



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-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

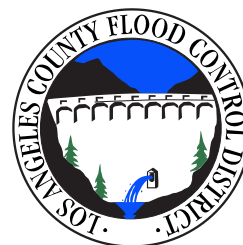
June 26, 2013

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 inkind 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

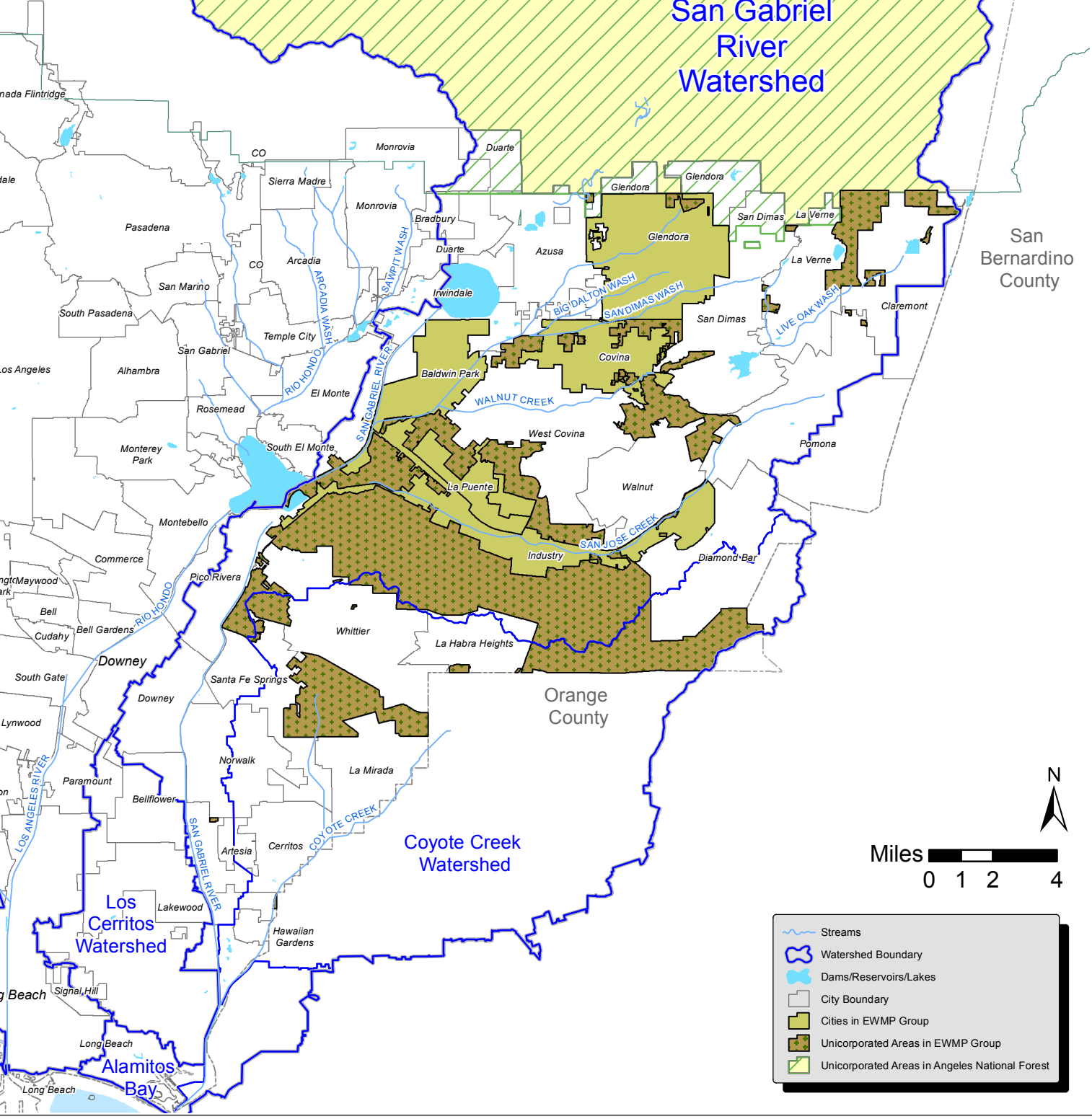
**Geographical Scope of Cities and County of Los Angeles in
Upper San Gabriel River EWMP Group**

Enclosure A

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

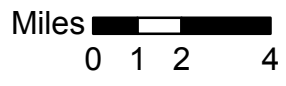
Los Angeles River Watershed

San Gabriel River Watershed



San Bernardino County

Orange County



	Streams
	Watershed Boundary
	Dams/Reservoirs/Lakes
	City Boundary
	Cities in EWMP Group
	Unincorporated Areas in EWMP Group
	Unincorporated Areas in Angeles National Forest

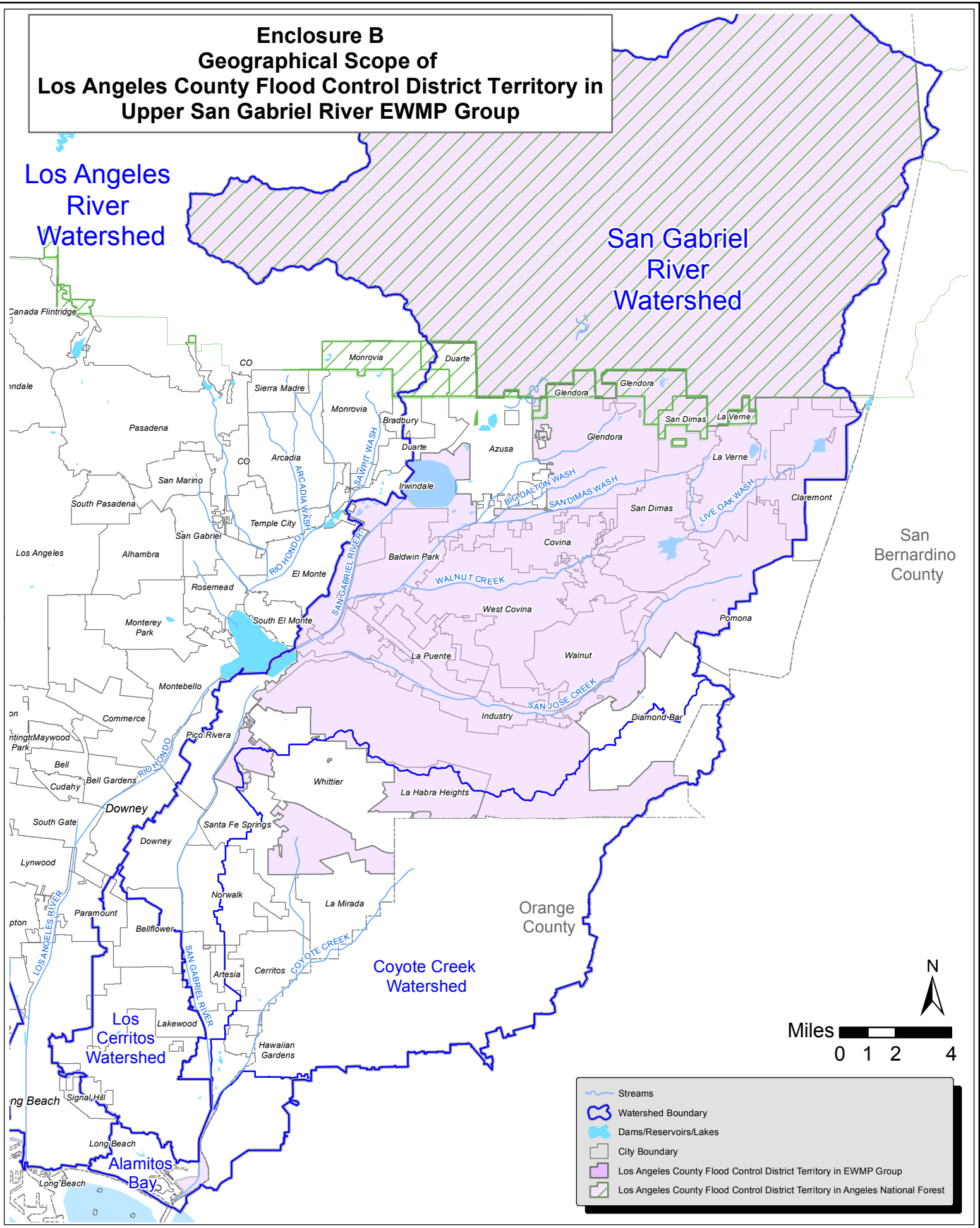
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This map is for planning purposes only.

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,
GLENORA, 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, GLENORA, 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.

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
LACFCD	\$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**

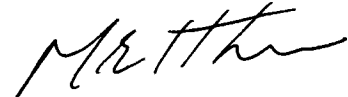
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Upper San Gabriel River EWMP Group. This Letter of Intent serves 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,



for 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.

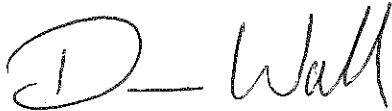
The Upper San Gabriel River EWMP Group consists of the following agencies: the County as the coordinating agency for the EWMP and CIMP development, the cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, and the Los Angeles County Flood Control District. The Upper San Gabriel River EWMP 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 a large, stylized loop, and "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 cursive script, appearing to read "K. Radecki".

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**

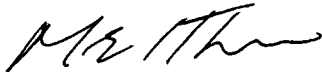
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Upper San Gabriel River EWMP Group. This Letter 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,



for 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

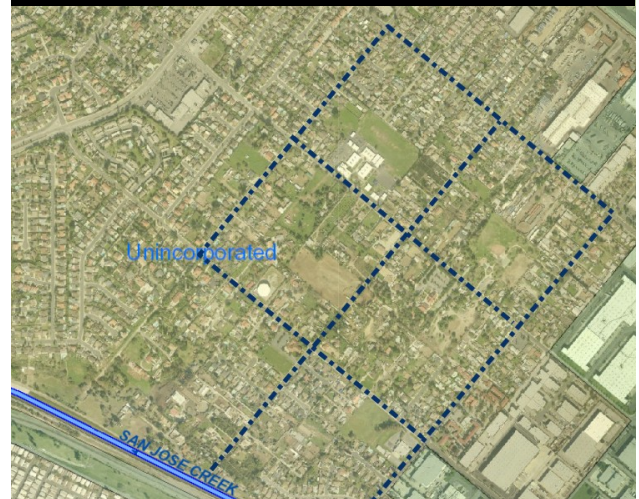
Cost

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

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Project Location



Clockwise from top:

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