

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION

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

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

WARREN T. FURUTANI
COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

June 27, 2013

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

Attention: Renee Purdy

Dear Mr. Unger:

**SUBMITTAL OF NOTICE OF INTENT FOR DEVELOPMENT OF ENHANCED
WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED
MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL WATERSHED
MANAGEMENT AREA GROUP**

Please find attached the Notice of Intent (NOI) for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area Group (DCWMA Group). The participating permittees of the DCWMA Group have mutually agreed to a collaborative approach in meeting the requirements of the new MS4 Permit (Order No. R4-2012-0175). Please note that the DCWMA Group does not have all MS4 permittees in the Dominguez Channel watershed participating as some have opted to develop their own strategy in complying with the MS4 Permit. The City of Los Angeles, as lead agency for the DCWMA Group, has prepared this Notice of Intent on behalf of itself, the County of Los Angeles and Los Angeles County Flood Control District, and the Cities of El Segundo, Hawthorne, and Inglewood. All agencies have reviewed and approved this NOI for submission to your Board, and we appreciate the collaboration by the participating MS4 co-permittees in the preparation of the NOI materials.

The attached document satisfies the requirements for submitting the NOI as provided by Part VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. We look forward to continuing the process of plan developments for the DCWMA Group with the Technical Advisory Committee, the Los Angeles Regional Water Quality Control Board, and other watershed stakeholders.



Mr. Samuel Unger, Executive Officer

June 27, 2013

Page 2

Should you have any questions about this submittal, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Alfredo Magallanes at Alfredo.Magallanes@lacity.org or phone (213) 485-3958.

Sincerely


SHAHRAM KHARAGHANI, Ph.D., PE, BCEE
Program Manager

SK:AM
WPDCR9046

Attachment

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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
Jolene Guererro, County of Los Angeles, Department of Public Works
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood

NOTICE OF INTENT

Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program

Submitted by the:

Dominguez Channel Watershed Management Area Group

City of Los Angeles

County of Los Angeles

Los Angeles County Flood Control District

City of El Segundo

City of Hawthorne

City of Inglewood

June 28, 2013

1. Introduction

The Dominguez Channel Watershed Management Area (WMA) includes the drainage area of the Dominguez Channel, Machado Lake, and the Los Angeles/Long Beach (LA/LB) Harbors watersheds. The Dominguez Channel WMA is an important industrial, commercial, and residential area with unique and important historical and environmental resources, encompassing approximately 133 square miles (including the water area of the LA/LB Harbors). The entire WMA is comprised of the Cities of Gardena, Hawthorne, Lawndale, and Lomita, and portions of the Cities of Carson, Compton, El Segundo, Inglewood, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Estates, Redondo Beach, Rolling Hills Estates, Rolling Hills, Rancho Palos Verdes, Torrance, and the unincorporated areas of the County of Los Angeles; however, not all of these jurisdictions have agreed to participate in the development of this Enhanced Watershed Management Program. The Cities of El Segundo, Hawthorne, Inglewood, and Los Angeles, the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD), collectively the Dominguez Channel Watershed Management Area Group (Dominguez Channel WMA Group), respectfully submit this Notification of Intent (NOI) to develop an Enhanced Watershed Management Plan (EWMP) for the Dominguez Channel WMA per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the Dominguez Channel WMA Group's intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

The 303(d) List has identified water bodies in the Dominguez Channel WMA as impaired by several pollutants. Accordingly, the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) and the U.S. Environmental Protection Agency (USEPA) have adopted and/or established several total maximum daily loads (TMDLs) for the Dominguez Channel WMA. The Dominguez Channel WMA Group proposes the development of an EWMP specifically for the Dominguez Channel WMA as the most effective approach to utilize opportunities to retain and reuse runoff and to address the unique challenges of the watershed. While the Dominguez Channel WMA Group does not include all jurisdictions within the Dominguez Channel WMA, it does include all drainage infrastructure operated and maintained by the LACFCD within the boundaries shown in Attachment 1. This figure also delineates the areas of the Dominguez Channel WMA that will be covered under this proposed EWMP and CIMP.

It should be noted that the participating cities of El Segundo, Hawthorne, and Inglewood are not listed for all the TMDLs in the Dominguez Channel WMA, in particular those for the Machado Lake Watershed. Consequently, the EWMP and CIMP will be developed with approaches applicable to those TMDLs impacting these cities and not associated with those impacting the Machado Lake Watershed.

The City of Los Angeles will be the lead agency for developing the EWMP and CIMP. Development of the Work Plan, CIMP, and EWMP Plan will be a collaborative process between all agencies in the Dominguez Channel WMA Group, coordinated with the Technical Advisory Committee as well as with watershed stakeholders.

The following sections:

- a) Satisfy the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit;
- b) Satisfy the CIMP notification requirements as provided by Attachment E Section IV.C.1.; and
- c) Provide the LARWQCB with additional information on the approach that the Dominguez Channel WMA Group intends to follow for EWMP development.

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

With this NOI, the Dominguez Channel WMA Group hereby notifies the LARWQCB of their intention to collaboratively develop an EWMP for their portion of the Dominguez Channel WMA. This EWMP will only cover the areas under jurisdiction of the participating MS4 Permittees. The Dominguez Channel WMA Group intends to submit a Work Plan 18 months after the effective date of the MS4 Permit (June 28, 2014) and a draft EWMP Plan due date of 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, with this NOI, the Dominguez Channel WMA Group notifies the LARWQCB of their intention to collaboratively develop a CIMP for their portion of the Dominguez Channel WMA. This CIMP will only cover the areas under jurisdiction of the participating MS4 Permittees. The Dominguez Channel WMA Group intends to submit 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 the TMDLs that have been specifically developed for the Dominguez Channel WMA, which includes the Dominguez Channel, Machado Lake, and the LA/LB Harbors watersheds. Interim TMDL allocation deadlines for the Dominguez Channel WMA occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 2.

The participating cities of El Segundo, Hawthorne, and Inglewood are not listed for all the TMDLs in the Dominguez Channel WMA, in particular those for the Machado Lake Watershed. Consequently the El Segundo, Hawthorne, and Inglewood will meet interim and final TMDL compliance deadlines as assigned.

The watershed control measures that will be implemented to meet the requirements of the interim and final trash water quality based effluent limits (WQBELs) and all other final WQBELs are described in more detail in Section 12 of this NOI submittal.

Table 1. TMDLs Applicable to the Dominguez Channel WMA

TMDL	LARWQCB Resolution Number	Effective Date	EPA Approval Date
<u>LA/LB Harbors Watershed</u>			
Los Angeles Harbor Bacteria TMDL (Inner Cabrillo Beach and Main Ship Channel)	2004-011	03/10/2005	03/01/2005
<u>Machado Lake Watershed</u>			
Machado Lake Trash TMDL	2007-006	03/06/2008	02/27/2008
Machado Lake Nutrient TMDL	2008-006	03/11/2009	03/11/2009
Machado Lake Pesticides and PCBs TMDL	R10-008	03/20/2012	03/20/2012
<u>Dominguez Channel Watershed</u>			
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Water Toxic Pollutants TMDL	R11-008	03/23/2012	03/22/2012

Table 2. Interim and Final Trash TMDL Compliance Deadlines Prior to EWMP Approval

TMDL	Milestone	Interim/Final	Deadline
Machado Lake Trash TMDL	20% reduction of baseline load	Interim	03/06/2012
	40% reduction of baseline load	Interim	03/06/2013
	60% reduction of baseline load	Interim	03/06/2014
	80% reduction of baseline load	Interim	03/06/2015
	100% reduction of baseline load	Final	03/06/2016

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

The Dominguez Channel WMA is approximately 133 square miles (including the water area of the LA/LB Harbors) and is comprised of the Cities of Gardena, Hawthorne, Lawndale, and Lomita, and portions of the Cities of Carson, Compton, El Segundo, Inglewood, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Estates, Redondo Beach, Rolling Hills Estates, Rolling Hills, Rancho Palos Verdes, Torrance, and the unincorporated areas of the County of Los Angeles. Not all MS4 Permittees in the Dominguez Channel WMA have agreed to participate in the development of this EWMP. Therefore, this Dominguez Channel WMA EWMP shall only cover the areas under jurisdiction of participating MS4 Permittees within the WMA: the Cities of El Segundo, Hawthorne, Inglewood, and

Los Angeles, and the County of Los Angeles. Attachment 1 provides a map of the watershed boundaries and the delineations of the land areas of the MS4 Permittees within the Dominguez Channel WMA.

The Dominguez Channel WMA covers a total of approximately 120 square miles of land and is located in the southern portion of the Los Angeles Basin. Approximately 72 square miles of the watershed drains directly to the 15.7-mile long Dominguez Channel which begins in the City of Hawthorne and discharges into the east basin of the Los Angeles Harbor. The remaining approximately 48 square miles includes areas tributary to Machado Lake, as well as areas directly draining to the LA/LB Harbors.

This Dominguez Channel WMA EWMP shall only address approximately 36,410 acres, or 47.45% of the total 133-square-mile WMA. The areas covered by this Dominguez Channel WMA EWMP which the MS4 Permittees in the Dominguez Channel WMA have jurisdiction over is summarized in Table 3. Additionally, the Dominguez Channel WMA EWMP will cover the drainage infrastructure operated and maintained by the LACFCD within the boundaries shown in Attachment 1. The Dominguez Channel WMA Group does not have jurisdiction over the land that is owned by the State of California (i.e., California Department of Fish and Wildlife, the State Lands Commission, and Caltrans) and the US Government.

Table 3. Dominguez Channel WMA Group Land Area Distribution

Agency	Area in Machado Lake Watershed (acres)	Area in Dominguez Channel Watershed (acres)	Area in LA/LB Harbors Watershed (acres)	Total Area in EWMP (acres)	Total EWMP Percentage
City of Los Angeles	1,998.42	5,986.66	11,258.12	19,243.20	52.85%
County of Los Angeles	1,250.87	6,755.77	134.23	8,140.87	22.36%
LACFCD	NA	NA	NA	NA	NA
City of El Segundo	0.00	1,252.18	0.00	1,252.18	3.44%
City of Inglewood	0.00	3,884.27	0.00	3,884.27	10.67%
City of Hawthorne	0.00	3,891.91	0.00	3,891.91	10.69%

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

Based on available information, the Dominguez Channel WMA Group believes that opportunities exist within the agencies’ collective jurisdictional areas for collaboration on multi-benefit projects that will meet the intent of the EWMP approach. The Dominguez Channel WMA Group will collectively develop a program with strategies for compliance to meet water quality objectives within the Dominguez Channel WMA. These implementation and compliance strategies will be based on a multi-pollutant approach that maximizes the retention and use of urban runoff as a resource for recharging aquifers, irrigation, and other uses through distributed and regional BMPs. The Dominguez Channel WMA EWMP will enhance existing watershed water quality plans, re-evaluate the existing watershed control measures, identify regional projects to maximize opportunities for retaining all non-stormwater runoff as well as stormwater runoff from the 85th percentile, 24-hour storm event, and identify watershed control measures for those areas in the watershed that cannot be addressed by a regional project.

In order to meet the requirements of the MS4 Permit, the Dominguez Channel WMA Group will develop the following documents:

- A Work Plan for submittal to the LARWQCB by June 28, 2014. The Work Plan will meet the requirements of the MS4 Permit and will provide an update of the progress of the Dominguez Channel WMA Group and outline future development.

- A CIMP for submittal to the LARWQCB by June 28, 2014. The CIMP will address all TMDL monitoring requirements applicable to the Dominguez Channel WMA and all five monitoring elements of the MS4 Permit Monitoring and Reporting Program (MRP).
- An EWMP Plan for draft submittal to the LARWQCB by June 28, 2015 and final submittal by January 28, 2016. Using the information developed for the Work Plan, the EWMP will meet the requirements of the MS4 Permit.

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

The Dominguez Channel WMA Group collaboratively prepared a scope of work and cost estimate for developing the Work Plan, the CIMP, and the EWMP for the portion of the Dominguez Channel WMA covered in this EWMP. It is estimated that the cost for the development of the plans is approximately \$1.5 million. This estimate assumes that the CIMP and EWMP will, in part, be based on existing TMDL Monitoring and Implementation Plans. In addition, the Dominguez Channel WMA Group will contribute several hundred thousands of dollars in in-kind services and contract administration costs.

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

Attachment 2 includes the final draft of the Memoranda of Agreement between the City of Los Angeles, as the lead agency, and the other participating agencies in the Dominguez Channel WMA Group. All agencies have committed to the execution of these agreements as indicated by the signed letters of intent (Attachment 3). The agreements will be executed before December 28, 2013.

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

Table 4 summarizes the expected project timeline for developing the Work Plan, CIMP, and EWMP Plan based on the scope of work agreed to by the Dominguez Channel WMA Group. Both interim milestones and final deadlines are noted in the proposed schedule. In addition to the monthly agency coordination meetings and coordination meetings with the Technical Advisory Committee, the schedule in Table 4 assumes one workshop with local watershed stakeholders for each plan (Work Plan, CIMP, and EWMP). Technical memoranda summarizing information and approaches to support the group’s development of the Work Plan, CIMP, and EWMP will be utilized as interim milestones. It is expected that the draft technical memos will not be finalized; rather the information presented in the memos will be revised based on comments and presented in the final Work Plan, CIMP, and EWMP.

Table 4. Proposed Interim Milestones and Deadlines for Plan Development

Deliverable	Milestones and Deadlines
Work Plan	
Draft Technical Memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	March 2014
Draft Work Plan	April 2014
Final Work Plan Submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Plan	
Draft Technical Memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Draft CIMP	April 2014
Final Draft CIMP Submitted to the LARWQCB	June 2014

Enhanced Watershed Management Program

Draft Technical Memos <ul style="list-style-type: none"> • Approach to USEPA TMDLs, 303(d) listings, other exceedances of RWLs • Final selection of regional projects • Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs • Project schedules and cost estimates 	April 2015
Draft EWMP	May 2015
Final Draft EWMP Submitted to the LARWQCB	June 2015

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

In accordance with Section VI.C.4.b.iii.(5), the Dominguez Channel WMA Group is committing to implement one structural BMP project that provides meaningful water quality improvement within 30 months of the effective date (June 28, 2015) of the MS4 Permit. To fulfill this requirement, the City of Los Angeles plans to construct the Phase IV - TRASH TMDL Implementation project. More information on this project can be found in Attachment 4.

10. LID Ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv.(1))

Table 5 summarizes the Dominguez Channel WMA Group’s Low Impact Development (LID) ordinance status. As presented in Table 5, greater than 50% of the land area included in the geographical scope of the Dominguez Channel WMA EWMP is currently addressed by an LID ordinance.

Table 5. Dominguez Channel WMA Group EWMP Area Percentage Addressed by LID Ordinances

Agency	Percent of EWMP Area	Status LID Ordinance SEE NOTE BELOW
City of Los Angeles	52.85%	Revising Ordinance
County of Los Angeles	22.36%	Draft Ordinance
LACFCO	NA	NA
City of El Segundo	3.44%	In Development
City of Inglewood	10.67%	In Development
City of Hawthorne	10.69%	In Development

Note:

1. **Revising Ordinance.** The City of Los Angeles LID Ordinance became effective 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.
2. **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.
3. **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 Polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv.(2))

Table 6 summarizes the Dominguez Channel WMA Group’s green street policy status. As presented in Table 6, greater than 50% of the land area included in the geographical scope of the Dominguez Channel WMA EMWP is currently addressed by green streets policies.

Table 6. Dominguez Channel WMA Group EWMP Area Percentage Addressed by Green Street Policies

Agency	Percent of EWMP Area	Status Green Street Policies SEE NOTE BELOW
City of Los Angeles	52.85%	In Effect
County of Los Angeles	22.36%	Draft Policy

LACFCD	NA	NA
City of El Segundo	3.44%	In Development
City of Inglewood	10.67%	In Development
City of Hawthorne	10.69%	In Development

Note:

1. **In Effect.** Permittee has adopted a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.
2. **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.
3. **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)

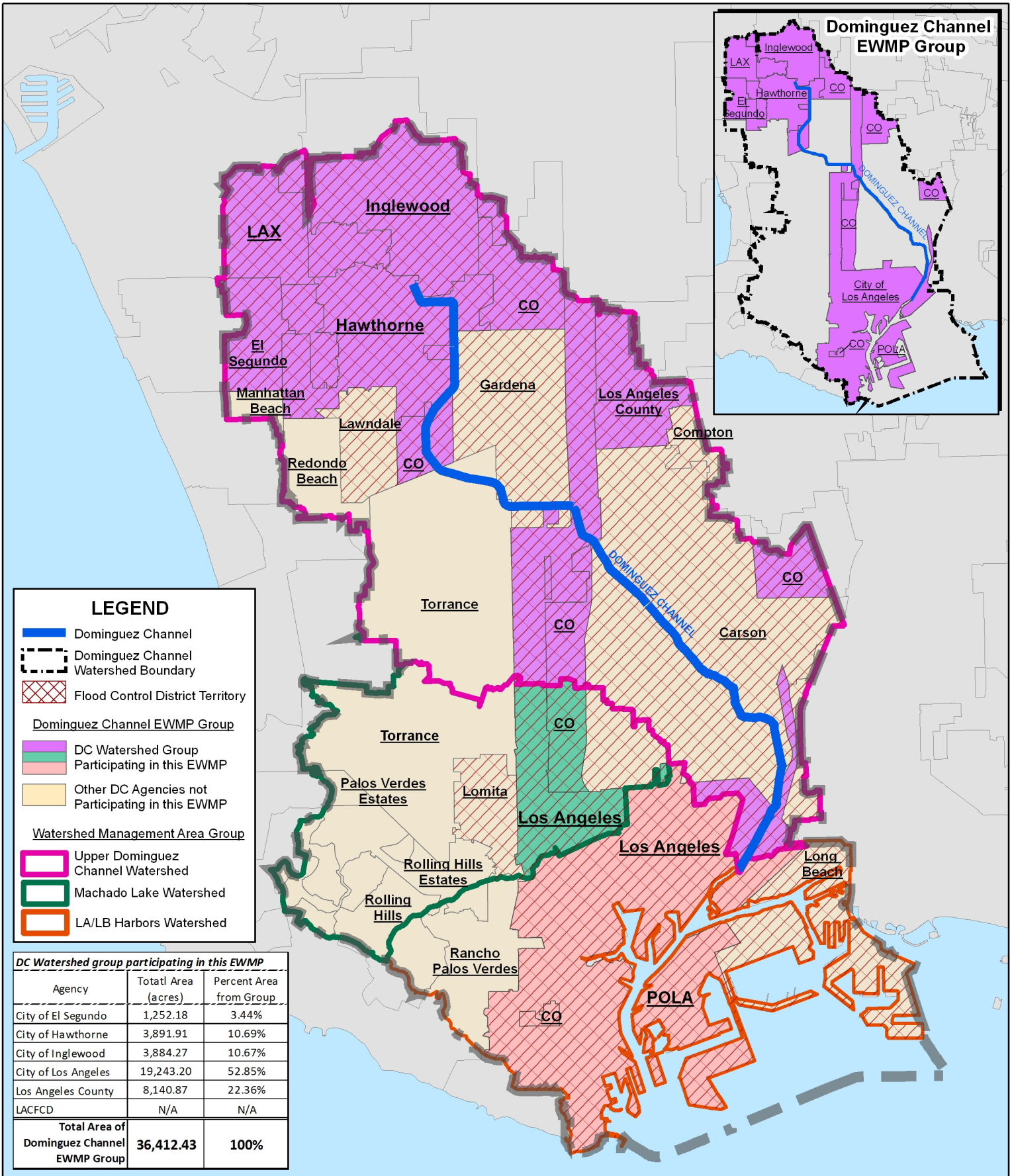
The Dominguez Channel WMA Group has developed TMDL implementation plans incorporating structural and institutional watershed control measures for a multi-pollutant and multi-benefit approach, as well as the timelines for implementation, to meet the water quality limitations of the various TMDLs. Table 7 summarizes the TMDL implementation plans that have been developed to date. Agency-specific programs and the status of implementation and compliance are provided in Attachment 5.

The Dominguez Channel WMA Group will continue their efforts to implement the actions of the TMDL implementation plans concurrently with the development of the Dominguez Channel WMA EWMP. TMDL interim milestones (see Table 2) will be met through the continued implementation efforts as outlined in the implementation plans.

Table 7. Implementation Plans for Dominguez Channel WMA TMDLs

Implementation Plan	Agency(ies)	Plan Status
Port of Los Angeles Los Angeles Harbor Bacteria TMDL Main Ship Channel Implementation Work Plan	City of Los Angeles, County of Los Angeles	Final Plan submitted 09/7/2007
Machado Lake Water Quality Management Plan - Nutrient TMDL	City of Los Angeles	Final plan approved RB 02/14/2011
Machado Lake Water Quality Management Plan - Toxic TMDL	City of Los Angeles	Final plan to be submitted 09/20/2013
Multi-pollutant TMDL Implementation Plan for the County of Los Angeles Unincorporated Area of the Machado Lake Watershed	County of Los Angeles	Final plan submitted 9/12/2011 Conditional Approval of Nutrients Portion by LARWQCB on 9/12/2012

Attachment 1 - Dominguez Channel WMA Group Map



LEGEND

- Dominguez Channel
- Dominguez Channel Watershed Boundary
- Flood Control District Territory

Dominguez Channel EWMP Group

- DC Watershed Group Participating in this EWMP
- Other DC Agencies not Participating in this EWMP

Watershed Management Area Group

- Upper Dominguez Channel Watershed
- Machado Lake Watershed
- LA/LB Harbors Watershed

DC Watershed group participating in this EWMP

Agency	Total Area (acres)	Percent Area from Group
City of El Segundo	1,252.18	3.44%
City of Hawthorne	3,891.91	10.69%
City of Inglewood	3,884.27	10.67%
City of Los Angeles	19,243.20	52.85%
Los Angeles County	8,140.87	22.36%
LACFCD	N/A	N/A
Total Area of Dominguez Channel EWMP Group	36,412.43	100%



Dominguez Channel Watershed Management Area Group



	BUREAU OF SANITATION				SHAHRAM KHARAGHANI PROGRAM MANAGER	
	ENRIQUE C. ZALDIVAR DIRECTOR		DATE 6/18/13			
DCWA Agencies_ EWMP_WMA	DRAWN BY: NH	CHECKED BY:	DATE REVISD 6/21/13			

Attachment 2 - Draft Memorandum of Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES, THE CITY OF EL SEGUNDO, THE CITY OF
HAWTHORNE, THE CITY OF INGLEWOOD, LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF
THE ENHANCED WATERSHED MANAGEMENT PROGRAM AND THE COORDINATED
INTEGRATED MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL
WATERSHED

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between: the City of Los Angeles, a municipal corporation; the City of El Segundo, a municipal corporation; the City of Hawthorne, a municipal corporation; the City of Inglewood, a municipal corporation; the Los Angeles County Flood Control District (LACFCD), a political subdivision of the State of California; and the County of Los Angeles, a political subdivision of the State of California. Collectively, these entities shall be known herein as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”) adopted 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, County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the Parties as the MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Dominguez Channel Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for the Dominguez Channel Watershed Management Area to comply with certain elements of the MS4 Permit; and

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

WHEREAS, the development of an EWMP includes the preparation of a Work Plan, a draft and final Coordinated Integrated Monitoring Plan (“CIMP”), and a draft and final EWMP Plan, collectively referred to herein as “Plans”; and

WHEREAS, the Parties collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant for preparing the Plans that will satisfy the requirements of the MS4 Permit; and

WHEREAS, the Parties have determined that hiring a Consultant to prepare and deliver the Plans will be beneficial to the Parties and they desire to participate and will provide funding in accordance with the cost allocation on Exhibit A; and

WHEREAS, the Parties have agreed that the total cost for developing the Plans shall not exceed \$1,520,982.77 including the project administration and management cost but excluding 10% contingency; and

WHEREAS, the Parties have agreed to retain the City of Los Angeles to coordinate the services of a Consultant to develop the Plans, the Parties have agreed to share in the cost and pay the City of Los Angeles for these consultant services as provided by Exhibit A of this MOU, and the City of Los Angeles has agreed to act on behalf of all Parties in the preparation of the Plans and the coordination of the consultant services;

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 fully incorporated into this MOU.

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

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting the Plans to the Regional Board.

Section 5. Term: This MOU shall become effective on the last date of execution by the Parties or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until June 30, 2016. If a Party does not execute this MOU by December 28, 2013, that Party shall be excluded from this MOU and this MOU shall become effective on December 28, 2013 by execution by the remaining Parties.

Section 6. Assessment for Proportional Cost: The Parties agree to pay the City of Los Angeles for preparation and delivery of the Plans in the amounts shown in Table (4) of Exhibit A, based

on the total costs shown in Tables (1) and (2) and the cost allocation formula shown in Table (3) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Los Angeles will invoice the Parties in two installments upon execution of this MOU as shown in Table (4) of Exhibit A, based on the allocated costs for developing the Plans by the Consultant and the project administration and management costs at a percentage of 5% of the allocated costs for development of the Plans. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended funds at the termination of this MOU will be returned to the Parties in accordance with the cost allocation formula set forth in Table (3) of Exhibit A.

Section 7. City of Los Angeles agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the Plans. The City of Los Angeles will be compensated for the administration and management of the Consultant contract as described in Exhibit A.
- b. To utilize the funds deposited by the Parties only for the administration of the Consultant contract, project management, and the preparation and completion of the Plans.
- c. To provide the Parties with an electronic copy of the technical memos, draft Plans and completed Plans within 7 business days of receipt from the Consultant.
- d. To invoice the Parties in the amounts and according to the schedule shown in Table (4) of Exhibit A.
- e. To provide an accounting within 90 days after at the termination of the MOU or within 90 after the early termination of the MOU pursuant to Section 11. The City of Los Angeles shall return the unused portion of all funds deposited with the City of Los Angeles in accordance with the cost allocation formula set forth in Table 3 in Exhibit A.

Section 8. The Parties further agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, informing administration and council.
- b. To fund the cost of the preparation and delivery of the Plans and to pay the City of Los Angeles for the preparation and delivery of the Plans based on the cost allocation shown in Exhibit A. This includes the costs incurred by the City of Los Angeles for administering the Consultant services between awarding the Consultant contract and the execution of this MOU.

- c. To grant access rights and entry to the City of Los Angeles and the Consultant during the terms of this MOU to the Parties' facilities (i.e. storm drains, channels, catch basins, properties, etc.) ("Facilities") to achieve the purposes of this MOU. Prior to exercising said right of entry, the City of Los Angeles or their Consultant shall provide written notice to the Parties at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the Parties' representatives identified in Exhibit B.

Section 9. Invoice and Payment

- a. Payment: The Parties shall pay the City of Los Angeles their proportional share of the cost for the preparation and delivery of the Plans and project administration and management as shown in Table 4 of Exhibit A. Payments are due within sixty (60) days of receiving the invoice from the City of Los Angeles.
- b. Invoice: The City of Los Angeles will invoice Parties in two installments in the amounts shown in Table 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.
- c. Contingency: The City of Los Angeles will notify the Parties if actual expenditures are anticipated to exceed the cost estimates contained in Exhibits A and obtain approval of such expenditures from all Parties. Upon approval, the Parties agree to reimburse the City of Los Angeles for their proportional share of these additional expenditures at an amount not to exceed 10% of the original cost estimate as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10% contingency will require an amendment of this MOU.

Section 10. Indemnification

- a. Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert 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 that such liability would be imposed in the absence of Section 895.2 of said Code.

- c. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

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

Section 12. 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 Representative of the Party at the address set forth in Exhibit B. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b) Administration. For the purpose of this MOU, the parties hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any

debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

- d) Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties. This section applies to, but is not limited to, amendments proposed to address regulatory changes in the MS4 permit, modifications to the Scope of Work, or changes in the number of Parties to this MOU. For the City of Los Angeles, the Director of Bureau of Sanitation or his/her designee is authorized to execute such amendments.
- f) 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.
- g) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) 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.

- 1) All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

CITY OF 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 EL SEGUNDO

Greg Carpenter
City Manager

ATTEST:

Tracy Weaver,

City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY,
City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

CITY OF HAWTHORNE

**MICHAELGOODSON,
City Manager
City of Hawthorne, California**

CITY OF INGLEWOOD

Date: _____

By: _____

Roosevelt F. Dorn
Mayor

ATTEST:

By: _____

Yvonne Horton
City Clerk

APPROVED AS TO FORM:

By: _____

Cal Saunders
City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

COUNTY OF LOS ANGELES

By _____
GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Deputy

Date

EXHIBIT A

Table 1. Estimated Consultant Contract Cost

Item		Total Cost
Contract Cost	(a)	\$ 1,448,555.00
City of Los Angeles Contract Management Fee (5%)	(a) X 5% = (b)	\$ 72,427.75
SUB-TOTAL COST	(a)+(b)=(c)	\$1,520,982.75
LAFCD Allocation (10%) ¹	(c) x 10% = (d)	\$152,098.28
TOTAL COST TO BE DISTRIBUTED	(c)-(d)=(e)	\$1,368,884.50

Note:

1. The Los Angeles Flood Control District (LAFCD) has committed to contributing 10% of the Total Cost, including contract management fee, as their allocation in the development of the plans.

Table 2. Distribution of Estimated Total Cost

Agency	Acres ^{1,2}	Percent of Area ³	Distributed Total Cost ⁴
City of Los Angeles	19,243.20	52.85%	\$723,426.54
County of Los Angeles (LAC)	8,140.87	22.36%	\$306,046.88
City of Hawthorne	3,891.91	10.69%	\$146,311.99
City of Inglewood	3,884.27	10.67%	\$146,024.78
City of El Segundo	1,252.18	3.44%	\$47,074.30
TOTAL	36,412.43	100%	\$1,368,884.50

Note:

1. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Dominguez Channel watershed.
2. Area (acres) determined by GIS analysis as shown in EXHIBIT C
3. Percent Area = Agency Area / Total Area
4. Total Cost = \$1,368,884.50 X Agency Percent of Area

Table 3. Cost Allocation Formula

<i>Distributed Total Cost = Total Cost X Agency Percent of Area</i>

Table 4. City of Los Angeles Invoicing Schedule and Invoice Amounts to Parties

Agency	Invoice Schedule		Distributed Total Cost (a)+(b)=(c)	Contingency (10%) ¹ (c)x0.1=(d)	TOTAL COST INCLUDING CONTINGENCY (c)+(d)=(e)
	Jan. 2014 (a)	Jan. 2015 (b)			
City of Los Angeles	\$361,713.26	\$361,713.27	\$723,426.53	\$72,342.65	\$ 795,769.19
LAFCD	\$76,049.14	\$76,049.14	\$152,098.28	\$15,209.83	\$167,308.11
County of Los Angeles (LAC)	\$153,023.44	\$153,023.44	\$306,046.88	\$22,907.26	\$251,979.84
City of Hawthorne	\$73,155.99	\$73,156.00	\$146,311.99	\$14,631.20	\$160,943.19
City of Inglewood	\$73,012.38	\$73,012.39	\$146,024.78	\$14,602.48	\$160,627.26
City of El Segundo	\$23,537.15	\$23,537.15	\$47,074.30	\$4,707.43	\$51,781.73
TOTAL			\$1,520,982.75	\$152,098.27	\$1,673,081.02

Note:

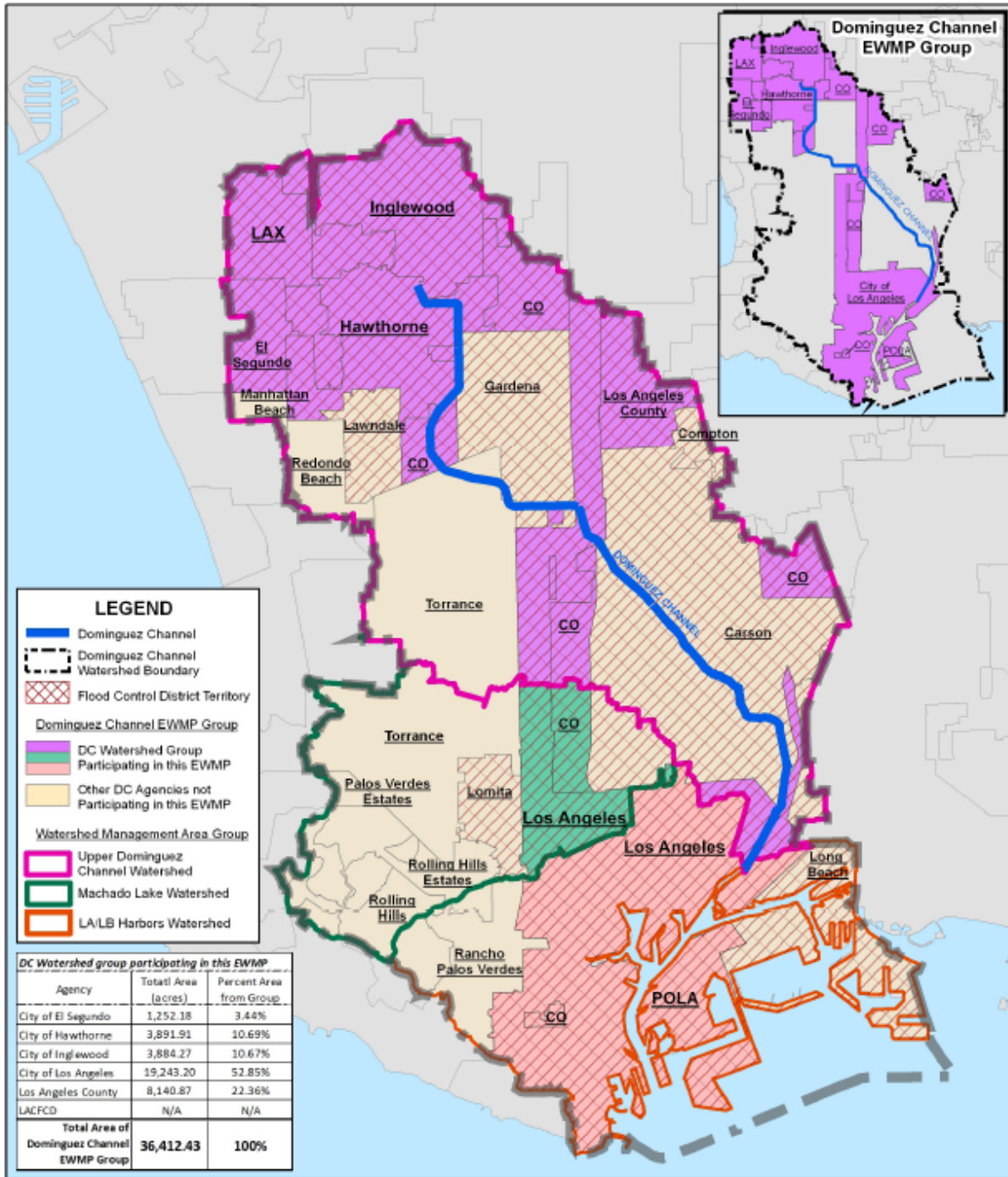
1. Contingency is 10% of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

EXHIBIT B

DOMINGUEZ CHANNEL WATERSHED WMP/CIMP GROUP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Angela George E-mail: AGEORGE@dpw.lacounty.gov Phone: (626) 458-4304 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th 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
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	LiFan Xu E-mail: lxu@elsegundo.org Phone: (310) 524-2368
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	Doug Krauss E-mail: dkrauss@cityofhawthorne.org Phone: (310) 524-2368
City of Inglewood 1 W. Manchester Blvd, 3 rd Floor Inglewood, Ca 90301-1750	Lauren Amimoto E-mail: lamimoto@cityofinglewood.org Phone: (310) 412-5192 FAX: (310) 412-5552

EXHIBIT C
DOMINGUEZ CHANNEL WATERSHED MAP



0 0.5 1 Miles

Dominguez Channel Watershed Management Area Group

BUREAU OF SANITATION

	ENRIQUE C. ZALDIVAR DIRECTOR		SHAHRAM KHARAGHANI PROGRAM MANAGER	
	DCWAgenies_ EWMP_WMA	DRAWN BY: NH	CHECKED BY:	DATE 8/18/13 DATE REVISED 8/21/13

This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles
Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP

Attachment 3 - Letters of Intent

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

WARREN T. FURUTANI
COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

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

June 20, 2013

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

Attention: Renee Purdy

Dear Mr. Unger:

CITY OF LOS ANGELES COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL 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 Dominguez Channel watershed as outlined in the Notice of Intent submitted by the City 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 Dominguez Channel Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of El Segundo, the City of Inglewood, and the City of Hawthorne. The final draft agreement to fund program development by the Dominguez Channel Watershed Group has been included in the Notice of Intent and the City of Los Angeles is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact me at shahram.kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Alfredo Magallanes at alfredo.magallanes@lacity.org or phone (213) 485-3958.

Sincerely,

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

SK:AM:MC
WPDCR 9039

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



Mr. Sam Unger, Executive Officer

City of Los Angeles Letter of Intent for Dominguez Channel 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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood



City of El Segundo

Public Works Department Stephanie Katsouleas, Director

June 4, 2013

Elected Officials:

Bill Fisher,
Mayor
Carl Jacobson,
Mayor Pro Tem
Suzanne Fuentes,
Council Member
Dave Atkinson,
Council Member
Marie Fellhauer,
Council Member
Tracy Weaver,
City Clerk
Crista Binder,
City Treasurer

Appointed Officials:

Greg Carpenter,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Deborah Cullen,
Finance/Human Resources
Kevin Smith,
Fire Chief
Debra Brighton,
Library Services
Sam Lee,
Planning and
Building Safety
Mitch Tavera,
Police Chief
Stephanie Katsouleas,
Public Works
Robert Cummings,
Recreation & Parks

www.elsegundo.org

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

**LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF
AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM IN
COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED
GROUP**

Dear Mr. Unger;

The City of El Segundo, with this letter, pledges to cooperate with the Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, and the Cities of El Segundo, Hawthorne, and Inglewood.

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

Should you have any questions, please contact me at (310)524-2356 or vial email to skatsouleas@elsegundo.org, or Lifan Xu, of my staff, at (310)524-2368 or via email to lxu@elsegundo.org.

Sincerely

Stephanie Katsouleas
Director of Public Works

Cc: Greg Carpenter, City Manager
Lifan Xu, Principal Civil 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, Department of Public Works

Enrique Zaldivar, City of Los Angeles, Bureau of Sanitation

Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation

Gary Hildebrand, County of Los Angeles, Department of Public Works

Doug Krauss, City of Hawthorne

Lauren Amimoto, City of Inglewood

CITY OF HAWTHORNE



4455 West 126th Street • Hawthorne, California 90250-4482

Department of Public Works, Engineering Division
Office: (310) 349-2980 / Fax: (310) 978-9862

June 6, 2013

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

LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED GROUP

Dear Mr. Unger,

The City of Hawthorne, with this letter, pledges to collaborate with Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No., R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes only the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, the City of El Segundo, the City of Hawthorne, and the City of Inglewood.

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

Should you have any questions, please contact me at ashadbehr@cityofhawthorne.org and 310-349-2985, or Doug Krauss of my staff at dkrauss@cityofhawthorne.org and 310-349-2987.

ARNOLD SHADBEHR, P.E.
Director of Public Works / City Engineer

Inglewood



California

Public Works Department
ONE MANCHESTER BOULEVARD / INGLEWOOD, CA. 90301 / P.O. BOX 6500 / INGLEWOOD, CA. 90312
Telephone (310) 412-5333 / Fax (310) 412-5552
www.cityofinglewood.org

LOUIS A. ATWELL, P.E.
PUBLIC WORKS DIRECTOR

June 11, 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

CITY OF INGLEWOOD'S LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED GROUP

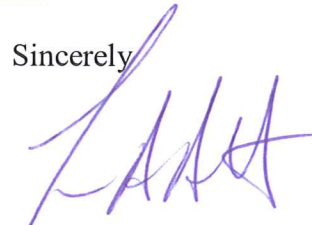
Dear Mr. Unger;

The City of Inglewood (City), with this letter, pledges to collaborate with the Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes only the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, the City of El Segundo, the City of Hawthorne, and the City of Inglewood

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

Should you have any questions, please contact Lauren Amimoto, Senior Administrative Analyst at (310) 412-5192 or at lamimoto@cityofinglewood.org

Sincerely



Louis A. Atwell, PE
Director of Public Works

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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood



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

June 24, 2013

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

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

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

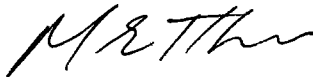
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Dominguez Channel Watershed Management Area Group. 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 Dominguez Channel Watershed Management Area Group consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County of Los Angeles, LACFCD, and cities of El Segundo, Hawthorne, and Inglewood. The Dominguez Channel Watershed Management Area Group has included a final draft Memorandum of Understanding as Attachment 2 of the Notice of Intent. The LACFCD intends to submit a final Memorandum of Understanding to the County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

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

Very truly yours,



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

WJ:jht

P:\wmpub\Secretarial\2013 Documents\Letter\LOI - Dominguez Channel LACFCD.doc\C13215

cc: City of El Segundo
City of Hawthorne
City of Inglewood
City of Los Angeles



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
DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

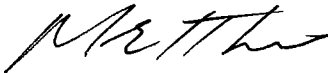
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Dominguez Channel Watershed Management Area Group. This Letter of 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 Dominguez Channel Watershed Management Area Group consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County, Los Angeles County Flood Control District, and cities of El Segundo, Hawthorne, and Inglewood. The Dominguez Channel Watershed Management Area Group has included a final draft Memorandum of Understanding as Attachment 2 of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

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

Very truly yours,



GF GAIL FARBER
Director of Public Works

WJ:jht

P:\wmpub\Secretarial\2013 Documents\Letter\LOI - Dominguez Channel County.doc\C13216

cc: City of El Segundo
City of Hawthorne
City of Inglewood
City of Los Angeles

Attachment 4 - Structural BMP Fact Sheet

PHASE IV - TRASH TMDL IMPLEMENTATION

Santa Monica Bay Debris & Plastic Pellet TMDL / Machado Lake Trash TMDL / Dominguez Channel Watershed MS4 Trash Requirements
 March 2013



FACT SHEET

REGULATORY BACKGROUND

Santa Monica Bay Debris & Pellet TMDL

Effective: March 20, 2012
 1st Compliance Milestone: March 2016
 Final Compliance: March 2020

Machado Lake Trash TMDL

Effective: March 6, 2008
 1st Compliance Milestone: March 2012
 Final Compliance: March 2016

Dominguez Channel Watershed MS4 Trash Requirements

Effective: December 28, 2012
 Final Compliance: December 28, 2016

PROJECT DESCRIPTION

ENVIRONMENTAL BENEFITS

Trash in waterways causes significant water quality problems. Small and large floatables can inhibit the growth of aquatic vegetation, decreasing spawning areas and habitats for fish and other living organisms. Wildlife living in the rivers and riparian areas can be harmed by ingesting or becoming entangled in floating trash. By preventing trash and debris from entering the storm drain system and eventually into the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds, this project will improve the water quality and protect the aquatic life and habitat.

DESCRIPTION OF BMP

This project primarily proposes the installation of catch basin (CB) opening screen covers and inserts in those structures found in the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds of the City. The CB opening screen covers are coarse screens that are installed in the CB openings and prevent trash from entering the City storm drain system. Each CB opening screen cover has a self-opening device activated by a predetermined street gutter flow to disengage its locking mechanism. The CB inserts are perforated screens that are installed inside the CB in front of the outlet pipe of the catch basin.



PROJECT SCHEDULE AND COST

SCHEDULE

With the approval of this project, WPD will establish a new procurement and installation contract through the advertisement, bid and award process of the Board of Public Works. Installation of CB covers may begin as early as the Summer of 2013. No construction permits, land acquisition, or NEPA/CEQA documents are required for this project. The Project Schedule is shown below. The subsequent Table shows number of CBs to be retrofitted with a BMP by Council District throughout the project duration. The contract duration is 3 years.

Project Schedule

	2013	2014	2015	2016
Construction				
Post-Construction				

COST

To ensure compliance with the upcoming trash reduction milestones, WPD requests \$6.2 million of Prop O funds for the retrofit of approximately 4,400 catch basins in the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds with trash BMPs.

Distribution of Catch Basin Retrofits

Element	Catch Basin Distribution
Santa Monica Bay Debris and Plastic Pellet TMDL (Council District 11)	988
Machado Lake Trash TMDL (Council District 15)	277
Dominguez Channel Watershed MS4 Trash Requirements (Council District 15)	3,151
TOTAL	4,416

The total cost of \$6,160,000 dollars for this project is being requested from Prop O funds, which includes administration, design and construction management, construction, and installation costs of approximately 4,400 catch basin trash BMPs. This project is not projected to result in any increase in operation and maintenance of the City storm drain system; the Wastewater Collection System Division of the Bureau of Sanitation currently provides the regular maintenance of the City catch basins.

Project Cost Distribution

Element	Required Funding Amount
Administration Cost	\$10,000
Planning/Design/Bid and Award	\$28,000
Construction Management	\$308,000
Construction	\$5,814,000
TOTAL	\$6,160,000

Attachment 5 – Specific Actions and Status of Compliance by EWMP Agencies for Compliance with Interim and Final Milestones of the Machado Lake Trash TMDL

EWMP agency	Implementation status Machado Lake Trash TMDL
City of Los Angeles	As of February 2013, the City had attained the 40% compliance milestone of the Trash TMDL. The City will fully comply with the 100% compliance milestone by the use of full and partial capture devices in the remaining catch basins as well through institutional measures.
County of Los Angeles	Within the area of the Machado Lake watershed covered by the Dominguez Channel WMA, the County of Los Angeles has retrofitted 89% of catch basins with full capture devices. The remaining catch basins will be retrofitted by 2016 to meet the 100% milestone.
LACFCD	NA