



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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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.

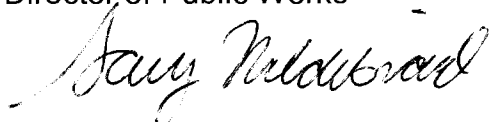
The enclosed Notice of Intent fulfills the EWMP notification requirements provided in Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements provided in Attachment E Section IV.C.1 of the MS4 Permit. The Marina del Rey EWMP agencies look forward to developing the EWMP and CIMP in collaboration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

Mr. Samuel Unger  
June 20, 2013  
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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

A handwritten signature in black ink, appearing to read "Gary Hildebrand", written in a cursive style.

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

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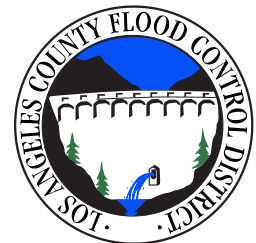
***Submitted to:***

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 <sup>1</sup>	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
<b>Area of EWMP Agencies</b>		<b>1,412</b>	<b>100</b>
Caltrans	No	29	
State of California (Ballona Wetlands)	No	71	
<b>MdR Watershed</b>		<b>1,512</b>	

## 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 85<sup>th</sup> 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
<b>EWMP Work Plan</b>	
EWMP Work Plan Draft Technical memos <ul style="list-style-type: none"> <li>• Identification of water quality priorities</li> <li>• Existing and future watershed control measures, identification of potential regional projects</li> <li>• Reasonable assurance analysis approach</li> <li>• BMP selection approaches</li> </ul>	February 2014
Complete Internal Draft EWMP Work Plan	April 2014
Submit Final Draft EWMP Work Plan	June 2014
<b>Coordinated Integrated Monitoring Program</b>	
CIMP Draft Technical memos <ul style="list-style-type: none"> <li>• Outfall and receiving water monitoring approach</li> <li>• Monitoring sites selection</li> <li>• New development and redevelopment effectiveness tracking</li> </ul>	March 2014
Complete Internal Draft CIMP	April 2014
Submit Final Draft CIMP	June 2014
<b>Enhanced Watershed Management Program</b>	
EWMP Draft Technical memos <ul style="list-style-type: none"> <li>• Approach to the United States Environmental Protection Agency TMDLs, 303(d) listings, other exceedances of Receiving Water Limitations</li> <li>• Final selection of regional projects</li> <li>• Feasibility analyses of regional projects, customization of Minimum Control Measures, identification of other BMPs</li> <li>• Project schedules and cost estimates</li> </ul>	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
<b>Total EWMP Area covered by LID Ordinances</b>		<b>100</b>

#### 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
<b>Total EWMP Area covered by Green Street Policy</b>		<b>100</b>

#### 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.

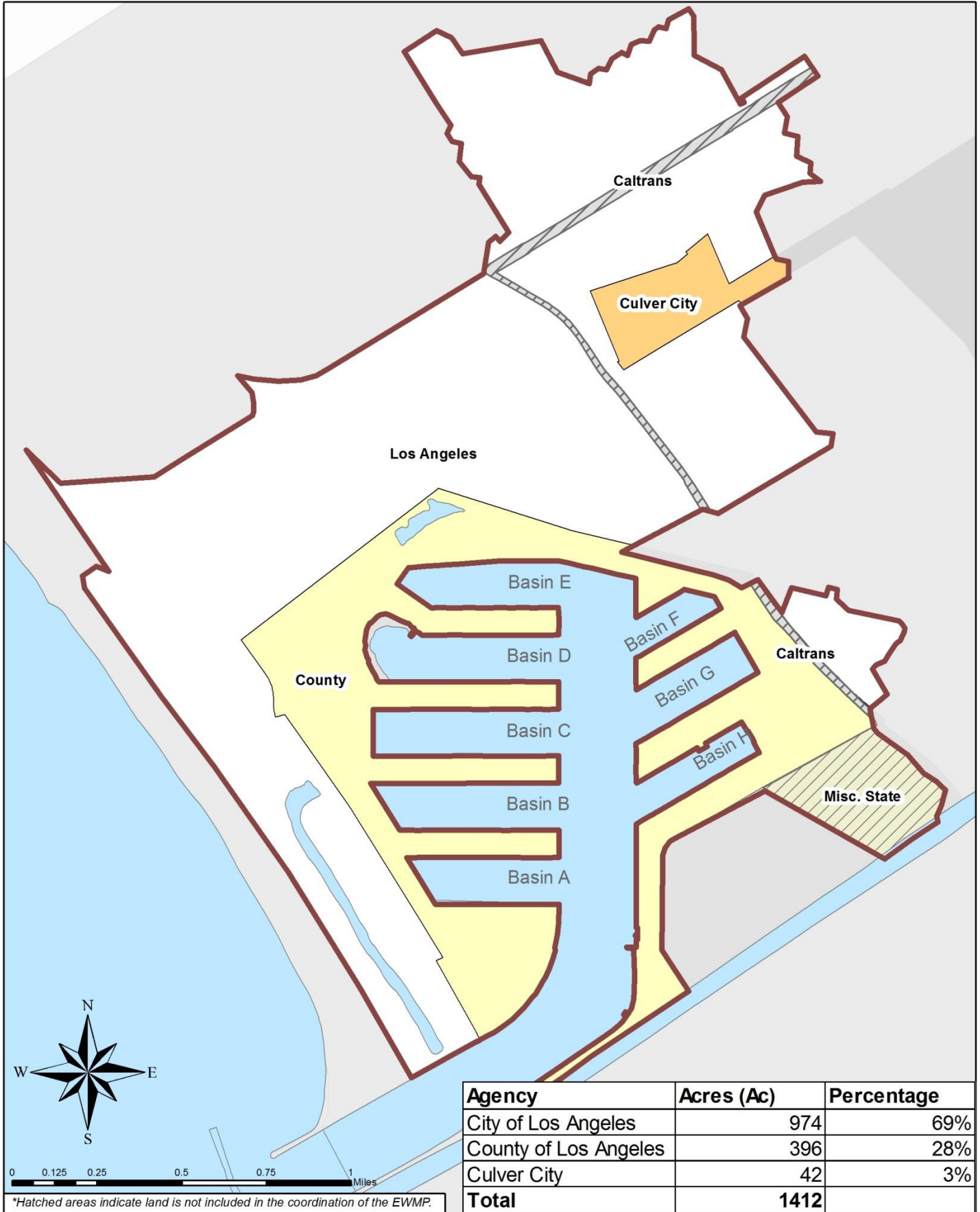
<b>Implementation Plan</b>	<b>Agencies</b>	<b>Plan status</b>
Implementation Plan for Marina del Rey Bacteria TMDL	County of Los Angeles City of Los Angeles City of Culver City Caltrans	Draft plan submitted 10/31/2005 for LARWQCB review and was approved on 4/6/2006
Implementation Plan for Marina del 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



# 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**

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

**Table 2. Total Cost**

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

**Table 3. Cost Allocation Formula**

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

**Table 4. Invoicing Schedule**

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

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, 11<sup>th</sup> 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, 11<sup>th</sup> 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., 2<sup>nd</sup> 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](mailto:ageorge@dpw.lacounty.gov).

Very truly yours,

*Ar* GAIL FARBER  
Director of Public Works

RP:jht

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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](mailto:tgrant@dpw.lacounty.gov).

Very truly yours,

**GAIL FARBER**

Chief Engineer of the Los Angeles County Flood Control District

RP:jht

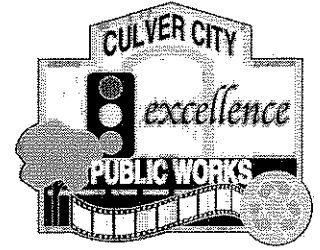
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cc: City of Culver City  
City of Los Angeles



# 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.

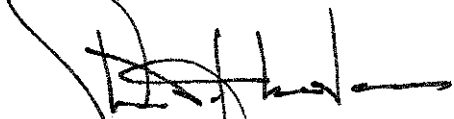
The Marina del Rey Harbor Watershed Group consists of the following MS4 Permittees:

- 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](mailto: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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BOARD OF  
PUBLIC WORKS

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ALEXANDER E. HELOU  
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO  
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION  
1149 SOUTH BROADWAY, 10<sup>TH</sup> 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](mailto:Shahram.Kharaghani@lacity.org) or phone (213) 485-0587 or your staff may contact Huub Cox at [Hubertus.Cox@lacity.org](mailto:Hubertus.Cox@lacity.org) or phone (213) 485-3984.

Sincerely,

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

SK:HC:WD  
WPDCR9041





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.

### 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

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 administered 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

