepancies or conflicting interpretations among adjacent agencies, adoption of the ordinance by each agency will follow release, and review for substantial conformance, of the County of Los Angeles LID Ordinance. Subwatersheds from the Los Angeles County Geospatial Library, are shown in **Figure 3**, however these areas may be subject to revision during WMP Plan development, when the boundaries must be better characterized in anticipation of CIMP and RAA analyses.

Table 1. Status of LID Ordinance Adoption by the ESGV WMA Permittees.

ESGV WMA Permittee	LID Ordinance Status	ESGV WMA for which Permittee is Responsible [acres]	ESGV WMA Addressed by Permittee's Draft LID Ordinance [acres]	Percent of Watershed Area
City of Claremont	Draft Ordinance	5,790	5,790	100%
City of La Verne	Draft Ordinance	5,030	5,030	100%
City of Pomona	Draft Ordinance	7,929	7,929	100%
City of San Dimas	Draft Ordinance	8,539	8,539	100%
Summary for ESGV WMA		27,288	27,288	100%

Table 2. Status of Green Street Policy Adoption by the ESGV WMA Permittees.

ESGV WMA Permittee	Green Street Policy Status	ESGV WMA for which Permittee is Responsible [acres]	ESGV WMA Addressed by Permittee's Draft Green Street Policy [acres]	Percent of Watershed Area
City of Claremont	Draft Policy	5,790	5,790	100%
City of La Verne	Draft Policy	5,030	5,030	100%
City of Pomona	Draft Policy	7,929	7,929	100%
City of San Dimas	Draft Policy	8,539	8,539	100%
Summary for ESGV WMA		27,288	27,288	100%



**East San Gabriel Valley WMA
LA County Subwatersheds**



Figure 3. Los Angeles County Designated Subwatersheds in the East San Gabriel Valley WMA.

[Home](#) ·» [Water Issues](#) ·» [Programs](#) ·» [Stormwater](#) ·» [Municipal](#) ·» [Watershed Management](#) ·» [San Gabriel](#) ·» [Lower Sangabriel](#)

Lower San Gabriel River Watershed Management Group

The Lower San Gabriel River Watershed Management Group consists of the City of Norwalk as the coordinating agency for the Watershed Management Plan and Coordinated Integrated Monitoring Program development, the cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Pico Rivera, Santa Fe Springs, Whittier, and Los Angeles County Flood Control District. The submittals pertaining to the Lower San Gabriel River Watershed Management Group are below:

- » [Notice of Intent](#)
- » [Low Impact Development Ordinance](#)
- » [Green Streets Policy](#)
- » [Green Streets Manual](#)

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The California Water Boards include the [State Water Resources Control Board](#) and nine [Regional Boards](#).
The State Water Board is one of five environmental entities operating under
the authority of the California Environmental Protection Agency
[Cal/EPA](#) | [ARB](#) | [DPR](#) | [DTSC](#) | [OEHHA](#) | [SWRCB](#)

**Notice of Intent to Develop a
Watershed Management Program (WMP) and a
Coordinated Integrated Monitoring Program (CIMP)
for
the Los Cerritos Channel Watershed**

Prepared for:

City of Bellflower

City of Cerritos

City of Downey

City of Lakewood

City of Long Beach

City of Paramount

City of Signal Hill

Los Angeles County Flood Control District (LACFCD)

Caltrans

June 27, 2013

LOS CERRITOS CHANNEL WATERSHED
NOTICE OF INTENT PACKAGE

TRANSMITTAL LETTER

The Los Cerritos Channel Watershed Group

June 25, 2013

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

Attn.: Renee Purdy

LETTER OF INTENT TO PARTICIPATE IN THE DEVELOPMENT OF A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) IN COOPERATION WITH THE LOS CERRITOS CHANNEL METALS TMDL TECHNICAL COMMITTEE

Dear Mr. Unger:

The Los Cerritos Channel (LCC) Metals TMDL Technical Committee now known as the Los Cerritos Channel Watershed Group (LCCWG) is submitting the attached Notice of Intent (NOI) package to your Board on behalf of our members. The LCCWG is comprised of the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, as well as the Los Angeles County Flood Control District, and Caltrans. We are developing a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP) and intend to comply with the requirements and provisions of Order No. R4-2012-0175.

Attached to this NOI package for the Los Cerritos Channel Watershed are letters of intent from our member cities.

While maintaining the 18-month schedule for development of the WMP and CIMP, we intend to continue to evaluate and consider the Enhanced WMP (EWMP) option. If the group decides prior to December 28, 2013 to develop an EWMP, your office will be notified in a supplemental Notice of Intent, together with revised Letters of Intent from member cities and agencies.

Should you have any questions, please contact one of us at the following numbers: Anthony Arevalo, 562.570.6023; or Steve Myrter, 562.989.7356. Thank you.

Sincerely,
ON BEHALF OF THE LOS CERRITOS CHANNEL METALS TMDLS TECHNICAL COMMITTEE



ANTHONY AREVALO
Co-Chair, Los Cerritos Channel
Metals TMDLs Technical Committee



STEVE MYRTER
Co-Chair, Los Cerritos Channel
Metals TMDLs Technical Committee

LOS CERRITOS CHANNEL WATERSHED
NOTICE OF INTENT PACKAGE

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LOS CERRITOS CHANNEL WATERSHED
NOTICE OF INTENT PACKAGE

LOS CERRITOS CHANNEL WATERSHED NOI

Notice of Intent

Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP)

Los Cerritos Channel Watershed

SECTION 1

PROGRAM TYPE AND PERMITTEES

The Permittees (listed in Table 1) that are party to this Notice of Intent (NOI) hereby notify the Los Angeles Regional Water Quality Control Board (Regional Water Board) of their intent to develop a Watershed Management Plan (WMP) for the Los Cerritos Channel Watershed. This NOI is being submitted in accordance with Part VI.C.4.b.i of Order R4-2012-0175. Permittees meet the LID and Green Street conditions in Sections VI.C.4.c.i (1) and (2) and VI.C.4.c.iv (1) and (2) and will submit the Draft WMP within 18 months of the effective date of Order R4-2012-0175 (June 28, 2014). Demonstration that the conditions of Part VI.C.4.c.i (1) have been met in greater than 50% of the watershed area is contained in Attachment A that demonstrates that the Cities of Downey, Lakewood, Paramount, and Signal Hill, which together comprise 69.99% of the total portion of the watershed included in the MS4 Permit for the Coastal Watersheds of Los Angeles Except Those Discharges Originating from the City of Long Beach, commenced development of a Low Impact Development (LID) Ordinance and a Green Streets Policy in collaboration with the Gateway Water Management Authority by February 26, 2013. Demonstration that the conditions of Part VI.C.4.c.iv (2) have been met in greater than 50% of the watershed area is contained in the attachments to the letters of intent from the cities of Bellflower, Cerritos, Lakewood, Paramount, and Signal Hill, which together comprise 97.44% of the total portion of the watershed included in the MS4 Permit.

The Permittees (listed in Table 1) that are party to this NOI also hereby notify the Regional Water Board of their intent to develop a Coordinated Integrated Monitoring Program (CIMP). The Permittees intend to follow a CIMP approach for each of the required monitoring plan elements and will submit the CIMP within 18 months of the effective date of Order R4-2012-0175 (June 28, 2014). Caltrans has long participated informally in meetings of the Los Cerritos Channel Watershed Group (formerly Los Cerritos Channel Metals TMDLs Technical Committee), and the Group is currently negotiating formal participation of Caltrans in preparation of both the WMP and CIMP.

While maintaining the 18-month WMP schedule, the Permittees intend to continue to consider Enhanced WMP (EWMP) options. If the Permittees elect to develop an EWMP prior to the December 28, 2013 deadline, the Permittees will notify the Regional Board.

Table 1. Watershed Management Program Permittees

1. City of Bellflower
2. City of Cerritos
3. City of Downey
4. City of Lakewood

5. City of Long Beach ¹
6. City of Paramount
7. City of Signal Hill
8. Caltrans ¹
9. Los Angeles County Flood Control District (LACFCD)

¹ The City of Long Beach and Caltrans are Regulated Under Separate MS4 Permits

SECTION 2

TOTAL MAXIMUM DAILY LOADS ESTABLISHED WATER QUALITY BASED EFFLUENT LIMITATIONS

At this time, there are no interim or final Water Quality Based Effluent Limitations (WQBELs) for trash applicable to the Watershed. Rather, the only interim or final WQBELs directly applicable to the Watershed are for the Los Cerritos Channel Total Maximum Daily Loads (TMDLs) for Metals established by the USEPA on March 17, 2010. On June 6, 2013, the Regional Water Board adopted Resolution No. R13-XXX with two attachments. Attachment B specifies an interim compliance date of September 30, 2017, which is after the anticipated approval date for the WMP, but approximately three months prior to the expiration date for Order No. R4-2012-0175. Attachment B also specifies two additional interim compliance dates in 2020 and 2023 and a final compliance date of September 30, 2026. Pursuant to Section VI.E.3 of the Order, the WMP will become the Implementation Plan for the EPA-established Los Cerritos Channel Metals TMDLs.

In addition, the cities of Bellflower, Lakewood, Long Beach, Paramount, and Signal Hill, together with Caltrans and the Los Angeles County Flood Control District (LACFCD) have been named as responsible parties in the Total Maximum Daily Load for Toxic Pollutants in the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters. This TMDL became effective on March 23, 2012. There are no interim or final WQBELs directly applicable to the Los Cerritos Channel Watershed. However, there are general plan development, monitoring, reporting, and plan implementation requirements that could impact the watershed. Initial work on these tasks is being coordinated by the Regional Monitoring Coalition with which the applicable permittees are coordinating.

Table 2 lists applicable interim, final Water Quality Based Effluent Limitations (WQBELs) limitations established by the Implementation Schedule for the Los Cerritos Channel TMDLs¹ for Metals.

Table 2. Applicable Interim and Final WQBELs occurring before and after Watershed Management Program Approval.

TMDL Order	WQBEL	Interim/Final	Compliance Date
Los Cerritos Channel TMDLs for Metals 2010-2026	Dry Weather ¹ 30% of drainage area	Interim	9/30/2017
	70% of drainage area	Interim	9/30/2020

	100% of drainage area	Interim	9/30/2023
	Wet Weather ¹		
	10% of drainage area	Interim	9/30/2017
	35% of drainage area	Interim	9/30/2020
	65% of drainage area	Interim	9/30/2023
	100% of drainage area	Final	9/30/2026

¹ An Implementation Schedule for the Los Cerritos Channel Metals TMDLs was approved by the Regional Water Board on June 6, 2013 in Attachment B to Resolution No. R13-XXX.

SECTION 3

IDENTIFY TMDL CONTROL MEASURES:

Table 3 identifies the control measures being implemented by each Permittee for each TMDL. The Permittees will continue to implement these measures during the development of the WMP.

Table 3. Control Measures that are and will be Implemented Concurrently with WMP Development

Permit	Program Elements	Control Measures
Continued Implementation of Permit Requirements	Public Information and Public Participation Program	Provide Public Information related to control of metals
	Industrial/Commercial Facilities Program	Track critical sources of metals Inspect critical industrial sources of metals Notify industries identified as potential sources of metals of BMP requirements applicable to their sites
	Planning and Land Development Program	Implement New Development/Redevelopment Project Performance Criteria
	Development Construction Program	Implement Construction Site Inventory Tracking Implement Construction Plan Review and Approval Procedures Conduct Construction Site Inspections
	Public Agency Activities Program	Implement Public Construction Management and Public Facility Inventory Inventory Existing Development for Retrofitting Opportunities Train Employees in Targeted Positions and Contractors

SECTION 4

DEMONSTRATION OF MEETING LID ORDINANCE AND GREEN STREET POLICY REQUIREMENTS

The Permittees that are party to this NOI have LID Ordinances and Green Streets Policies in place or in development. Table 4 summarizes the status of the Permittees' LID ordinances and Table 5 summarizes the status of the Permittees' Green Streets policies. More than 50% of the MS4 watershed area regulated by Order No. R4-2012-0175 that will be addressed by the WMP is covered by LID ordinances and Green Streets policies.

Table 4. LCC: Status of LID Ordinance Coverage of the MS4 Watershed Area Addressed by the WMP¹

Permittee	LID Ordinance Status	MS4 Watershed Area for which Permittee is Responsible ¹ [acres]	MS4 Watershed Area Covered by Permittee's LID Ordinance [acres]	Percentage of Watershed Area
Bellflower	In Place	2,818.43	2,818.43	15.91%
Cerritos	Draft Ordinance	57.60	57.60	0.33%
Downey	In Development	245.0	245.0	1.38%
Lakewood ²	Draft Ordinance	4,802.77	4,802.77	27.12%
Paramount	Draft Ordinance	1,128.93	1,128.93	6.37%
Signal Hill	Draft Ordinance	530.75	530.75	3.00%
Total LA MS4 City Watershed Area		9,583.48		
Long Beach	In Place	7,535.38	7,535.38	42.55%
Total LA and Long Beach MS4 Watershed Area		17,118.86		
Caltrans ³	NA	497.97	NA	2.81%
LACFCD ³	NA	NA	NA	NA
Total Los Cerritos Channel Watershed Area		17,616.83⁴		
Total LA MS4 City Watershed Area Covered By In Place or Draft LID Ordinances			9,338.48⁴	
Total LA and Long Beach MS4 City Watershed Area Covered by In Place or Draft LID Ordinances			16,873.86⁴	
% of LA MS4 City Watershed Area Covered By In Place or Draft Ordinances				97.44%
% of LA and LB MS4 City Watershed Area Covered by LID Ordinances				98.57%
Status Descriptions:				
<ul style="list-style-type: none"> • In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of Order R4-2012-0175 for its portion of the watershed. • Draft Ordinance -- Permittee has completed, or will complete by June 28, 2013, the development of a draft LID Ordinance in compliance with the requirements of Order R4-2012-0175 for its portion of the watershed. • In Development – Permittee initiated development of an LID Ordinance for its portion of the watershed within 60 days of the effective date of the Order in compliance with the requirements of Order R4-2012-0175. 				

¹ Caltrans is under a separate statewide permit and its acreage is subtracted from city acreage.

² Lakewood will adopt a modified version of the County of Los Angeles LID Ordinance.

³ The properties of Caltrans and LACFCD are not subject to inclusion in an LID Ordinance, nor in a municipal Green Streets Policy.

⁴ Not including 95-acre unincorporated County area being addressed separately.

Table 5. LCC: Status of Green Street Policy Coverage of the MS4 Watershed Area Addressed by the WMP¹

Permittee	Green Street Policy Status	MS4 Watershed Area for which Permittee is Responsible ¹ [acres]	MS4 Watershed Area Covered by Permittee's Green Street Policy [acres]	Percentage of Watershed Area
Bellflower	Draft Policy	2,818.43	2,818.43	15.91%
Cerritos	Draft Policy	57.60	57.60	0.33%
Downey	In Development	245.0	245.0	1.38%
Lakewood	Draft Policy	4,802.77	4,802.77	27.12%
Paramount	In Place	1,128.93	1,128.93	6.37%
Signal Hill	In Place	530.75	530.75	3.00%
Total LA MS4 City Watershed Area		9,583.48		
Long Beach	In Development	7,535.38	7,535.38	42.55%
Total LA and Long Beach MS4 City, Watershed Area		17,118.86		
Caltrans ²	NA	497.97	NA	2.81%
LACFCD ²	NA	NA	NA	NA
Total Los Cerritos Channel Watershed Area		17,616.83 ³		
Total LA MS4 City Watershed Area Covered By In Place or Draft Green Streets Policies			6,520.05 ³	
Total LA and LB MS4 City Watershed Area Covered by In Place or Draft Green Streets Policies			6,520.05 ³	
% of LA MS4 City Watershed Area Covered By In Place or Draft Green Streets Policies				97.44%
% of LA and LB MS4 City Watershed Area Covered by In Place or Draft Green Streets Policies				54.55%
<p>Status Descriptions:</p> <ul style="list-style-type: none"> • In Place – Permittee has adopted a Green Streets Policy that is in compliance with the requirements of Order R4-2012-0175 for its portion of the watershed. • Draft Ordinance – Permittee has completed, or will complete by June 28, 2013, the development of a draft Green Streets Policy in compliance with the requirements of Order R4-2012-0175 for its portion of the watershed. • In Development – Permittee initiated development of a Green Streets Policy for its portion of the watershed within 60 days of the effective date of the Order in compliance with the requirements of Order R4-2012-0175. 				

¹ Caltrans is under a separate statewide permit and its acreage is subtracted from city acreage.

² The properties of Caltrans and LACFCD are not subject to inclusion in an LID Ordinance, nor in a municipal Green Streets Policy.

³ Not including 95-acre unincorporated County area being addressed separately.

SECTION 5

GEOGRAPHIC SCOPE OF WATERSHED MANAGEMENT PROGRAM

The Los Cerritos Channel Watershed encompasses a land area of approximately 17,711 acres (27.7 square miles). It extends from just north of I-105 in Downey to Atherton Street in Long Beach where it discharges into the Los Cerritos Channel Estuary, which, in turn, discharges through Marine Stadium and Alamitos Bay to San Pedro Bay. The watershed includes ten MS4 Permittees regulated under three different MS4 permits. Nine of these Permittees are participating together in development of a WMP and a CIMP. This WMP and CIMP only includes the areas of the participating Permittees within the Los Cerritos Channel Freshwater watershed; it does not include areas directly tributary to the Los Cerritos Channel Estuary, nor areas directly tributary to Alamitos Bay. The WMP and CIMP will also include all LACFCD facilities within the Los Cerritos Channel Watershed, excluding any unincorporated County areas. The total area covered by the WMP includes approximately 17,617 acres. A 95-acre unincorporated County area with a separate WMP will be excluded from the WMP prepared by the Los Cerritos Channel Watershed Group. Table 6 provides a breakdown of the land area within the Los Cerritos Channel Watershed by Permittee.

Table 6. Los Cerritos Channel Watershed Land Area by Permittee.

Permittee	Land Area (Acres) ^{1,2}	Percent of Total Area
Bellflower	2,818.43	15.91%
Cerritos	57.60	0.33%
Downey	245.0	1.38%
Lakewood	4,802.77	27.12%
Long Beach	7,535.38	42.55%
Paramount	1,128.93	6.37%
Signal Hill	530.75	3.00%
Caltrans	497.97 ¹	2.81%
LACFCD	NA ²	NA

¹ Caltrans average subtracted from city areas.

² LACFCD acreage is included in city areas.

SECTION 6

PLAN CONCEPT AND INTERIM MILESTONES AND DEADLINES

If at any point, the Permittees elect to develop an EWMP, the Permittees propose to follow the schedule in Table 7:

Table 7. Enhanced Watershed Management Program Interim Milestones and Target Completion Dates.

Milestone	Target Date
Notify Regional Board on decision to elect to develop an Enhanced WMP instead of WMP	December 2013
Compile technical memorandum of water quality priorities	December 2013
Complete internal draft of EWMP Work Plan	March 2014
Complete draft CIMP	April 2014
Submit final CIMP and final EWMP Work Plan	June 2014
Complete initial RAA based on selected watershed control measures	December 2015
Complete internal draft of EWMP	April 2015
Submit draft EWMP to Regional Water Board	June 2015
Submit Final EWMP to Regional Water Board (revised based on the Regional Water Board comments)	January 2016

SECTION 7

COST ESTIMATE

It is estimated that the cost for the development of the CIMP and WMP will be approximately \$650,000. In addition, each Permittee will contribute undefined administrative costs and other in-kind services.

SECTION 8

PERMITTEE MEMORANDA OF UNDERSTANDING

All Permittees to the WMP are committed to the completion of the program development.

A copy of each city's existing MOA is attached to city Letters of Intent. A new MOA is under development. It will be signed by all permittees participating in development of the WMP and CIMP. A copy of the current draft is in Attachment B of this NOI.

SECTION 9

COMMITMENT TO IMPLEMENT A STRUCTURAL BMP OR SUITE OF BMPs

The Permittees listed in Table 8 will implement the identified structural BMP to fulfill the obligations under Part VI.C.b.iii.(5) if the WMP is converted to an EWMP.

Table 8. Structural BMP or Suite of BMPs to be Implemented in the EWMP Watershed.

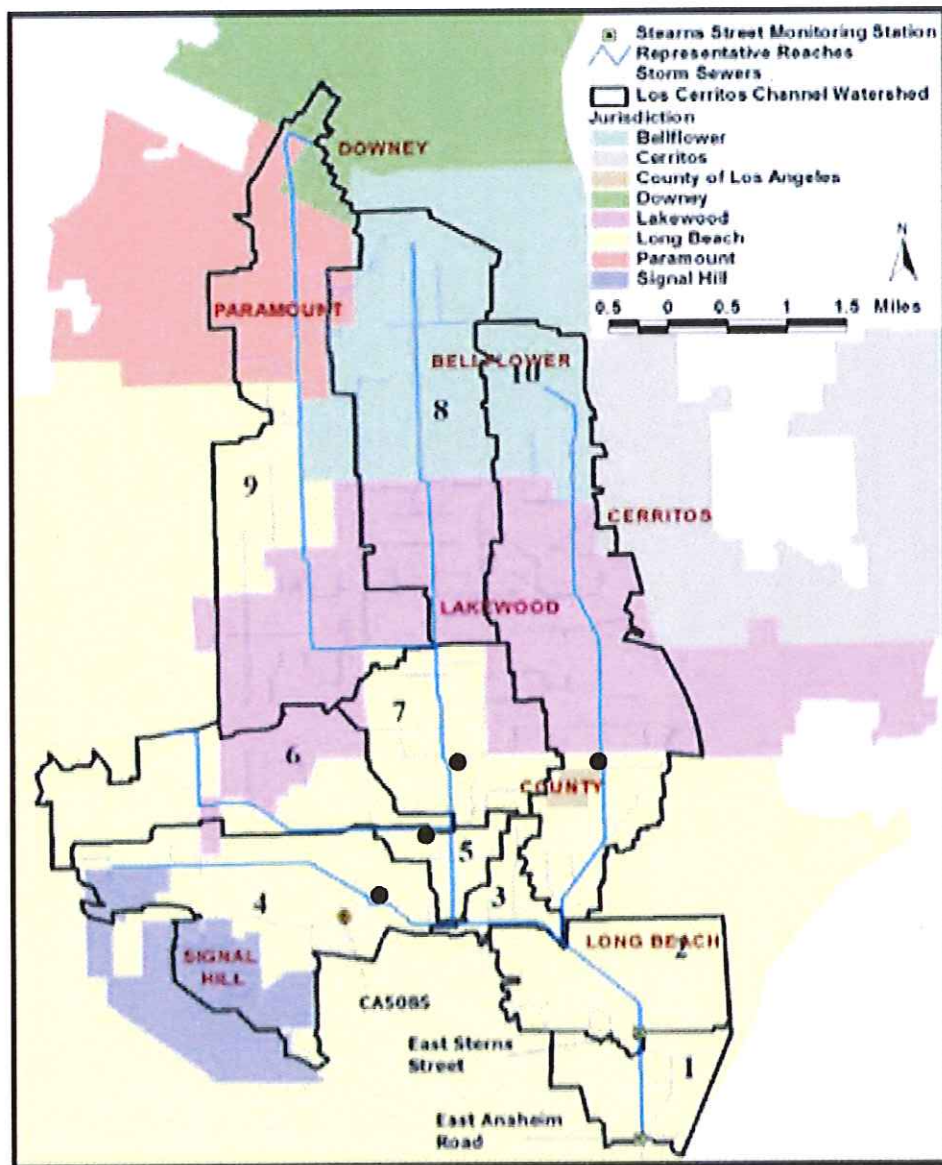
Watershed	Permittee	Structural BMP or Suite of BMPs to be Implemented	Planned Implementation Date
Los Cerritos Channel	All listed on Table 1	The Permittees are evaluating potential sites within the watershed for installation of a CDS unit, preferably in a location where it could serve as pre-treatment for a future stormwater capture facility. ^{1,2}	To Be Determined ³

¹ The Los Cerritos Channel Watershed Group has selected a CDS unit as its potential initial structural BMP because these units capture sediment to which metals adhere, as well as trash and debris to address the 303(d) listing of Los Cerritos Channel for Trash.

² In addition, five cities in the watershed have applied for a Proposition 84 Integrated Regional Water Management (IRWM) grant for several hundred full-capture inserts for catch basins within the watershed. If this grant application is funded, this suite of BMPs may be implemented instead of a single CDS unit.

³ Within thirty months of the effective date of this Order R4-2012-0175.

Figure 1: Los Cerritos Channel Watershed ^{1,2}



● Potential locations for installation of a CDS unit before June 28, 2015.

¹ A 5.05-acre area in the City of Downey drains to the Los Angeles River Watershed. While this area is included in this and other maps related to the TMDL, it has been excluded from TMDL calculations, allocations, and other tables and text (except those presenting model results) for the Los Cerritos Channel Metals TMDLs.

² Does not include 95-acre unincorporated County area being addressed separately.

³ The reference monitoring station for the watershed is located at East Stems Street.

⁴ The reference weather station (CA5085) for the watershed is located at the Long Beach airport.

MALIBU CREEK WATERSHED GROUP NOTICE OF INTENT

ENHANCED WATERSHED MANAGEMENT PROGRAM

AND

COORDINATED INTEGRATED MONITORING PROGRAM

SUBMITTED BY:

Malibu Creek Watershed Group

On Behalf of:

City of Agoura Hills

City of Calabasas

City of Hidden Hills

City of Westlake Village

County of Los Angeles

Los Angeles County Flood Control District

JUNE 27, 2013

1. PROGRAM TYPE AND PERMITTEES [MS4 Permit Section VI.C.4.b.i and Attachment E Section IV.C.1]

The Permittees (listed in Table 1) that are party to this Notice of Intent (NOI) hereby notify the Los Angeles Regional Water Quality Control Board (Regional Water Board) of their intent to develop an Enhanced Watershed Management Program (EWMP) for the Malibu Creek Watershed (MCW). This NOI is being submitted in accordance with Part VI.C.4.b.i of Order R4-2012-0175. Permittees meet the LID and Green Streets conditions and will submit a Work Plan within 18 months of the effective date of the Order R4-2012-0175 (June 28, 2014) and will submit the Draft EWMP within 30 months of the effective date of Order R4-2012-0175 (June 28, 2015).

The Permittees (listed in Table 1) that are party to this NOI hereby notify the Regional Water Board of their intent to develop a Coordinated Integrated Monitoring Program (CIMP). The Permittees intend to follow a CIMP approach for each of the required monitoring programs elements and will submit the CIMP within 18 months of the effective date of Order R4-2012-0175 (June 28, 2014).

Table 1. Enhanced Watershed Management Program Permittees

1	City of Agoura Hills
2	City of Calabasas
3	City of Hidden Hills
4	City of Westlake Village
5	County of Los Angeles
6	Los Angeles County Flood Control District

2. INTERIM AND FINAL TDML COMPLIANCE DEADLINES [Section VI.C.4.b.ii]

Table 2 lists the Total Maximum Daily Loads (TMDLs) that have specifically been developed for the Malibu Creek Watershed and the TMDLs that apply to the Malibu Creek Watershed as a subwatershed in the Santa Monica Bay Watershed Management Area. Interim and final compliance deadlines of the Malibu Creek Watershed Trash and Santa Monica Bay Debris TMDLs and final compliance deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 3.

The watershed control measures that will be implemented to meet the requirements of the interim and final trash water quality based effluent limits (WQBELs) and all other final WQBELs are described in more detail in Attachment 1 of this NOI.

Table 2. TMDLs applicable to Malibu Creek Watershed

No.	Resolution No.	Watershed	Pollutant	Title	Status
1	R12-009	Malibu Creek	Bacteria	Reconsideration of Certain Technical Matters of the TMDL for Bacteria Indicator Densities in Malibu Creek and Lagoon	Approved by Regional Board on Jun. 7, 2012
2	2008-007	Malibu Creek	Trash	Malibu Creek Trash TMDL	TMDL In Effect on Jul. 7, 2009
3	2004-019R	Malibu Creek	Bacteria	Malibu Creek Bacteria TMDL	TMDL In Effect on Jan. 24, 2006
4	R10-010	Santa Monica Bay	Debris	Bay Nearshore Debris TMDL	TMDL In Effect on Mar. 20, 2012
5	2002-022	Santa Monica Bay	Bacteria	Bacteria TMDL (Wet Weather)	TMDL In Effect on Jul. 15, 2003
6	U.S. EPA ID: 11900	Malibu Creek	Nutrients	Malibu Creek Nutrient TMDL	EPA Promulgated Mar. 21, 2003
7	US EPA	Malibu Creek	Sedimentation and Nutrient	Sedimentation and Nutrient TMDL	Expected Establishment: Jul. 2013
8	U.S. EPA	Santa Monica Bay	Toxics	Toxics TMDL	EPA Promulgated Mar. 26, 2012

Table 3. Interim (trash) and final TMDL compliance deadlines prior to EWMP approval

TMDL	Milestone	Interim /Final	Deadline
Malibu Creek Trash TMDL	20% reduction of baseline load	Interim	July 7, 2013
	40% reduction of baseline load	Interim	July 7, 2014
	60% reduction of baseline load	Interim	July 7, 2015
	80% reduction of baseline load	Interim	July 7, 2016
	100% reduction of baseline load	Final	July 7, 2017
Santa Monica Bay Beaches Bacteria TMDL	Compliance with allowable exceedance days for summer and winter dry weather	Final	Dry Weather: April 1, 2006 Winter Dry: November 1, 2009 Wet Weather: July 15, 2013
Malibu Creek and Lagoon Bacteria TMDL	Summer Dry Weather Winter Dry Weather	Final Final	April 1, 2009 November 1, 2012

3. GEOGRAPHICAL SCOPE [Section VI.C.4.b.iii.(1)]

As shown in Table 4, the Malibu Creek Watershed has land under the jurisdiction of the Counties of Los Angeles and Ventura, numerous cities in the Counties of Los Angeles and Ventura, and several State of California and Federal agencies. The total land area of the watershed is approximately 70,651 acres.

Table 4. Overview of the Entire Malibu Creek Watershed

Watershed Agencies	EWMP Participation	Land Area (Acres)	Percentage of Land Area
Caltrans	No	342	0.48%
City of Agoura Hills	Yes	5,178	7.33%
City of Calabasas	Yes	4,941	6.99%
City of Hidden Hills	Yes	105	0.15%
City of Malibu	No	536	0.76%
City of Simi Valley	No	123	0.17%
City of Thousand Oaks	No	6,292	8.91%
City of Westlake Village	Yes	3,540	5.01%
County of Los Angeles	Yes	19,228	27.22%
County of Ventura	No	15,360	21.74%
Los Angeles County Flood Control District	Yes	N/A	N/A
National Park Service	No	6,881	9.74%
Santa Monica Mountains Conservancy	No	477	0.68%
State Parks	No	7,648	10.83%
Total Land Area (Acres)		70,651	100%

Table 5 shows the agencies that have agreed to collectively develop the Malibu Creek Watershed EWMP and CIMP. The agencies include the County of Los Angeles, the Los Angeles County Flood Control District, and all the cities within the Malibu Creek Watershed that are located in the County of Los Angeles, except the City of Malibu. The land area that is under the jurisdiction of the aforementioned MS4 Permittees comprises the geographic scope of the MCW EWMP, as shown in Figure 1. The MCW EWMP area is approximately 32,992 acres, which is approximately 46.7 percent of the total area in the Malibu Creek Watershed. The agencies that are participating in the development of the MCW EWMP do not have jurisdiction over the lands that are under the jurisdiction of the National Park Service, State Park Service, the Santa Monica Mountains Conservancy, and Caltrans; therefore, those lands are not included in the area that will be addressed by the EWMP. However, the MS4 Permittees that are participating in the development of the MCW EMWP will seek collaboration with these agencies during the development of the MCW EWMP.

Table 5. MCW EWMP Agencies and Land Area

EWMP Participating Agencies	Land Area (Acres)	Percentage of Land Area
City of Agoura Hills	5,178	15.70%
City of Calabasas	4,941	15.00%
City of Hidden Hills	105	0.30%
City of Westlake Village	3,540	10.70%
County of Los Angeles	19,228	58.30%
Los Angeles County Flood Control District	N/A	N/A
Total Land Area (Acres)	32,992	100%

4. PLAN CONCEPT [Section VI.C.4.b.iii.(1)]

The Malibu Creek Watershed EWMP agencies have a long history of working together and have collectively developed several implementation plans with strategies for compliance in a Malibu Creek Watershed Integrated TMDLs approach. The implementation and compliance strategies are based on a multi-pollutant approach with a focus on green infrastructure Best Management Practices (BMPs) that maximize the retention and use of urban runoff as a resource for recharging aquifers and for irrigation and other uses. Many of the green infrastructure projects proposed in the 2007 Integrated TMDL Implementation Plan for the Malibu Creek Watershed (2007 TMDL IP) were identified by the Watershed's stakeholders.

The Malibu Creek Watershed EWMP will build on the 2007 TMDL IP, 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 an enhanced regional project.

Based on the available information, the Malibu Creek Watershed EWMP agencies believe that opportunities exist, within the agencies' collective jurisdictional areas, for collaboration on multi-benefit projects that will meet the intent of the EWMP approach. Several regional, multi-benefit projects that had been included in the 2007 TMDL IP shall be considered for the EWMP regional projects.

5. COST ESTIMATE [Section VI.C.4.b.iii.(2)]

The Malibu Creek Watershed EWMP agencies collaboratively prepared a scope of work and cost estimate for developing the EWMP Work Plan, the CIMP, and the EWMP for the Malibu Creek Watershed. It is estimated that the cost for the EWMP Work Plan, the CIMP, and the EWMP development will be \$600,000. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing Malibu Creek Watershed Bacteria TMDL Coordinated Monitoring Plan, the 2007 TMDL IP, and several other watershed planning documents. In addition to contract costs it is estimated that the cost of staff time for EWMP Agencies to administer, research, evaluate, and prepare for reviews and approvals will exceed several hundred thousand dollars over the 30 month period.

6. MEMORANDUM OF AGREEMENT [Section VI.C.4.b.iii.(3)]

Attachment 2 includes a final draft of the Memorandum of Agreement between the City of Calabasas, as the lead agency, and the other Malibu Creek Watershed EWMP participating agencies. Also included in Attachment 2 are letters of intent for the participating agencies.

7. INTERIM MILESTONES AND DUE DATES FOR PLAN DEVELOPMENT [Section VI.C.4.b.iii.(4)]

Table 5 summarizes the interim milestones and due dates for development of the EWMP Work Plan, CIMP, and EWMP. The milestones are based on the scope of work agreed to by the Malibu Creek Watershed EWMP agencies. The draft technical memoranda will summarize the information and approaches for development of the specified components of the EWMP Work Plan, CIMP, and EWMP. It is expected that the draft technical memoranda will not be finalized, instead the information presented in the memoranda will be revised based on comments and presented in the Work Plan, CIMP, and EWMP.

Table 5. Proposed interim milestones and deadlines for plan development

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

8. STRUCTURAL BMP [Section VI.C.4.b.iii.(5)]

During the 30-month program development, the Malibu Creek Watershed Group will be implementing 2 structural BMPs to demonstrate its commitment to improving water quality in the watershed. The goal of both projects is to reduce dry- and wet-weather runoff for the beneficial use of surface irrigation or infiltration. Below is a brief description of the structural BMPs. Project fact sheets are included in Attachment 3.

- a) Citywide Smart irrigation Control System shall be implemented by the City of Calabasas
Replacement of irrigation controllers is projected to provide regional benefits by reducing urban runoff that is associated with nutrient loaded recycled water used for irrigation and will reduce discharges of other pollutants to the MS4 system carried by overwatering of landscaped areas.

- b) Lindero Parkway Improvements shall be implemented by the City of Westlake Village
This parkway project is 30 foot wide by over a mile long. Half of this parkway was originally a flood control maintenance road and the other half a landscaped area. This project will have a Riparian Zone theme. With the new project, the combined width of the old maintenance road and landscaped area, this area will become a new walking path where there is currently no sidewalk. This project, when completed, will provide a long and meandering walking path with conversation seating areas. This project will also include drainage facilities that will include specific BMP's. The newly renovated area will be drained via bio-swailes throughout the entire length of the project. These swales will meander thru the entire length with the main goal of percolation and evaporation of all nuisance flows throughout the year. Stormwater runoff would then be treated in the bio-swale followed by discharge into Westlake Lake. This project will also have educational signage on a riparian zone and the stormwater cleanup objectives of this project.

9. LID ORDINANCE [Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1)]

Table 6 summarizes the status of Low Impact Development (LID) ordinances by the MCW EWMP agencies. As presented in Table 6, greater than 50 percent of the MCW EWMP Area has a draft LID ordinance in place. A copy of the draft ordinances is available upon request.

Table 6. Summary of percent EWMP area addressed by LID ordinances

EWMP agency	% EWMP area	Status LID ordinance
City of Agoura Hills	15.7%	Drafted
City of Calabasas	15.0%	Drafted
City of Hidden Hills	0.3%	Drafted
City of Westlake Village	10.7%	Drafted
County of Los Angeles	58.3%	Drafted
Los Angeles County Flood Control District	N/A	N/A

10. GREEN STREET POLICES [Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2)]

Table 7 summarizes the status of green street policies by the MCW EWMP agencies. As presented in Table 7, greater than 50 percent of the land area in the MCW EWMP Area has a draft green streets policy in place. A copy of the draft policies is available upon request.

Table 7. Summary of percent EWMP area addressed by Green Street policies

EWMP agency	% EWMP area	Status green street policies
City of Agoura Hills	15.7%	Drafted
City of Calabasas	15.0%	Drafted
City of Hidden Hills	0.3%	Drafted
City of Westlake Village	10.7%	Drafted
County of Los Angeles	58.3%	Drafted
Los Angeles County Flood Control District	N/A	N/A

Attachment 1
Specific Actions by EWMP agencies
for Compliance with Interim and Final Milestones
of the Malibu Creek Watershed TMDLs

Malibu Creek Watershed Trash TMDL

Listed below are current Best Management Practices (BMPs) that have been put in place by the responsible parties:

City of Agoura Hills

The City of Agoura Hills has released contractor bid documents for the installation of full trash capture devices. Units will be installed on all catch basins within the area subject to the TMDL within the timelines provided in Table 3. Some of the City's efforts to implement control measures for compliance with the TMDL are provided in the following:

Existing Ordinances:

- 1) No. 9392.1. - Outdoor Storage and Display Standards Enumerated - Programmatically address the proper handling and disposal of trash and debris associated with landscape maintenance activities.
- 2) No. 9395.1. - Outdoor Dining Design and Operational Standards Enumerated – This section addresses the proper handling of waste associated with food establishment activities.
- 3) Chapter 12 Social Host Accountability - (f):
 - a) No. 5328 - Litter - Provides litter control from general activities.
 - b) No. 5300 - Regulation of Solid Waste Haulers' Activities
 - c) No. 5335 - Residential Collection - Solid Waste Containers
 - d) No. 5343 - Commercial - Maintenance and Place of Containers - Solid waste containers provided by the collector shall be maintained in a clean and healthful condition by the collector.
 - e) No. 5505 - Prohibited Activities. (b) Littering -
 - f) No. 9576.1 - Trash Handling - Trash handling facilities shall be provided for all developments with the CD overlay district with the exception of single-family detached dwellings.

Programs and Projects:

- 1) Street Sweeping - Street sweeping was increased to twice a month within the City's jurisdictional streets.
- 2) California Highway Adoption Company - The City has contracted more than five years with California Highway Adoption Company to perform trash pick-up and weed abatement along the freeway corridor and local streets as directed by City staff.

- 3) Catch Basin Grates & Filters - The City began a pilot program with Water Way Solutions by installing catch basin grates and filters located in two areas by schools to measure their success.
- 4) Storm Drain Marking - All storm drain inlets are stenciled with a "No Dumping. Drains to Ocean." message.
- 5) County Media Contribution - The City of Agoura Hills contributes annually to the County's
- 6) Don't Trash California campaign.
- 7) Trash Receptacles - The City has installed additional trash receptacles at various parks.
- 8) Covenant & Deed Restriction - Development project subject to SUSMP requirements are conditioned to record a covenant for the maintenance of treatment devices.
- 9) Creek Clean-Up - The City sponsors annual community creek clean-up events in various accessible areas of Lindero Creek.
- 10) City Webpage - The City has improved their webpage by increasing the stormwater information.

City of Calabasas

Existing Ordinances:

- 1) No. 2008.251 - Mobile car wash ordinance requires mobile car wash businesses to obtain permits from the City and follow certain regulations to prevent pollutants from entering the storm drain system.
- 2) No. 2006.217 - Second hand smoke ordinance to ensure a cleaner and more hygienic environment for the City, its residents and its natural resources including its creeks and streams.
- 3) No. 2007.233 - Polystyrene ban barring retail food establishments, nonprofit food providers and City facilities from using food packaging materials made of expanded polystyrene, known popularly by the trademark name Styrofoam.

Programs and Projects:

- 1) A total of 156 storm drain catch basin are currently being retrofitted by full capture devices within all public streets in the Malibu Creek Watershed in the City of Calabasas. The project is expected to be completed by September 2013. City is projected to install curb screens on the remaining catch basins as part of a citywide retrofit program by December 2014. Combined with existing CDS units, existing bio-filtration/bio-remediation device and on-going public education campaign, the implementation of this project will bring the City in full compliance with the Trash TMDL.

- 2) Storm Drain Markers - Over 3200 markers were installed on storm drain catch basins throughout the City.
- 3) CDS Unit - Calabasas has managed the installation of one Continuous Deflector Separation (CDS) Units. CDS Unit allows for the separation of sediment and trash from storm water without screens thus allowing for continuous flow before discharging to local creeks. The units are cleaned out on a quarterly basis.
- 4) Infiltration and Bioremediation of Urban Runoff - The City of Calabasas was tasked to design and build a storm water treatment facility to improve the quality of water entering Malibu Lagoon via Las Virgenes Creek and Malibu Creek. This device filters 100% of the average dry weather flow observed in the storm drain and retains all solid pollutant larger than 0.25 inches. A pump unit is integrated with this filter system to bring the filtered water upwards several feet to the sub-surface level to an infiltration bed. Water in the infiltration unit infiltrates to the ground using an area of about 2,400 sq. ft.
- 5) Creek Clean-Ups - The City hosts two annual community creek clean-up events in various accessible areas of Las Virgenes Creek.
- 6) Street Sweeping - Weekly street sweeping takes place within the City's jurisdictional streets.

County of Los Angeles

There are a total of 272 catch basins within County of Los Angeles (County) Unincorporated Areas of the Malibu Creek Watershed. To date, the County has installed full capture trash inserts in 187 of these catch basins to achieve a 69 percent reduction in the baseline waste load allocation. The County expects to install full capture trash screens in the remaining 85 catch basins by December 2014 to achieve a 100 percent reduction in the baseline waste load allocation ahead of the July 7, 2017 compliance deadline established in the TMDL.

Existing County Code:

- 1) Illegal Dumping ban in unincorporated County public lands and/or private land that is not designated for that disposal purpose.
- 2) Stormwater and Runoff Pollution control ordinance which includes a ban on littering. This also includes signage for littering fines and penalties.
- 3) Smoking ban in County Parks prohibited outside of designated smoking areas unless granted by the facilities manager and/or director.
- 4) Ban on plastic grocery bags in unincorporated areas of Los Angeles County

Programs and Projects:

- 1) Storm Drain Markers - All storm drains in unincorporated County are appropriately marked with a "no dumping" message.
- 2) Street Sweeping Program - Street sweeping is conducted weekly in unincorporated areas of Malibu Creek Watershed that have curb and gutter.

City of Hidden Hills

The City of Hidden Hills performed Daily Generation Rate studies for trash and evaluated storm water discharges, to document the amount of trash generated and to demonstrate compliance with the interim trash reduction milestone specified in Table 3. Data for trash collection conducted between August 20, 2012 and September 19, 2012 demonstrates that the City is in compliance with the current effluent limitation for trash. The City's annual trash generation rate is 43 pounds, significantly below the 5703 pounds per year using values derived from the default baseline of the TMDL and Regional Board Staff Report. The City will comply with WLAs by implementing a program for partial capture systems (PCS) in conjunction with best management practices.

Programs and Projects:

- 1) Street Sweeping - Major thoroughfares, residential streets, and parking lots are swept on a weekly, bi-weekly, and monthly basis respectively.
- 2) Ordinances - The City has adopted and enforces litter ordinances to reduce sources of trash within City jurisdictional areas.
- 3) Trash Receptacles - The City has installed trash and recycling receptacles at various high-use locations throughout the City.
- 4) Valet Waste Bins - Waste bin services are available to reduce the accidental discharge of trash.
- 5) City Clean Up Services - Community Association maintenance and cleaning crews routinely clean the entire City area.
- 6) SUSMP/Code Enforcement - SUSMP and the building code are implemented to ensure that building sites are being kept clean.

City of Westlake Village

There are a total of 43 catch basins within the area of Westlake Village that is subject to Malibu Creek Trash TMDL. Of the 43 catch basins, 27 are schedule to be retrofitted with a full capture device by July 7, 2013. The remaining 16 catch basins are within a gated community, and therefore considered to be privately owned. However, these 16 catch basins are connected to

a privately owned stormdrain line that eventually drains through a CDS unit prior to discharging to Lake Lindero.

Programs and Projects:

- 1) Street Sweeping - The City conducts street sweeping citywide on a weekly basis.
- 2) Daily Trash Collection - City public works staff conduct trash collections in the public right-of-way daily.
- 3) Ordinances - The City has enactment and enforcement of litter ordinances to reduce sources of trash within city jurisdictional areas.
- 4) Trash Receptacles - The City has installed trash receptacles at all bus stops, and public gathering areas.
- 5) Catch Basin Cleaning and Maintenance- All City owned and maintained catch basins are cleaned annually and stenciled with a "No dumping – Drains to Lake" message.
- 6) Trash/Debris Capture Devices - The City has retrofitted 25 non-TMDL area catch basins with mechanical trash excluders and eight non-TMDL area debris basin standpipes with filter fabric. By way of SUSMP conditioning, several trash mitigation structural BMPs have been installed throughout the City; such as CDS and clarifier devices.

Malibu Creek and Lagoon Bacteria TMDL

The County of Los Angeles County and the Los Angeles County Flood Control District have submitted Time Schedule Order (TSO) requests for this compliance milestone to the Regional Water Quality Control Board. Under this TSO the County and Flood Control District will perform a Microbial Identification and Source Tracking Study to identify if bacterial exceedences are caused by anthropogenic or natural sources. If the cause of the bacterial exceedences is determined to be anthropogenic, the anthropogenic sources will be identified through the study. This study is essential to identifying actions necessary for compliance with this TMDL.

Finding no direct link between infrequent exceedences from monitoring sites located within receiving waters and municipal outfalls, the EWMP agencies are looking at the above study to help determine the nature and severity of the loading.

The following list includes some of the actions and initiatives undertaken by the agencies in the Malibu Creek Watershed to comply with the Malibu Creek and Lagoon Bacteria TMDL:

1. Constructed water quality improvement projects such as the Malibu Civic Center Stormwater Treatment Facility and Legacy Park Projects, Las Virgenes Creek Restoration Project, Lindero Creek Ozone Treatment Pilot Project, Malibu Lagoon Restoration Project, Medea Creek Restoration Project, Citywide Bioswale Median Enhancement Project, as well as retrofitting of public facilities with LID BMPs to treat onsite runoff, and the capture and infiltration of runoff from a 50-acre city owned facility;

2. Implemented housekeeping BMPs such as street sweeping (some of which is conducted on all streets agency wide on weekly basis), annual inspections and maintenance of critical facilities that include removal of sediment, rotting vegetation, algae mats, and other debris, which in turn reduces food sources for bacteria and bacterial loading;
3. Developed and implemented a robust public outreach program with a focus on the issues of bacterial loading in the Malibu Creek and its tributaries; anthropogenic sources of bacteria; environmental conditions that promote bacterial growth; how the transport of bacteria through the watershed may be reduced by proper collection and disposal of feces from pets, horses, livestock, etc.; proper disposal of trash, including organics like food waste; and reduction of dry-weather runoff, etc. Throughout the years, the MS4 Permittees have conducted numerous public outreach efforts in the Malibu Creek Watershed and the surrounding vicinity that address water-quality issues, mostly notably the Living Lightly in our Watersheds Guide;
4. Developed Low-Impact Development and Water Quality Ordinances;
5. Developed Plans and Studies, such as Structural Best Management Practices Planning and Feasibility Study, Study on Effects of Dense Vegetation and Reduced Flow Rate on Bacterial Levels, Lindero Creek and Stormdrain Bacteria Hotspot Study, Bacteria Source Identification Study, Monitoring Study on Effects of UV Exposure of Elevated Bacterial Loading from Underground Stormdrain Lines, and Integrated TMDL Implementation Plan for the Malibu Creek Watershed; and
6. Open Space Preservation, through land acquisitions such as Ladyface Mountain, King Gillette Ranch, and Ahmanson Ranch.

Attachment 2
Memorandum of Understanding and Letters of Intent

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF CALABASAS AND PARTICIPATING AGENCIES
(CITIES OF AGOURA HILLS, HIDDEN HILLS, AND WESTLAKE VILLAGE, AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND COUNTY OF LOS ANGELES)**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE
MALIBU CREEK WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM**

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the CITY OF CALABASAS, a municipal corporation (CITY), and PARTICIPATING AGENCIES (Cities of Agoura Hills, Hidden Hills, and Westlake Village and Los Angeles County Flood Control District (LACFCD) and County of Los Angeles). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

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

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

WHEREAS, the PARTIES have agreed to collaborate on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula based on Land Area with a Base Fee, attached hereto as Exhibit A and made part of this MOU; and

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

WHEREAS, the 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, an Enhanced Watershed Management Program (EWMP), and a Coordinated Integrated Monitoring Program (CIMP) (collectively, PLANS) in compliance with certain elements of the MS4 Permit, at a total cost of approximately six hundred thousand dollars (\$600,000); and

Notice of Intent (NOI) for the Malibu Creek Watershed Group

*MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK WATERSHED EWMIP AND CIMP*

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 will act on behalf of the PARTIES in the preparation of the PLANS.

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

- (1) Recitals: The recitals set forth above are fully incorporated as part of this MOU.
- (2) Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal, to the Regional Board, of the PLANS.
- (3) Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting to the Regional Board the PLANS.
- (4) Terms: This MOU shall become effective on the latest date of execution by a PARTY and shall remain in effect until (i) the Regional Board's final approval date of the last outstanding portion of the PLANS, (ii) the CITY has provided the PARTIES with an accounting as set forth in paragraph (5)f, and (iii) the PARTIES have paid all outstanding invoices.
- (5) The CITY shall provide the services and performance as follows:
 - a. Upon final execution of this MOU, the CITY shall invoice the PARTIES for their share of the cost for the preparation and delivery of the PLANS as described in Exhibit A.
 - b. The CITY shall solicit proposals for, award, and administer a Consultant contract for the preparation and delivery of the PLANS.
 - c. The CITY will be compensated for the administration of the Consultant contract in the amount ten percent (10%) of the total contract amount.
 - d. The CITY shall 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.
 - e. The CITY shall provide the PARTIES with an electronic copy of the completed PLANS.
 - f. The CITY shall provide an accounting upon the early termination of this MOU pursuant to paragraph (6)p or 60 days after the date the Regional Board gives final approval for the last outstanding portion of the PLANS. The CITY shall return the

Notice of Intent (NOI) for the Malibu Creek Watershed Group

*MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK WATERSHED EWMP AND CIMP*

unused portion of all funds deposited with the CITY in accordance with the cost allocation formula set forth in Exhibit A.

- g. The CITY shall 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 all PARTIES. Upon approval of the cost increase by the PARTIES, City will invoice the PARTIES per cost allocation formulas on Exhibit A.
- h. The CITY shall instruct the Consultant to not submit any PLANS to the Regional Board unless and until the PLANS have been approved, in writing, for submittal by all PARTIES to this MOU, which approval will not be unreasonably withheld, excepting only any PARTY who has withdrawn from this MOU, .

{6) 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 administrators, agency heads, and/or governing bodies.
- b. To fund the cost of the preparation and delivery of the PLANS and to pay the CITY for the preparation and delivery of the PLANS within 60 days of receiving an invoice. Funding shall be as specified in Exhibit A.
- c. To grant reasonable access rights and entry to the CITY and the Consultant during the terms of this MOU to the PARTY'S facilities (i.e. storm drains, channels, catch basins, properties, etc.) (collectively, THE FACILITIES) to achieve the purposes of this MOU, provided, however, that prior to entering any PARTY'S FACILITIES, the CITY or their Consultant shall secure a permit of entry from the applicable PARTY.
- d. The CITY shall require the Consultant retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreement with CITY. In addition, the CITY 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.
- e. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, and agents, from and

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK WATERSHED EWMIP AND CIMP

against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

- f. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- g. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- h. 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.
- i. 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.
- j. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- k. 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 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.

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK WATERSHED EWMF AND CIMP

- l. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph (6)o.
- m. 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.
- n. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.
- o. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES.
- p. Early Termination or Withdrawal
 - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
 - 2. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to full payment of any current and future invoicing from CITY prior to or during the 60-day notice period for its share of the cost set forth in Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after CITY receives the withdrawing PARTY's notice to withdraw from this MOU. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit.
 - 3. If a PARTY fails to 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.

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:

Notice of Intent (NOI) for the Malibu Creek Watershed Group

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

CITY OF CALABASAS

By _____
FRED GAINES, MAYOR

Date

ATTEST:

By _____
MARICELA HERNANDEZ, MMC
CITY CLERK

Date

APPROVED AS TO FORM:

By _____
SCOTT H. HOWARD, INTERIM CITY ATTORNEY

Notice of Intent (NOI) for the Malibu Creek Watershed Group

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

COUNTY OF LOS ANGELES

By _____
GAIL FARBER
Director of Public Works

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

Notice of Intent (NOI) for the Malibu Creek Watershed Group

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

CITY OF AGOURA HILLS

By _____
Denis Weber, Mayor

Date

ATTEST:

By _____
Kimberly Rodrigues, City Clerk

Date

APPROVED AS TO FORM:

By _____
Candice K. Lee, City Attorney

Date

Notice of Intent (NOI) for the Malibu Creek Watershed Group

*MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EVMP AND CIMP*

CITY OF HIDDEN HILLS

By _____
Steve Freedland, Mayor

Date

ATTEST:

By _____
Cherie L. Paglia, City Manager

Date

APPROVED AS TO FORM:

By _____
Roxanne M. Diaz, City Attorney

Date

Notice of Intent (NOI) for the Malibu Creek Watershed Group

*MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP*

CITY OF WESTLAKE VILLAGE

By _____
Philippa Klessig, Mayor

_____ Date

ATTEST:

By _____
Beth Schott, City Clerk

_____ Date

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

_____ Date

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

EXHIBIT A

Malibu Creek Watershed EWMP Funding Contributions

Table 1: Project Cost

Project Component	Cost
Consultant Contract	\$600,000
Contract Administration Fee (10 Percent of Consultant Contract)	\$60,000
Total	\$660,000

The LACFCD will contribute 10 percent of the total project cost. Ten (10) percent of the remaining 90 percent of the total project cost will be distributed equally between the other PARTIES (i.e., the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village; the County of Los Angeles; and Caltrans*); this shall be known as the Base Fee. The remaining balance will be distributed based on the percent of the combined land area for which each PARTY is responsible.

Table 2: Agency Contributions

Party	Base Fee	Land Area (Acres)	Percent of Land Area	Contribution Based on Land Area	Total
LACFCD	N/A	N/A	N/A	N/A	\$66,000
City of Agoura Hills	\$11,880	5,178	15.7%	\$83,903.94	\$95,783.94
City of Calabasas	\$11,880	4,941	15.0%	\$80,063.61	\$91,943.61
City of Hidden Hills	\$11,880	105	0.3%	\$1,701.41	\$13,581.41
City of Westlake Village	\$11,880	3,540	10.7%	\$57,361.91	\$69,241.91
County of Los Angeles	\$11,880	19,228	58.3%	\$311,569.13	\$323,449.13
Caltrans *					TBD
State Land Conservancy **	-	-	-	-	TBD
State Parks **	-	-	-	-	TBD
National Park Service **	-	-	-	-	TBD
Total	\$59,400	32,992	100%	\$534,600	\$660,000

* Caltrans will enter into a separate agreement with CITY.

** This MOU shall be amended when National and State agencies decide to share the cost.

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

Table 4: Total Project Contributions

Invoicing	1 st Invoice (40%) July 2013	2 nd Invoice (40%) July 2014	3 rd Invoice (20%) January 2015	Total
LACFCD	\$26,400.00	\$26,400.00	\$13,200.00	\$66,000
City of Agoura Hills	\$38,313.58	\$38,313.58	\$19,156.78	\$95,783.94
City of Calabasas	\$36,777.44	\$36,777.44	\$18,388.73	\$91,943.61
City of Hidden Hills	\$5,432.56	\$5,432.56	\$2,716.29	\$13,581.41
City of Westlake Village	\$27,696.76	\$27,696.76	\$13,848.39	\$69,241.91
County of Los Angeles	\$129,379.65	\$129,379.65	\$64,689.83	\$323,449.13
Total	\$264,000	\$264,000	\$132,000	\$660,000

Payment plan is optional. Any Agency may pay the full amount in July 2013.

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

EXHIBIT B

Malibu Creek Watershed EWMP
Responsible Agencies Representatives

1. City of Agoura Hills
30001 Lady Face Court
Agoura Hills, 91301
Party Representative: Kelly Fisher, Public Works Project Manager
E-mail: kfisher@ci.agoura-hills.ca.us
Phone: (818) 597-7338
Fax: (818) 597-7352
2. City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Party Representative: Alex Farassati
E-mail: afarassati@cityofcalabasas.com
Phone: (818) 224-1680
Fax: (818) 225-7338
3. City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302
Party Representative: Joe Bellomo
E-mail: jbello@willdan.com
Phone: (805) 279-6856
Fax: (818) 719-0083
4. City of Westlake Village
31200 Oak Crest Drive
Westlake Village, 91361
Party Representative: Joe Bellomo
E-mail: jbello@willdan.com
Phone: (805) 279-6856
Fax: (818) 706-1391

MEMORANDUM OF UNDERSTANDING REGARDING THE ADMINISTRATION AND COST SHARING
FOR DEVELOPMENT OF THE MALIBU CREEK EWMP AND CIMP

5. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Angela George
E-mail: ageorge@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526

6. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526



"Gateway to the Santa Monica Mountains National Recreation Area"

June 26, 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 RELATED TO THE DEVELOPMENT OF AN ENHANCED
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM**

Dear Mr. Unger;

The City of Agoura Hills, with this letter, pledges to collaborate with the Malibu Creek Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board.

The Malibu Creek Watershed Group includes the following agencies: The City of Agoura Hills, City of Calabasas, City of Hidden Hills, City of Westlake Village, County of Los Angeles and the Los Angeles County Flood Control District.

The City of Agoura Hills further pledges to cost share the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed by all participating members of the Group as to the equitable distribution of costs.

Should you have any questions, please contact Ramiro Adeva at 818-597-7353 or radeva@ci.agoura-hills.ca.us.

Sincerely,

Denis Weber
Mayor

cc: Renee Purdy, LA Regional Water Quality Control Board
Ivar Ridgeway, LA Regional Water Quality Control Board
Alex Farassati, City of Calabasas



GAIL FARBBER, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1469
ALHAMBRA, CALIFORNIA 91802-1469

IN REPLY PLEASE
REFER TO FILE: WM-7

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

LETTER OF INTENT – COUNTY OF LOS ANGELES
MALIBU CREEK WATERSHED GROUP
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM

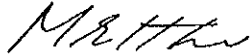
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Malibu Creek Watershed Group. This Letter of Intent serves to satisfy 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 Malibu Creek Watershed Group consists of the following agencies: City of Calabasas as the coordinating agency for EWMP and CIMP development, County, Los Angeles County Flood Control District, and cities of Agoura Hills, Hidden Hills, and Westlake Village. The Malibu Creek Watershed Group has included a final draft Memorandum of Understanding as Attachment 2 of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

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

Very truly yours,



fw GAIL FARBER
Director of Public Works

GC:jht

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cc: City of Agoura Hills
City of Calabasas
City of Hidden Hills
City of Westlake Village



CITY of CALABASAS

June 10, 2013

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

SUBJECT: LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE MALIBU CREEK WATERSHED GROUP

Dear Mr. Unger:

The City of Calabasas, with this letter, pledges to collaborate with the Malibu Creek Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to Regional Water Quality Control Board.

The Malibu Creek Watershed Group includes the following agencies: The City of Agoura Hills, City of Calabasas, City of Hidden Hills, City of Westlake Village, County of Los Angeles and the Los Angeles County Flood Control District.

The City of Calabasas further pledges to cost share the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed by all participating members of the Group as to the equitable distribution of costs.

100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600
Fax (818) 225-7324



June 10, 2013
Samuel Unger, Executive Officer
Page 2

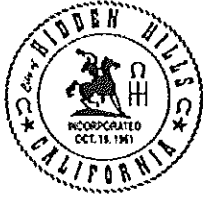
Should you have any questions, please contact Dr. Alex Farassati, Environmental Services Supervisor, at (818) 224-1680 or via e-mail at afarassati@cityofcalabasas.com.

Sincerely,



Anthony M. Coroalles
City Manager

c: City Council
Robert Yalda, Calabasas Public Works Director/City Engineer
Alex Farassati, Malibu Creek Watershed EWMP & CIMP Coordinator
Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region



City of Hidden Hills

6165 Spring Valley Road • Hidden Hills, California 91302
(818) 868-9281 • Fax (818) 719-0083

June 11, 2013

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

**RE: LETTER OF INTENT PLEDGING COMMITMENT IN THE
DEVELOPMENT OF AN ENHANCED WATERSHED
MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM IN COLLABORATION WITH THE
MALIBU CREEK WATERSHED GROUP**

Dear Mr. Unger:

The City of Hidden Hills, with this letter, pledges to collaborate with the Malibu Creek Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Group includes the following agencies: the City of Agoura Hills, the City of Calabasas, the City of Hidden Hills, the City of Westlake Village, Los Angeles County, and the Los Angeles County Flood Control District.

The City of Hidden Hills further pledges to cost share the development cost of both the EWMP and CIMP. A cost sharing formula has been agreed to by all participating members of the Group as to the equitable distribution of costs.

Samuel Unger
Los Angeles Regional Water Quality Control Board
June 11, 2013
Page 2

Should you have any questions, please contact our Water Quality Consultant, Joe Bellomo, at jbello@willdan.com or at (805) 279-6856.

Sincerely,

CITY OF HIDDEN HILLS



Steve Freedland
Mayor

SF/dlg

cc: Cherie L. Paglia, City Manager
Joe Bellomo, Willdan Engineering
Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Alex Farassati, City of Calabasas



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 438-5100
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE: WM-7

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
MALIBU CREEK WATERSHED GROUP
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

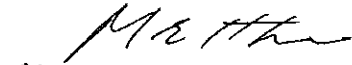
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Malibu Creek Watershed Group. This Letter of 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 Malibu Creek Watershed Group consists of the following agencies: City of Calabasas as the coordinating agency for EWMP and CIMP development, County of Los Angeles, LACFCD, and cities of Agoura Hills, Hidden Hills, and Westlake Village. The Malibu Creek Watershed 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,



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

GC:jht

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cc: City of Agoura Hills
City of Calabasas
City of Hidden Hills
City of Westlake Village



PHILIPPA KLESSIG
Mayor

ROBERT SLAVIN
Mayor Pro Tem

MARK RUTHERFORD
Councilmember

NED E DAVIS
Councilmember

SUSAN McSWEENEY
Councilmember

June 28, 2013

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

SUBJECT: LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE MALIBU CREEK WATERSHED GROUP

Dear Mr. Unger;

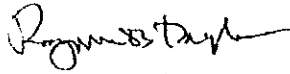
The City of Westlake Village, with this letter, will participate with the Malibu Creek Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board.

The Malibu Creek Watershed Group includes the following agencies: the City of Agoura Hills, City of Calabasas, City of Hidden Hills, City of Westlake Village, County of Los Angeles and the Los Angeles County Flood Control District.

The City of Westlake Village further pledges to share in the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed to by all participating members of the Group as to the equitable distribution of costs.

Should you have any questions, please contact Joe Bellomo at (805) 279-6856 or at jbello@willdan.com.

Sincerely,



Raymond B. Taylor
City Manager

cc: Renee Purdy, California Regional Water Quality Control Board,
Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board,
Los Angeles Region
Alex Farassati, Malibu Creek Watershed EWMP & CIMP Coordinator

Attachment 3 Structural BMPs Fact Sheets



CITY of CALABASAS

Citywide Smart Irrigation Control System

Replacement of irrigation controllers is projected to provide regional benefits by reducing urban runoff that is associated with nutrient loaded recycled water used for irrigation and will reduce discharges of other pollutants to the MS4 system carried by overwatering of landscaped areas.

This project calls for the installation of a smart irrigation control system using evapotranspiration technology and will be put into place at all city facilities, street medians and parkways. Citywide Smart Irrigation Control Project will keep irrigation run off from reaching the water bodies by reducing approximately 20-25% of water consumption. The City is currently not able to adjust the system based on forecast information and as a result, nutrient loaded reclaimed water breaches the curb, causing the urban runoff to enter the municipal storm drain and in most cases enters the natural creek system, and adds to the downstream impairments of protected water bodies.

Features:

- Comply with water quality regulations (including TMDLs) by improving the quality of urban runoff, stormwater, and wastewater
- Weather based evapo-transpiration (ET) controller
- Saves 25% or more over conventional Non-ET controllers
- Measure flow and monitors system efficiency
- Receive text alerts for a variety of problems



Project Components

- Install smart irrigation control system at all City facilities, street medians and parkways
- Reduce irrigation usage by 20-25% at applicable sights
- Reduce irrigation runoff to North Santa Monica Bay and Upper Los Angeles Sub Regions
- Retrofit and or replace 64 controllers and 819 valves
- Utilize specific weather data based on city's weather conditions





Lindero Channel Parkway Improvements

Project Description:

This Lindero Channel Parkway Improvement project is part of an overall City of Westlake Village streetscape improvement project that creates infiltration and urban pollutant mitigation opportunities along all arterial medians and parkways.

This portion of the overall project is 30 foot wide by over a mile long, and will be recreated to have a Riparian Zone theme. Half of this parkway was originally a flood control maintenance road and the other half a conventional landscaped area. The combined width of the old maintenance road and landscaped area will provide an opportunity for a new long and meandering walking path with conversation seating areas next to educational signage on a riparian zone and the stormwater cleanup objectives of this project. The newly renovated area will drain to bio-swales throughout the entire length of the project. These swales will meander thru the entire length with the main goal of percolation and evaporation of all nuisance flows throughout the year.

Estimated Cost:
\$2.1 Million



Figure 2: After Photo showing bio-swale eliminating runoff and providing pollutant mitigation via infiltration.



Figure 1: Before Photo with concave design and no infiltration.

Project Features:

- ✓ Comply with water quality regulations (including TMDLs) by improving the quality of urban runoff, and stormwater
- ✓ Bio-swales and other infiltration galleries to address nuisance flow throughout the year
- ✓ Provides weather based evapo-transpiration (ET) controller which saves 25% or more over conventional Non-ET controllers
- ✓ Incorporates educational signage with a focus on the importance of being a steward to a healthy watershed





GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

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

June 20, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**NOTICE OF INTENT
ENHANCED WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM
MARINA DEL REY WATERSHED**

The County of Los Angeles, Los Angeles County Flood Control District, and cities of Culver City and Los Angeles, collectively known as the Marina del Rey Enhanced Watershed Management Program (EWMP) agencies, are submitting the enclosed Notice of Intent to notify the California Regional Water Quality Control Board – Los Angeles Region of its intent to develop an EWMP and Coordinated Integrated Monitoring Program (CIMP). The Marina del Rey EWMP agencies have agreed to a collaborative approach in fulfilling the requirements of Order No. R4-2012-0175 Municipal Separate Storm Sewer System (MS4) Permit.

The enclosed Notice of Intent fulfills the EWMP notification requirements provided in Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements provided in Attachment E Section IV.C.1 of the MS4 Permit. The Marina del Rey EWMP agencies look forward to developing the EWMP and CIMP in collaboration with the Technical Advisory Committee and other stakeholders within the Marina del Rey watershed.

Mr. Samuel Unger
June 20, 2013
Page 2

If you have any questions, please contact me at (626) 458-4300 or ghildeb@dpw.lacounty.gov or your staff may contact Ms. Angela George at (626) 458-4325 or ageorge@dpw.lacounty.gov.

Very truly yours,

GAIL FARBER
Director of Public Works



GARY HILDEBRAND
Assistant Deputy Director
Watershed Management Division

TM:jht
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Enc.

cc: City of Los Angeles
City of Culver City

NOTICE OF INTENT

Marina del Rey Watershed

Enhanced Watershed Management Program and

Coordinated Integrated Monitoring Program

Submitted to:

California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Submitted by:

County of Los Angeles
City of Los Angeles
City of Culver City
Los Angeles County Flood Control District

June 20, 2013



1. Introduction

The County of Los Angeles (County), Los Angeles County Flood Control District (LACFCD), and cities of Culver City and Los Angeles, collectively the Marina del Rey (MdR) Enhanced Watershed Management Program (EWMP) agencies, respectfully submit this Notification of Intent (NOI) to develop an EWMP for the MdR watershed per Section VI.C.4.b.i of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit). Additionally, the agencies of the MdR watershed submit this NOI to develop a Coordinated Integrated Monitoring Program (CIMP).

The following sections are to satisfy the requirements for NOI submittal as provided by section VI.C.4.b of the MS4 Permit and to provide the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) with additional information on the approach that the MdR EWMP agencies intend to follow for the EWMP development.

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

The MdR EWMP agencies notify the LARWQCB by this NOI of their intention to work in collaboration in developing an EWMP for the MdR watershed, and request submittal of the final EWMP Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and submittal of the draft EWMP no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

In addition, the MdR EWMP agencies notify the LARWQCB by this NOI of their intention to work in collaboration to develop a CIMP for the MdR watershed, and request submittal of the draft CIMP no later than 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and Final TMDL Compliance Deadlines (Section VI.C.4.b.ii)

Table 1 lists Total Maximum Daily Loads (TMDLs) specifically for the receiving waters in the MdR watershed and the TMDLs that apply to the MdR watershed as a subwatershed in the Santa Monica Bay Watershed Management Area. Interim milestones and deadlines for trash TMDLs and final compliance milestones and deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 2.

Table 1. TMDLs applicable to the MdR watershed

TMDL	Resolution Number	Effective Date/ EPA Approval Date
Marina del Rey Harbor Mother's Beach and Back Basins Bacteria TMDL	2003-012	3/18/2004
Santa Monica Bay Nearshore and Offshore Debris TMDL	R10-010	3/20/2012
Marina del Rey Harbor Toxics Pollutants	2005-012	3/22/2006
Santa Monica Bay DDTs and PCBs TMDL	NA	3/26/2012
Ballona Creek Wetlands TMDL for Sediment and Invasive Exotic Vegetation ¹	NA	3/26/2012

1- This TMDL applies for the Ballona Wetlands area within the MdR watershed.

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

TMDL	Milestone	Interim /Final	Deadline
Marina del Rey Harbor Mother's Beach and Back Basins Bacteria TMDL (dry-weather)	Zero (0) exceedance days for summer and three (3) exceedance days for winter. Based on daily sampling.	Final	3/18/2007
Marina del Rey Harbor Toxics Pollutants TMDL	100 percent of drainage area complies with waste load allocations	Final	3/22/2016
Santa Monica Bay Nearshore and Offshore Debris TMDL	20 percent reduction from baseline load	Interim	3/20/2016

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

For the purposes of the MdR EWMP, the MdR watershed is approximately 1,412 acres (2.2 square miles) and consists of portions of the cities of Culver City and Los Angeles, and the unincorporated County areas as shown in Enclosure A.

The watershed is bordered by the Santa Monica Bay Watershed to the west and the Ballona Creek Watershed to the north and east. The MdR Harbor is open to the Santa Monica Bay through the main channel and shares a common breakwater with the Ballona Creek. The Harbor consists of the main channel and eight basins (A-H). Basins D, E, and F are also known as the back basins. MdR can be broken up into four subwatersheds, as shown in Enclosure B.

- The Harbor land area in Subwatershed 1 is almost entirely composed of unincorporated County area and has many small drains that discharge into all the basins.
- Subwatershed 2 does not drain into the Harbor but drains into the Ballona Lagoon which discharges into the MdR Harbor main channel.

- Boone Olive Pump Plant serves another large tributary area (Subwatershed 3) that serves the City of Los Angeles and discharges into Basin E.
- In Subwatershed 4, most of the discharge to the Harbor comes from Oxford Basin, which is an LACFCD-operated stormwater retention basin that mostly serves the cities of Culver City and Los Angeles and discharges to Basin E.

All MdR EWMP agencies have agreed to collectively develop the MdR EWMP. Therefore, the MdR EWMP will cover all of the areas owned by the MS4 permittees within the watershed. Within the MdR watershed, the State of California owns land, for which, the MdR EWMP agencies have no jurisdiction. These State owned areas in the Ballona Wetlands and the California Department of Transportation right-of-way are excluded from the EWMP. A breakdown of the area by MS4 permittee and other agencies is provided in Table 3. All drainage infrastructure operated and maintained by the LACFCD within the Marina del Rey Watershed Management Area will be covered under this EWMP.

Table 3. MdR Watershed Land Area Distribution and EWMP participation

Agency	EWMP Agency	Land Area (acres)	Percent of EWMP Area
City of Los Angeles	Yes	974	69
County of Los Angeles	Yes	396	28
City of Culver City	Yes	42	3
Los Angeles County Flood Control District	Yes	N/A	N/A
Area of EWMP Agencies		1,412	100
Caltrans	No	29	
State of California (Ballona Wetlands)	No	71	
MdR Watershed		1,512	

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

The MdR EWMP agencies have been collaborating as one watershed since the effective date of the MS4 Permit. The County, cities of Culver City and Los Angeles, and Caltrans have been involved in the TMDL monitoring effort in the MdR watershed for the different TMDLs. In addition, the MdR agencies have developed Implementation Plans with strategies to address the Bacteria and Metals/Toxics TMDLs. The implementation strategies are based on a multi-pollutant approach with green infrastructure best management practices (BMPs) that maximize the use of urban runoff as a resource for aquifer recharge, reuse, and other beneficial uses. The MdR EWMP will build on the previous TMDL implementation plans, reevaluate the proposed watershed control measures, identify additional regional projects to maximize capture of 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 MdR EWMP will also evaluate

opportunities to maximize multi-benefit solutions regarding flood control, water quality, and aesthetics where possible including public and private facilities.

Plan development will be a collaborative process between all MdR EWMP agencies, and shall be coordinated with the Technical Advisory Committee as well as with local watershed stakeholders.

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

The MdR EWMP agencies prepared a scope of work and cost estimate for developing the EWMP Work Plan, CIMP, and EWMP for the MdR. It is estimated that the cost for the development of the plans will be \$417,544. This estimate includes \$83,390 for the Work Plan, \$69,515 for the CIMP, \$188,680 for the EWMP, and \$75,959 for project coordination and meetings. This estimate assumes that the CIMP and EWMP can, in part, utilize information from existing TMDL Coordinated Monitoring Plans and Implementation Plans. In addition, the MdR EWMP agencies will contribute several hundred thousands of dollars in the contract administration costs and to in-kind services.

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

Enclosure C includes the final drafts of the Memoranda of Understanding between County, LACFCD, and cities of Culver City and Los Angeles. All agencies have committed to the execution of this agreement by December 28, 2013, as indicated by the signed letters of intent (Enclosure D).

8. Interim Milestones and Deadlines for Plan Development (Section VI.C.4.b.iii.(4))

Table 4 summarizes the interim milestones and deadlines for plan development which are based on the scope of work for developing the EWMP Work Plan, CIMP, and EWMP.

Table 4. Proposed Interim Milestones and Deadlines for Plan Development

Milestone	Due date
EWMP Work Plan	
EWMP Work Plan Draft Technical memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	February 2014
Complete Internal Draft EWMP Work Plan	April 2014
Submit Final Draft EWMP Work Plan	June 2014
Coordinated Integrated Monitoring Program	
CIMP Draft Technical memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Complete Internal Draft CIMP	April 2014
Submit Final Draft CIMP	June 2014
Enhanced Watershed Management Program	
EWMP Draft Technical memos <ul style="list-style-type: none"> • Approach to the United States Environmental Protection Agency TMDLs, 303(d) listings, other exceedances of Receiving Water Limitations • Final selection of regional projects • Feasibility analyses of regional projects, customization of Minimum Control Measures, identification of other BMPs • Project schedules and cost estimates 	March 2015
Complete Internal Draft EWMP	May 2015
Submit Final Draft EWMP	June 2015

Aside from coordination with the Technical Advisory Committee, the schedule in Table 4 assumes one meeting or workshop with local watershed stakeholders for each major milestone (Work Plan, CIMP, and EWMP).

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

In accordance to Section VI.C.4.b.iii(5), the MdR EWMP agencies commits to implementing one structural BMP project that provides meaningful water quality improvement within 30 months of the effective date (June 28, 2015). The LACFCD plans to construct the Oxford Basin Multi-Use Enhancement Project to fulfill this requirement for the MdR EWMP. More information on this project can be found in Enclosure E.

10. Low Impact Development Ordinance (Section VI.C.4.b.iii.(6) and VI.C.4.c.iv.(1))

Table 5 summarizes the status of Low Impact Development (LID) Ordinance by the various MdR EWMP agencies. As Table 5 shows, more than 50 percent of the land area in MdR is addressed by an LID ordinance.

Table 5. LID Ordinances

EWMP agency	Status LID ordinance	Percent of EWMP Area addressed by LID ordinance
City of Los Angeles	In Place	69
County of Los Angeles	Draft Ordinance	28
City of Culver City	Draft Ordinance	3
LACFCD	N/A	N/A
Total EWMP Area covered by LID Ordinances		100

Status Descriptions:

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

11. Green Street Policy (Section VI.C.4.b.iii.(6) and VI.C.4.c.iv.(2))

Table 6 summarizes the status of MdR EWMP agencies with a Green Street Policy. As Table 6 shows, more than 50 percent of the land area in MdR is addressed by a Green Street Policy that is in place or under development.

Table 6. Green Street Policy

EWMP agency	Status Green Street Policy	Percent of EWMP area addressed by Green Street Policy
City of Los Angeles	In Place	69
County of Los Angeles	Draft Policy	28
City of Culver City	Draft Policy	3
LACFCD	N/A	N/A
Total EWMP Area covered by Green Street Policy		100

Status Descriptions:

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

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

12. Implementation of Watershed Control Measures During Plan Development (Section VI.C.4.b.ii and VI.C.4.d)

Three TMDLs have interim and/or final compliance milestones prior to the final approval of the EWMP by April 28, 2016, as summarized in Table 2. The MdR EWMP agencies will continue to implement watershed control measures concurrently while developing the EWMP, as follows:

12.1 MdR Mother's Beach and Back Basins Bacteria TMDL (Dry-Weather Compliance):

- The City of Los Angeles, County, and LACFCD have submitted Time Schedule Order (TSO) requests for this compliance milestone to the LARWQCB. Within their separate TSOs, each of these entities has submitted the following projects/studies in order to address this TMDL:
 - City of Los Angeles will conduct dry weather flow investigations, evaluate results, and identify potential BMPs
 - The County is in the process of making improvements to the MdR Harbor Parking Lots, which entails installing pervious pavement, bioretention, and bioswales BMPs in the parking lots in order to treat runoff before it is discharged into the harbor.
 - The LACFCD's contribution is the Oxford Retention Basin Multi-Use Enhancement Project (see Section 9 and Enclosure E).
- The dry weather flows emanating from Culver City are captured by the Washington Boulevard Low Flow Diversion.

12.2 MdR Harbor Toxics Pollutants TMDL (100 Percent Compliance):

The County recently submitted their revised Multi-Pollutant Implementation Plan on March 27, 2013, while the cities of Culver City and Los Angeles submitted their Toxics Implementation Plan on December 10, 2012. All aforementioned agencies will continue to implement watershed control measures as laid out in the implementation plans. In addition, the MdR EWMP agencies look forward to the process of having further discussions regarding receiving an extension for this TMDL.

12.3 Santa Monica Bay Nearshore and Offshore Debris TMDL (20 Percent Compliance):

- The County will implement the Minimum Frequency of Assessment and collection measure as described in the Plan after the LARWQCB's approval. The County plans to retrofit all 19 known catch basins in the unincorporated areas of the MdR in 2014 with full capture devices, thereby meeting the interim and final compliance milestones of the Debris TMDL. In addition, the County plans to meet the September 20, 2013, deadline to submit the Plastic Pellets Monitoring and Reporting Plan.

- The City of Los Angeles submitted a Trash Monitoring and Reporting Plan to the LARWQCB on September 20, 2012, and it intends to submit a Plastic Pellets Monitoring and Reporting Plan by the due date of September 20, 2013. Additionally, all of the 293 catch basins in the City of Los Angeles area of the MdR have been retrofitted with trash screens in 2011, thereby meeting the interim and final compliance milestones of the Debris TMDL.
- Culver City has installed full-capture devices on four of the five known catch basins that drain from Culver City to the MdR harbor. The remaining catch basin will be equipped with a full capture device in 2013.

Aside from the above watershed control measures, the MdR EWMP agencies have utilized a multi-pollutant and multi-benefit approach to develop several TMDL Implementation Plans with structural and institutional watershed control measures, as well as timelines for implementation to meet the receiving water limitations of the various TMDLs. Table 7 summarizes the TMDL Implementation Plans that have been developed to date. The MdR EWMP Agencies will continue their efforts to implement the actions of the TMDL Implementation Plans concurrently with the development of the MdR watershed EWMP.

Table 7. Implementation Plans for the MdR watershed TMDLs.

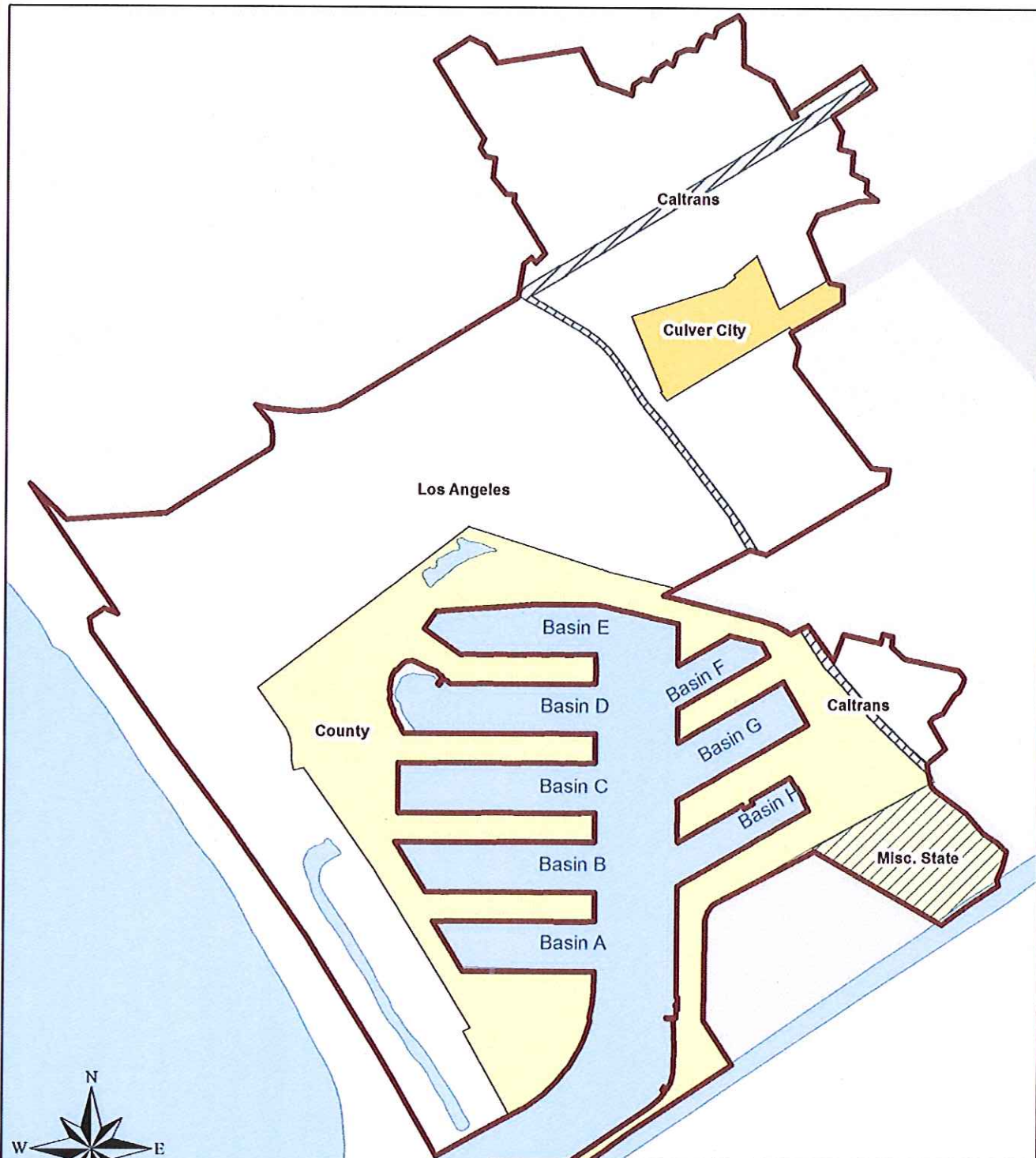
Implementation Plan	Agencies	Plan status
Implementation Plan for Marina del Rey Bacteria TMDL	County of Los Angeles City of Los Angeles City of Culver City Caltrans	Draft plan submitted 10/31/2005 for LARWQCB review and was approved on 4/6/2006
Implementation Plan for Marina del Rey Toxics TMDL	City of Los Angeles City of Culver City Caltrans	Draft plan submitted 3/22/2011 for LARWQCB review Response submitted 12/10/12
Multi-Pollutant Implementation Plan for Marina del Rey Harbor Back Basins	County of Los Angeles	Draft plan submitted 3/22/2011 for LARWQCB review First response submitted 8/21/2012 Second response submitted 3/27/2013

SUMMARY

This Notice of Intent for the MdR EWMP was developed by the County, LACFCD, and cities of Culver City and Los Angeles. All MdR EWMP agencies have reviewed and agreed to this NOI as evidenced by each agency's letter of intent. We feel that this NOI satisfies the requirements of the MS4 Permit, and we look forward to developing the MdR EWMP in collaboration with the Technical Advisory Committee and other watershed stakeholders.

ENCLOSURE A

MARINA DEL REY WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM



Agency	Acres (Ac)	Percentage
City of Los Angeles	974	69%
County of Los Angeles	396	28%
Culver City	42	3%
Total	1412	

*Hatched areas indicate land is not included in the coordination of the EWMP.

ENCLOSURE B MARINA DEL REY WATERSHED SUBWATERSHEDS



ENCLOSURE C – DRAFT MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND
THE CITIES OF CULVER CITY AND LOS ANGELES**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT
OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM (EWMP) AND
COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)
FOR THE MARINA DEL REY WATERSHED**

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a political subdivision of the State of California, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF CULVER CITY AND LOS ANGELES (CITIES), municipal corporations. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

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

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

WHEREAS, the MS4 Permit identified the PARTIES as the MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Marina del Rey watershed in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the PARTIES have agreed to collaborate in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Marina del Rey watershed to comply with 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 (the Consultant) to assist the PARTIES with complying with certain elements of the MS4 Permit, and

WHEREAS, the PARTIES propose for the Consultant to prepare and deliver a Final Work Plan, Draft EWMP plan, CIMP, and the Final EWMP plan (collectively, PLANS) in compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring the Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they have agreed to contribute funds to the COUNTY who will contract with the Consultant for the preparation of the PLANS. The PARTIES desire to participate and will provide funding in accordance with the cost allocation formula shown in Table 3 of Exhibit A; and

WHEREAS, the PARTIES have agreed that the total cost for developing the PLANS shall not exceed \$438,421 including the project administration and project management cost but excluding 10 percent contingency; and

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

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

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

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

Section 3. Voluntary: This MOU is voluntarily entered into for the purpose of preparing the PLANS and submitting the PLANS to the Regional Board.

Section 4. Terms: This MOU shall become effective on the last date of execution by a PARTY or December 28, 2013, whichever comes first, and shall remain in effect until 1) the COUNTY has provided the PARTIES with an accounting as set forth in section 5(f), and 2) the PARTIES have paid all outstanding invoices.

Section 5. THE COUNTY AGREES:

- a. To solicit proposals for, award, and administer the Consultant contract for the preparation and delivery of the PLANS in accordance with the Scope of Work. The COUNTY will be compensated for the administration and management of the Consultant contract at a percentage of 5 percent of the total contract cost for development of the PLANS as described in Table 1 of Exhibit A.
- b. To invoice the PARTIES for their share in the cost for the preparation and delivery of the PLANS as described in Tables 3 and 4 of Exhibit A. The first invoice will be sent upon execution of this MOU or in January 2014, whichever

comes first. The second invoice will be sent in July 2014. The PARTIES shall pay the COUNTY the amount invoiced within sixty (60) days of receiving the invoice from the COUNTY.

- c. Contingency: The COUNTY will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Exhibit A and obtain approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse the COUNTY for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 4 of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment of this MOU.
- d. 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.
- e. To provide the PARTIES with an electronic copy of the technical memos, draft PLANS, and the completed PLANS within 7 business days after receipt from the Consultant.
- f. To provide an accounting upon the early termination of this MOU pursuant to section 8, 60 days after the date the Regional Board gives final approval to the last outstanding portion of the PLANS, or June 20, 2016, whichever comes first. At the completion of the accounting, the COUNTY shall return the unused portion of all funds deposited with the COUNTY in accordance with the cost allocation formula set forth in Table 3 of Exhibit A.

Section 6. 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 PLANS and to pay the COUNTY for the preparation and delivery of the PLANS based on the cost allocation set forth in Table 3 of Exhibit A.
- c. Each PARTY shall allow reasonable access and entry to the Consultant, on an as needed basis during the term of this MOU, to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOU, provided, however, that prior to entering any of the

PARTY'S FACILITIES, the Consultant shall secure written notice 72 hours in advance of entry from the applicable PARTY.

Section 7. Indemnification

- a. 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 8. Termination

- a. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, 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 9. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. 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 e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes 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 he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For the City of Los Angeles, the Director of the Bureau of Sanitation or his/her designee is authorized to execute such amendments.
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU

shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. 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 9(e).

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:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

_____ Date

CITY OF LOS ANGELES

Date: _____

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

ATTEST:

By: _____
June Lagmay
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich
City Attorney

By: _____
John A. Carvalho
Deputy City Attorney

CITY OF CULVER CITY

Date: _____

By: _____

John Nachbar
City Manager

APPROVED AS TO CONTENT

Charles Herbertson,
Public Works Director

APPROVED AS TO FINANCING:

Jeff Muir
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

EXHIBIT A

**Marina del Rey Watershed EWMP and CIMP
Funding Contributions**

Table 1. Total Contract Costs

Deliverable	Cost
Project Management	\$ 75,959
Work Plan	\$ 83,390
CIMP	\$ 69,515
Final EWMP	\$ 188,680
Contract Cost	\$ 417,544

Table 2. Total Cost

Item	Total Cost
Contract Cost	\$ 417,544
Management Fee (5 percent)	\$ 20,877
Estimated Total Cost	\$ 438,421
LACFCD Contribution (10 percent)	-\$ 43,842
Cost for area based cost sharing	\$ 394,579

Table 3. Cost Allocation Formula

Party	Acres	Percent of Area	Total Cost
County of Los Angeles	396	28	\$ 110,482
City of Los Angeles	974	69	\$ 272,260
City of Culver City	42	3	\$ 11,837
Total	1412	100	\$ 394,579

Table 4. Invoicing Schedule

Party	January 2014	July 2014	Total Invoice Amount	Contingency (10 percent)¹	Total Cost including Contingency
LACFCD	\$ 21,921	\$ 21,921	\$ 43,842	\$ 4,384	\$ 48,226
City of Los Angeles	\$ 136,130	\$136,130	\$ 272,260	\$ 27,226	\$ 299,486
City of Culver City	\$ 5,919	\$ 5,918	\$ 11,837	\$ 1,184	\$ 13,021

1 – Contingency is 10% of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all PARTIES

EXHIBIT B

Marina del Rey Watershed EWMP Responsible Agencies Representatives

1. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Angela George
E-mail: AGEORGE@dpw.lacounty.gov
Phone: (626) 458-4325
Fax: (626) 457-1526

2. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

3. City of Los Angeles
Department of Public Works
Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway
Los Angeles, CA 90015
Party Representative: Shahram Kharaghani, Division Manager
E-mail: Shahram.Kharaghani@Lacity.org
Phone: (213) 485-0587
Fax: (213) 485-3939

4. City of Culver City
9770 Culver Blvd., 2nd Floor
Culver City, CA 90232-0507
Party Representative: Charles D. Herbertson, Director of Public Works/City Engineer
charles.herbertson@culvercity.org
Phone No.: (310) 253-5630
Fax: (310) 253-5626

ENCLOSURE D – LETTERS OF INTENT



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

GAIL FARBER, Director

June 24, 2013

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

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

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
MARINA DEL REY WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

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

The Marina del Rey EWMP agencies consist of the following: County as the coordinating agency for EWMP and CIMP development, Los Angeles County Flood Control District, and cities of Culver City and Los Angeles. The Marina del Rey EWMP agencies have included a final draft Memorandum of Understanding as Enclosure C 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,

Ar GAIL FARBER
Director of Public Works

RP:jht

P:\wmpubl\Secretarial\2013 Documents\Letter\LOI MDR County.doc\13225

cc: City of Culver City
City of Los Angeles



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

GAIL FARBER, Director

June 24, 2013

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

IN REPLY PLEASE
REFER TO FILE: WM-7

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
MARINA DEL REY WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

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

The Marina del Rey EWMP agencies consist of the following: County of Los Angeles as the coordinating agency for EWMP and CIMP development, LACFCD, and cities of Culver City and Los Angeles. The Marina del Rey EWMP agencies have included a final draft Memorandum of Understanding as Enclosure C 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.

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

Very truly yours,

GAIL FARBER

Chief Engineer of the Los Angeles County Flood Control District

RP:jht

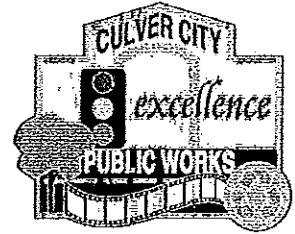
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cc: City of Culver City
City of Los Angeles



Culver CITY

PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL PROGRAMS & OPERATIONS DIVISION
9505 Jefferson Boulevard, Culver City, California, 90232



Charles D. Herbertson, P.E., L.S.
Public Works Director/City Engineer

(310) 253-6445
FAX (310) 253-6430

Damian Skinner
Environmental Programs & Operations
Division Manager

June 3, 2013

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

ATTN: Renee Purdy

CITY OF CULVER CITY'S COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE MARINA DEL REY HARBOR WATERSHED

Dear Mr. Unger,

The City of Culver City submits this Letter of Intent (LOI) with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Marina del Rey Harbor watershed as outlined in the Notice of Intent (NOI) submitted by the County of Los Angeles to meet the requirements of Part VI.C.4.b of the Municipal Separate Storm Sewer System Permit (MS4 Permit), Order No. R4-2012-0175, and the CIMP notification specified in Attachment E, Section IV.C.1.

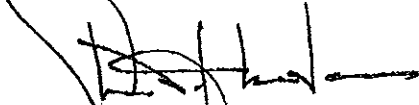
The Marina del Rey Harbor Watershed Group consists of the following MS4 Permittees:

- County of Los Angeles, lead agency for EWMP/CIMP development;
- Los Angeles County Flood Control District;
- Cities of Los Angeles and Culver City.

The final draft agreement to fund program development by the Marina del Rey Harbor Watershed Group has been included in the NOI and the City of Culver City is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact Damian Skinner at (310) 253-6421 or damian.skinner@culvercity.org.

Sincerely,



Charles D. Herbertson, P.E., P.L.S.
Director of Public Works & City Engineer

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Daniel Cartagena, City of Beverly Hills
Sharon Perlstein, City of West Hollywood
Damian Skinner, City of Culver City
Lauren Amimoto, City of Inglewood
Rick Valte, City of Santa Monica

* * * * *
Culver City Employees take pride in effectively providing the highest levels of service to enrich the quality of life for the community by building on our tradition of more than seventy-five years of public services, by our present commitment, and by our dedication to meet the challenges of the future

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NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

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

June 20, 2013

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

Attention: Renee Purdy

Dear Mr. Unger:

CITY OF LOS ANGELES COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE MARINA DEL REY WATERSHED

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

The Marina del Rey Watershed Group consists of the following MS4 Permittees: the County of Los Angeles as the coordinating agency for EWMP and CIMP development, the Cities of Los Angeles and Culver City, and the Los Angeles County Flood Control District. The Marina del Rey Watershed Group has included the final draft Memorandum of Understanding in the Notice of Intent and the City of Los Angeles is committed to execute this agreement prior to December 28, 2013.

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

Sincerely,

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

SK:HC:WD
WPDCR9041

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

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Mr. Samuel Unger, Executive Officer
City of Los Angeles Letter of Intent for Marina del Rey Watershed
June 20, 2013
Page 2

cc: Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Enrique Zaldivar, City of Los Angeles, BOS
Adel Hagekhalil, City of Los Angeles, BOS
Gary Hildebrand, County of Los Angeles
Damian Skinner, City of Culver City

OXFORD RETENTION BASIN MULTI-USE ENHANCEMENT PROJECT

Oxford Retention Basin is a facility owned by the County of Los Angeles and operated by the Los Angeles County Flood Control District (LACFCD) which occupies an area of approximately 10.7 acres in the unincorporated community of Marina del Rey, California. The proposed project is a multi-benefit enhancement project which will mitigate localized flooding, address water quality deficiencies, enhance native habitat, improve the site's aesthetics, and provide passive recreation features.

The project will enhance flood protection by adding an additional detention capacity through construction of a 24-inch parapet wall, as well as mitigating localized flooding by modifying the existing catch basins, nearby. The project will improve water quality by increasing circulation and dissolved oxygen levels of the water in the basin by constructing a circulation berm. The project will enhance habitat by increasing tidal exchange, removing non-native plants, removing contaminated soil, and establishing native vegetation. The new fencing, lighted walking path, gateway area, and six observation areas will improve the site's recreational value.

Construction of the project is scheduled for spring 2014 with total project cost of approximately \$10.7 million. The project will be funded by Proposition 84 grant funds administrated through Santa Monica Bay Restoration Commission (SMBRC), the Los Angeles County Supervisorial District 4, and the Los Angeles County Flood Control District.

**County of Los Angeles
Department of Public Works
Contact:** Joshua Svensson
jsvensson@dpw.lacounty.gov
(626) 458-7157



Key Project Elements:

- * Flood Control Enhancements
- * Replacement of tide gates
- * Removal of accumulated sediment
- * Circulation berm
- * Native landscaping
- * Lower, more attractive fencing
- * Walking path and lighting
- * Getaway area at Washington Blvd. and Oxford Ave.
- * Observation areas with benches
- * Wayfinding & interpretive signage

