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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 SANTA MONICA BAY JURISDICTIONAL  
GROUPS TWO AND THREE, AND THE CITY OF LOS ANGELES AREA IN  
JURISDICTION GROUP SEVEN**

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 Jurisdictional Groups 2 and 3 (J2 & J3) of the Santa Monica Bay watershed. All MS4 permittees in these Jurisdictional Groups have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No. R4-2012-0175. The City of Los Angeles as lead agency for the J2 & J3 of the Santa Monica Bay watershed has prepared this NOI on behalf of itself, the County of Los Angeles, the Los Angeles County Flood Control District, and the Cities of Santa Monica and El Segundo. All agencies have reviewed and approved this NOI, and we appreciate the collaboration by all MS4 co-permittees in the preparation of the NOI documents.

Additionally, this document includes the NOI provisions associated with the City of Los Angeles' land area within Jurisdictional Group 7 of the Santa Monica Bay watershed including the facilities owned by Los Angeles County Flood Control District. The City of Los Angeles and the Los Angeles County Flood Control District have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No. R4-2012-0175 for the aforementioned area.



Mr. Samuel Unger, Executive Officer

June 27, 2013

Page 2

The attached document satisfies the requirements for submitting the NOI as provided by Section 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 J2 & J3 of the Santa Monica Bay watershed with the Technical Advisory Committee, the LARWQCB, and other watershed stakeholders. Should you have any questions about this submittal, 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 or Hamid Tadayon at [Hamid.Tadayon@lacity.org](mailto:Hamid.Tadayon@lacity.org) or phone (213) 485-3841.

Sincerely,



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

SK:HC:HT  
WPDCR9048

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  
Rick Valte, City of Santa Monica  
Stephanie Katsouleas, City of El Segundo

# **NOTICE OF INTENT**

## **Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program**

### **Santa Monica Bay Watershed (J2, J3) and Los Angeles Area in J7**

**City of Los Angeles  
County of Los Angeles  
Los Angeles County Flood Control  
District  
City of Santa Monica  
City of El Segundo**

**June 27, 2013**

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## Background

In 2002, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TMDL) to address the bacteriological water quality impairments that were found at 44 beaches along the Santa Monica Bay. Subsequently, in 2003, the Santa Monica Bay Beaches Bacteria TMDL became effective. The TMDL established seven jurisdictional groups responsible for water quality compliance along the Santa Monica Bay. The City of Los Angeles is the lead agency of Jurisdictional Group 2 (J2), and participating agencies of this group include the County of Los Angeles, City of Santa Monica, City of El Segundo, and Caltrans. The City of Santa Monica is the lead agency of Jurisdictional Group 3 (J3), and participating agencies of this group include the City of Los Angeles and Caltrans. The State of California Department of Parks and Recreation also owns land in both J2 and J3. In addition, the City of Los Angeles is a participating agency in Jurisdictional Group 7 (J7) within the San Pedro area.

Part A of the following Notice of Intent (NOI) will cover J2 and J3 while Part B will cover only the land area within J7 that is owned by the City of Los Angeles.

### A. Notice of Intent for EWMP and CIMP for Santa Monica Bay Jurisdictional Groups 2 and 3

#### 1. Introduction

The Cities of Los Angeles, Santa Monica, El Segundo, the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD), collectively the Santa Monica Bay J2 & J3 Enhanced Watershed Management Program (EWMP) Agencies, respectfully submit this Notification of Intent (NOI) to develop an EWMP for J2 and J3 of the Santa Monica Bay Watershed per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the J2 & J3 EWMP agencies' intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

Although the City of Santa Monica is the lead agency in J3, the City of Los Angeles will act as the lead agency for developing the EWMP and CIMP for the J2 & J3 Watershed. Development of the EWMP Work Plan, CIMP, and Final EWMP will be a collaborative process between all J2 & J3 EWMP Agencies, coordinated with the Technical Advisory Committee as well as with watershed stakeholders.

The following sections satisfy the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. Additionally, the following sections provide the LARWQCB with information on the approach that the J2 & J3 EWMP Agencies intend to follow for EWMP development.

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

The J2 & J3 EWMP Agencies notify the LARWQCB by this NOI of their intention to collaboratively develop an EWMP for J2 and J3 of the Santa Monica Bay Watershed,

and will submit a Final Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and a Draft EWMP Plan no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the J2 & J3 EWMP Agencies notify the LARWQCB by this NOI of their intention to collaboratively develop a CIMP for J2 & J3 of the Santa Monica Bay watershed, and will submit a 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 A.1 lists the TMDLs that have been developed for the Santa Monica Bay Watershed. The interim and final compliance deadline of Santa Monica Bay Nearshore and Offshore Debris TMDL and final compliance deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table A.2.

The watershed control measures that have been or will be implemented to meet the applicable interim and final trash water quality based effluent limitations (WQBELs) and other final WQBELs and receiving water limitations are described in more detail in Section 12 of this NOI submittal.

**Table A.1. TMDLs applicable to Santa Monica Bay watershed**

| TMDL  | LARWQCB Resolution Number | Effective Date and/or EPA Approval Date |
|---|---------------------------|---|
| Santa Monica Bay Beaches Dry Weather Bacteria TMDL (Summer and Winter Dry ) | 2002-004                  | 7/15/2003                               |
| Santa Monica Bay Beaches Wet Weather Bacteria TMDL                          | 2002-022                  | 7/15/2003                               |
| Santa Monica Bay Nearshore and Offshore Debris TMDL                         | R10-010                   | 03/20/2012                              |
| Santa Monica Bay DDTs and PCBs TMDL   | NA                        | 03/26/2012                              |

**Table A.2. Interim (debris) and final TMDL compliance deadlines prior to EWMP approval**

| TMDL  | Milestone  | Interim/Final | Deadline   |
|---|--|---------------|------------|
| Santa Monica Bay Beaches Dry Weather Bacteria TMDL  | Compliance with allowable exceedance days during summer dry period | Final         | 07/15/2006 |
|   | Compliance with allowable exceedance days during winter dry period | Final         | 07/15/2009 |
| Santa Monica Bay Nearshore and Offshore Debris TMDL | 20% reduction from baseline load                                   | Interim       | 03/20/2016 |

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

J2 and J3 are located in the central region of the Santa Monica Bay Watershed and are comprised of portions of the Cities of Los Angeles, Santa Monica, El Segundo, the County of Los Angeles, Caltrans, and the California State Park and Recreation. Attachment A.1 provides a map of the watershed boundaries and delineation of land areas of MS4 permittees and other entities within the watershed. Sub-watersheds within J2 and J3 include Castle Rock, Pulga Canyon, Temescal Canyon, and Santa Monica Canyon, which are mostly natural open space. In contrast, the Dockweiler and Santa

Monica subwatersheds are more urbanized with a large percentage of transportation, residential and commercial land uses.

All MS4 permittees in J2 and J3 have agreed to collectively develop the J2 & J3 EWMP which will cover all of the areas owned by the MS4 permittees within the watershed as shown in Table A.3. The MS4 permittees in J2 and J3 have no jurisdiction over the land that is owned by the State of California, Caltrans and the US Government. In addition, the area of the Chevron facility, which is located within the City of El Segundo, has also been excluded from the geographical scope of the J2 & J3 EWMP. The Chevron facility is responsible for compliance with its own NPDES permit through a comprehensive stormwater runoff implementation program and does not discharge to the MS4. All drainage infrastructures operated and maintained by the LACFCD within J2 and J3 of the Santa Monica Bay Watershed Management Area will be covered under this EWMP.

**Table A.3. J2&J3 watershed land area distribution and EWMP participation**

| Agency   | EWMP agency | Land area (acres) | % EWMP Area |
|--|-------------|-------------------|-------------|
| City of Los Angeles  | Yes         | 18,934.64         | 75.02%      |
| County of Los Angeles  | Yes         | 130.40            | 0.52%       |
| City of Santa Monica   | Yes         | 4,987.47          | 19.76%      |
| City of El Segundo   | Yes         | 1,185.63          | 4.70%       |
| Los Angeles County Flood Control District                    | Yes         | N/A               | N/A         |
| <b>Area of EWMP agencies</b>                                 |             | <b>25,238.14</b>  | <b>100%</b> |
| Caltrans   | No          | 241.40            |             |
| Chevron  | No          | 995.36            |             |
| State of California  | No          | 7,885.12          |             |
| US Government  | No          | 2.50              |             |
| <b>Total area of J2&amp;J3 of Santa Monica Bay watershed</b> |             | <b>34,362.52</b>  |             |

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

The J2 & J3 EWMP Agencies of the Santa Monica Bay Watershed have collectively pursued an integrated water resources approach to develop an implementation plan that would represent the most cost-effective and efficient use of resources to address the Santa Monica Bay Bacteria TMDLs. This approach focuses on beneficial use of urban runoff including groundwater infiltration at multiple points throughout the watershed, addresses multiple pollutants by which Santa Monica Bay is impaired, and incorporates enhancement of other public goals, such as water supply, recycling and storage, environmental justice, parks, greenways, and environmental education opportunities. The total area of J2 and J3 is 34,362 acres, of which approximately 49% is pervious/open space. As shown in Attachment A.2, 93% of the open space area is located within the northern sub-watersheds and approximately 7% is located within the Dockweiler subwatershed. Utilizing this opportunity, several regional multi-benefit projects have already been completed such as the Grand Boulevard Tree Wells, the Imperial Highway Sunken Median Storm Water, and the Westminster Dog Park Storm Water Best Management Practices (BMPs). Several other multi-benefit projects are also near completion such as the Penmar Water Quality Improvement and the Temescal Canyon Storm Water BMPs. The J2 & J3 EWMP will build on the existing TMDL implementation plan and identify additional regional projects to maximize opportunities

for retaining all non-stormwater runoff and stormwater from the 85<sup>th</sup> percentile, 24-hour storm events as described in the MS4 permit, as well as identify additional watershed control measures for areas in the watershed that cannot be addressed by a regional project.

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

The J2 & J3 EWMP Agencies collaboratively prepared a scope of work and cost estimate for developing the Work Plan, the CIMP and the EWMP for J2 and J3 of the Santa Monica Bay watershed. It is estimated that the cost for the Work Plan, the CIMP and the EWMP Plan development is approximately \$1M. Of that, \$182,000 is allocated for the Work Plan, \$148,000 for development of CIMP, \$436,000 for EWMP, and \$234,000 for project coordination and meetings. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans. In addition, the J2 & J3 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))**

Attachment A.3 includes the final draft of the Memorandum of Understanding (MOU) between the City of Los Angeles as the lead agency and the other J2 & J3 EWMP Agencies. All agencies have committed to the execution of the MOU as indicated by the signed letters of intent (Attachment A.4). The MOU will be executed no later than December 28, 2013.

**8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))**

Table A.4 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development, which is based on the scope of work for developing the Work Plan, CIMP, and EWMP as agreed to by the J2 & J3 EWMP Agencies. In addition to the monthly agency coordination meetings and, coordination meetings with the Technical Advisory Committee, the schedule in Table A.4 assumes one workshop with local watershed stakeholders for each plan. Interim milestones in Table A.4 are the expected due dates of draft Technical Memoranda that will summarize the information and approaches for development of the specified components of the final Work Plan, CIMP, and EWMP Plan. 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 Work Plan, CIMP, and EWMP Plan.

**Table A.4. Proposed interim milestones and deadlines for plan development**

| Deliverable  | Milestones and Deadlines |
|--|--------------------------|
| <b>Work Plan</b>   |                          |
| 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>                                      | March 2014               |
| Draft Work Plan  | April 2014               |
| Final Work Plan submitted to the LARWQCB   | June 2014                |
| <b>Coordinated Integrated Monitoring Program</b>   |                          |
| 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               |
| Draft CIMP   | April 2014               |
| Final Draft CIMP submitted to the LARWQCB  | June 2014                |
| <b>Enhanced Watershed Management Program</b>   |                          |
| Draft Technical memos <ul style="list-style-type: none"> <li>• Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs</li> <li>• Final selection of regional projects</li> <li>• Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs</li> <li>• Project schedules and cost estimates</li> </ul> | 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))**

The J2 & J3 EWMP Agencies are committed to the implementation of Phase II of the Penmar Water Quality Improvement Project within 30 months after the effective date (June 28, 2015) of the MS4 permit. This is a regional project that is jointly implemented by the Cities of Los Angeles and Santa Monica for the purpose of reusing collected stormwater for irrigation. This project is funded by Proposition “O”, a \$500M general bond program that was approved by the City of Los Angeles voters in 2004, the City of Santa Monica’s Clean Beach special tax, and the State’s Proposition 84. A detailed description of this project is presented in Attachment A.5.

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

Table A.5 summarizes the status of Low Impact Development (LID) ordinances by the J2 & J3 EWMP Agencies. As presented in Table A.5, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by an LID ordinance that is in place.

**Table A.5. Summary of percent EWMP area addressed by LID ordinances**

| EWMP agency                                     | Status LID ordinance | % EWMP area addressed by LID ordinance |
|---|----------------------|--|
| City of Los Angeles                             | In Place             | 75.02                                  |
| County of Los Angeles                           | Draft Ordinance      | 0.52                                   |
| City of El Segundo                              | In Development       | -                                      |
| City of Santa Monica                            | In place             | 19.76                                  |
| LACFCD  | N/A                  | N/A                                    |
| <b>Total EWMP Area covered by LID Ordinance</b> |                      | <b>95.30</b>                           |

- In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed. For the City of Los Angeles: its LID Ordinance became operative on May 12, 2012. The City of Los Angeles 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.
- In Development – Permittee initiated development of an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.

**11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))**

Table A.6 summarizes the status of green street policies by the various J2 & J3 EWMP Agencies. As presented in Table A.6, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by green streets policies that are in place.

**Table A.6. Summary of percent EWMP area addressed by Green Street Policies**

| EWMP agency                                     | Status of Green Street Policy | % EWMP area addressed by Green Street Policy |
|---|-------------------------------|--|
| City of Los Angeles                             | In place                      | 75.02  |
| County of Los Angeles                           | Draft Policy                  | 0.52   |
| City of El Segundo                              | In Development                | -  |
| City of Santa Monica                            | In place                      | 19.76  |
| LACFCD  | N/A                           | N/A  |
| <b>Total EWMP Area covered by LID Ordinance</b> |                               | <b>95.30</b>                                 |

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

**12. Implementation of watershed control measures during plan development (Sections VI.C.4.b.ii)**

The J2 & J3 EWMP Agencies have been collaborating since the development and adoption of the Santa Monica Bay Bacteria TMDLs by the LARWQCB to achieve the water quality objectives. In June 2005, the J2 & J3 EWMP Agencies submitted a comprehensive implementation plan to the LARWQCB, which included structural and institutional mitigation measures to meet the Bacteria TMDL requirements for dry and wet weather. Table A7 summarizes the control measures that have been implemented

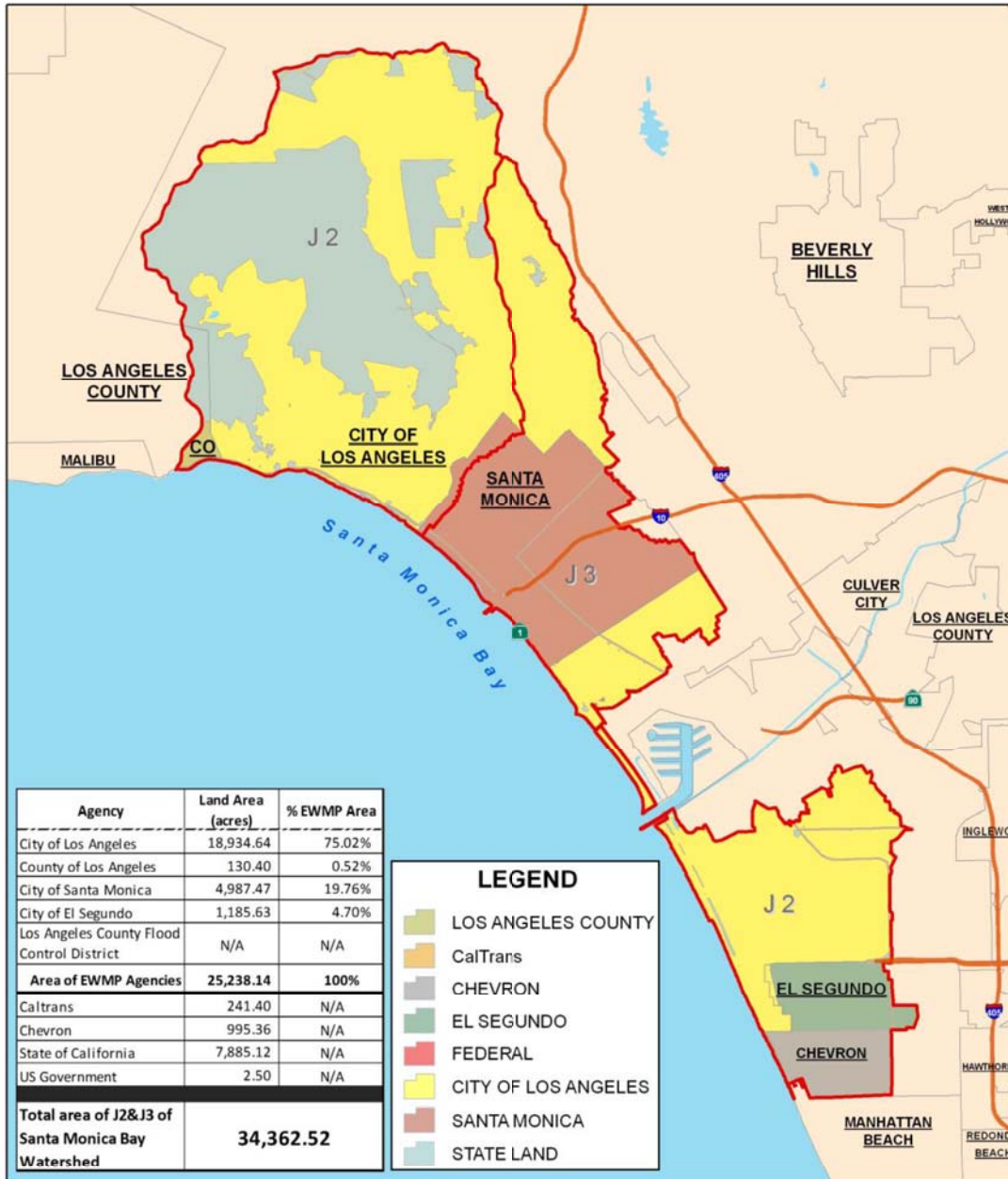
to date for the dry weather bacteria TMDL, as well as the measures that are planned for meeting the 20% interim milestone of the Santa Monica Bay Nearshore Debris TMDL.

**TableA. 7. Watershed Control Measures for J2 & J3 of the Santa Monica Bay watershed**

| TMDL  | Agencies/Permittees  | Implementation Plan and Status   |
|---|--|--|
| Dry Weather Bacteria TMDL                           | City of Los Angeles, City of Santa Monica, and the Los Angeles County Flood Control District | Implemented 23 Low Flow Diversions (LFD) along the Santa Monica Bay shoreline in J2 & J3 (Attachment A.6). These LFDs have been operated during summer dry weather since July 2006, and year-round during dry weather since July 2009.               |
|   | City of Santa Monica   | Constructed the Santa Monica Urban Run off Recycling Facility (SMURRF) in 2001, operating year-round during dry weather.   |
| Santa Monica Bay Nearshore and Offshore Debris TMDL | City of Los Angeles  | By September 2013, will submit Plastic Monitoring and Reporting Plan (PMRP) for plastic pellets.<br>By March 2016, will retrofit 57 Catch Basins to achieve 20% trash reduction.   |
|   | County of Los Angeles  | By September 2013, will submit PMRP for plastic pellets.<br>By 2014, will retrofit 41 catch basins in unincorporated area to achieve 100% trash reduction  |
|   | City of Santa Monica   | Retrofitted 100s of catch basin screens and inserts and installed 5 Continuous Deflection System (CDS) units. By 2015, will install additional 3 CDS units and retrofit dozens of full capture catch basin inserts for the Pico-Kenter sub-watershed |

Aside from the above watershed control measures, the J2 & J3 EWMP Agencies have utilized a multi-pollutant and multi-benefit approach to develop the Bacteria TMDL Implementation Plan with structural and institutional watershed control measures, as well as timelines for implementation to meet the receiving water limitations of the Bacteria TMDL. This final plan was submitted on June 16, 2005 and developed by the following agencies: the City of Los Angeles, the County of Los Angeles, the City of Santa Monica, the City of El Segundo, and Caltrans.

Attachment A.1. J2 and J3 of the Santa Monica Bay watershed and MS4 permittees.



Santa Monica Bay Watersheds  
Jurisdiction 2-3 Agencies

BUREAU OF SANITATION

|  |                                 |                 |                                       |                                      |  |
|--|---------------------------------|-----------------|---------------------------------------|--------------------------------------|--|
|  | ENRIQUE C. ZALDIVAR<br>DIRECTOR |                 | SHAHRAM KHARAGHANI<br>PROGRAM MANAGER |                                      |  |
|  | SMWV_J2&J3_Agencies             | DRAWN BY:<br>NH | CHECKED BY:                           | DATE:<br>05/01/2013<br>DATE REVISED: |  |



Attachment A.2. Open space in J2& J3 of the Santa Monica Bay watershed.



**Santa Monica Bay Watershed  
Open Space in Jurisdictions 2 and 3**

BUREAU OF SANITATION

|  |                                 |                 |                                       |                  |
|--|---------------------------------|-----------------|---------------------------------------|------------------|
|  | ENRIQUE C. ZALDIVAR<br>DIRECTOR |                 | SHAHRAM KHARAGHANI<br>PROGRAM MANAGER |                  |
|  | SMB_J2J3_OpenSpace              | DRAWN BY:<br>NH | CHECKED BY:                           | DATE<br>6/4/2013 |
|  |                                 |                 |                                       | DATE REVISED     |

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**Attachment A.3. Final Draft Memorandum of Understanding.**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES, THE CITY OF SANTA MONICA, THE CITY OF  
ELSEGUNDO, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND  
THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR  
DEVELOPMENT OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM  
FOR THE JURISDICTIONAL GROUPS 2 & 3 OF THE SANTA MONICA BAY  
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 Los Angeles County Flood Control District (LACFCD), a political subdivision of the State of California, the County of Los Angeles, a political subdivision of the State of California, the City of Santa Monica, a municipal corporation, and the City of El Segundo, a municipal corporation. 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 Jurisdiction Groups 2 and 3 in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for Jurisdiction Groups 2 and 3 of the Santa Monica Bay 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 this 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 Enhanced Watershed Management Program (“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 formula shown in Table (3) of Exhibit A; and

WHEREAS, the Parties have agreed that the total cost for developing the Plans shall not exceed \$1,050,000 including the project administration and management cost; 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 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: 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 Plan and the project administration and management costs at a percentage not to exceed 5% of the allocated costs for development of the Plan. 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 reimbursed 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 at the termination of this MOU or within 90 days 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) of 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, and informing administration, and/or governing body.
- 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 Table (3) of 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 48 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

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.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

## 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, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

## Section 12. General Provisions

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

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

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
GAIL FARBER

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**CITY OF SANTA MONICA**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rod Gould, City Manager

ATTEST:

By: \_\_\_\_\_  
Sarah P. Goran  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marsha Jones Moutrie,  
City Attorney

**CITY OF EL SEGUNDO**

\_\_\_\_\_  
Greg Carpenter  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

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

By: \_\_\_\_\_  
Karl H. Berger,  
Assistant City Attorney

## EXHIBIT A

Santa Monica Bay Watershed  
Jurisdictional Groups 2&3  
EWMP  
Funding Contributions

**Table 1. Consultant Contract Costs**

| Deliverable                                | Deliverable Due Date                                      | Cost                |
|--|---|---------------------|
| Work Plan                                  | June 28, 2014   | \$ 182,000          |
| CIMP                                       | June 28, 2014   | \$ 148,000          |
| EWMP Plan                                  | June 28, 2015 (draft plan)<br>April 28, 2016 (final plan) | \$ 436,000          |
| Project Management Coordination & Meetings | On going  | \$234,000           |
| <b>Contract Cost</b>                       | -   | <b>\$ 1,000,000</b> |

**Table 2. Total Cost**

| Item                                      | Cost               |
|---|--------------------|
| Consultant Contract                       | \$1,000,000        |
| Project Administration & Management (5%)* | \$50,000           |
| <b>Total Cost</b>                         | <b>\$1,050,000</b> |
| Flood Control District Contribution (10%) | -\$105,000         |
| <b>Cost for area cost sharing</b>         | <b>\$945,000</b>   |

**Table 3. Cost Allocation Formula for Area Cost Sharing**

| Party                 | Acres     | Percent of Area <sup>(1)</sup> | Total Cost       |
|-----------------------|-----------|--------------------------------|------------------|
| County of Los Angeles | 130.40    | <b>0.52%</b>                   | \$4,914          |
| City of Santa Monica  | 4,987.47  | <b>19.76%</b>                  | \$186,732        |
| City of El Segundo    | 1,185.63  | <b>4.70%</b>                   | \$44,415         |
| City of Los Angeles   | 18,934.64 | <b>75.02%</b>                  | \$708,939        |
| <b>Total</b>          | 25,238.14 | <b>100%</b>                    | <b>\$945,000</b> |

<sup>1</sup>Areas owned by Caltrans, State Parks, Chevron, and U.S. Government have been excluded from the total area of Jurisdictional Groups 2 and 3.

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

| <b>Invoice Date<sup>1</sup></b>         | <b>LACFCD Invoice</b> | <b>County of Los Angeles Invoice</b> | <b>City of Santa Monica Invoice</b> | <b>City of El Segundo Invoice</b> |
|---|-----------------------|--------------------------------------|-------------------------------------|-----------------------------------|
| January 2014                            | \$52,500              | \$2,457                              | \$93,366                            | \$22,208                          |
| July 2014                               | \$52,500              | \$2,457                              | \$93,366                            | \$23,208                          |
| <b>Total Invoice Amount<sup>1</sup></b> | <b>\$105,000</b>      | <b>\$4,914</b>                       | <b>\$186,732</b>                    | <b>\$44,415</b>                   |
| 10% Contingency                         | \$10,500              | \$491                                | \$18,673                            | \$4,442                           |
| <b>Total including 10% contingency</b>  | <b>\$115,500</b>      | <b>\$5,405</b>                       | <b>\$205,405</b>                    | <b>\$48,857</b>                   |

<sup>1</sup>Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

**EXHIBIT B**

Santa Monica Bay Watershed  
Jurisdictional Groups 2&3  
Responsible Agencies Representatives

1. 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](mailto:Shahram.Kharaghani@Lacity.org)  
Phone: (213) 485-0587  
Fax: (213) 485-3939

2. County of Los Angeles  
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](mailto:GHILDEB@dpw.lacounty.gov)  
Phone: (626) 458-4300  
Fax: (626) 457-1526

3. 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](mailto:GHILDEB@dpw.lacounty.gov)  
Phone: (626) 458-4300  
Fax: (626) 457-1526



4. City of Santa Monica  
Public Works Department  
Civil Engineering Division  
1437 4<sup>th</sup> Street, Suite 300  
Santa Monica, CA 90401

Rick Valte  
E-Mail: [rick.valte@smgov.net](mailto:rick.valte@smgov.net)  
Pjone: (310)458-8234  
Fax: (310) 393-4425

5. City of El Segundo  
Department of Public Works  
350 Main Street  
El Segundo, CA 90245-3813

Stephanie Katsouleas  
E-mail: [skatsouleas@elsegundo.org](mailto:skatsouleas@elsegundo.org)  
Phone: (310)524-2356  
Fax: (310)640-0489

Attachment A.4. Letters of Intent.

BOARD OF  
PUBLIC WORKS  
—  
COMMISSIONERS  
—  
GAYRI W. MADDOX  
PRESIDENT  
VALERIE LYNNE SHAW  
VICE PRESIDENT  
STEVEN T. NUTTER  
PRESIDENT PRO TEMPORE  
WARREN T. FURUTANI  
COMMISSIONER  
JFRE YN I ÔPÉZ.MFNDÓZA  
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, 15<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90015  
TEL: (213) 485-0587  
FAX: (213) 485-3939

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:

**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 SANTA MONICA BAY WATERSHED (JURISDICTIONAL GROUPS 2 AND 3)**

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 Jurisdictional Groups 2 and 3 (J2 and J3) of the Santa Monica Bay 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 J2 and J3 of the Santa Monica Bay Watershed Group consist 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 Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by the Santa Monica Bay J2 and J3 Watershed Groups 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.

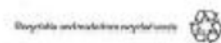
Should you have any questions regarding this correspondence, please contact me at [Shahram.Kharaghani@lacity.org](mailto:Shahram.Kharaghani@lacity.org) or phone (213) 485-0587 or your staff may contact Huub Cox at [Hubertus.Cox@lacity.org](mailto:Hubertus.Cox@lacity.org) or phone (213) 485-3984 or Hamid Tadayon at [Hamid.Tadayon@lacity.org](mailto:Hamid.Tadayon@lacity.org) or (213) 485-3841.

Sincerely,

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

SK:HC:HT  
WPDCR9042

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER



Sam Unger, Executive Officer  
City of Los Angeles Letter of Intent for J2 and J3 Santa Monica Bay Watershed  
June 27, 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  
Rick Valte, City of Santa Monica  
Stephanie Katsouleas, City of El Segundo



Office of the City Manager  
1685 Main Street  
PO Box 2200  
Santa Monica, California 90407-2200

June 17, 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 SANTA MONICA COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE JURISDICTIONAL GROUPS 2 AND 3 (J2 and J3) OF THE SANTA MONICA BAY WATERSHED**

Dear Mr. Unger;

The CITY OF SANTA MONICA 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 J2 and J3 of the Santa Monica Bay 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 J2 and J3 of the Santa Monica Bay 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 Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by J2 and J3 of the Santa Monica Bay Watershed Group has been included in the Notice of Intent and the CITY OF SANTA MONICA is committed to execute this agreement prior to December 28, 2013.

tel: 310 458-8301 • fax: 310 917-6640

Printed on 100% recycled paper

Should you have any questions regarding this correspondence, please contact Rick Valte at (310) 458-8234.

Sincerely,



ROD GOULD  
City Manager

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region  
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region  
Shahram Kharaghani, City of Los Angeles  
Gary Hildebrand, County of Los Angeles  
Rick Valte, City of Santa Monica  
Stephanie Katsouleas, City of El Segundo



# City of El Segundo

Public Works Department  
Stephanie Katsouleas, Director

June 5, 2013

**Elected Officials:**

*Bill Fisher,*  
Mayor  
*Carl Jacobson,*  
Mayor Pro Tem  
*Suzanne Fuentes,*  
Council Member  
*Devo Atkinson,*  
Council Member  
*Marie Follisauer,*  
Council Member  
*Tracy Weaver,*  
City Clerk  
*Crista Bixler,*  
City Treasurer

**Appointed Officials:**

*Greg Carpenter,*  
City Manager  
*Mark D. Honsley,*  
City Attorney

**Department Directors:**

*Deborah Cullen,*  
Financial/Human Resources  
*Karin Smith,*  
Fire Chief  
*Debra Brighton,*  
Library Services  
*Sam Lee,*  
Planning and  
Building Safety  
*Mich Tawara,*  
Police Chief  
*Stephanie Katsouleas,*  
Public Works  
*Robert Cummings,*  
Recreation & Parks

[www.elsegundo.org](http://www.elsegundo.org)

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

**THE CITY OF EL SEGUNDO'S COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE JURISDICTIONAL GROUPS 2 AND 3 (J2 and J3) OF THE SANTA MONICA BAY WATERSHED**

Dear Mr. Unger;

The City of El Segundo 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 J2 and J3 of the Santa Monica Bay watershed as outlined in the Notice of Intent. The NOI will be submitted by the City of Los Angeles to Regional Board 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 J2 and J3 watershed groups of the Santa Monica Bay watershed 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 Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by J2 and J3 groups of the Santa Monica Bay watershed is included in the Notice of Intent. The City of El Segundo is committed to executing this agreement prior to December 28, 2013.

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

Sincerely

Stephanie Katsouleas  
Director of Public Works

Cc: Greg Carpenter, City Manager

350 Main Street, El Segundo, California 90245-3813  
Phone (310)524-2300 Fax (310) 640-0489

Lifan Xu, Principal Civil Engineer  
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  
Gary Hildebrand, County of Los Angeles, Department of Public Works  
Rick Valte, City of Santa Monica



GAIL FARRER, 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 91802-1460IN 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  
SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUPS 2 AND 3  
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 Jurisdictional Groups 2 and 3 of the Santa Monica Bay 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 Santa Monica Bay Watershed Jurisdictional Groups 2 and 3 EWMP agencies consist of the following: 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 and Santa Monica. The Santa Monica Bay Watershed Jurisdictional Groups 2 and 3 EWMP agencies have included a final draft Memorandum of Understanding as Attachment A.3 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](mailto:ageorge@dpw.lacounty.gov).

Very truly yours,

  
GAIL FARBER  
Director of Public Works

RP:jht  
P:\wmpub\Secretarial\2013 Documents\Letter\LOI Santa Monica Bay J 2&3 County.doc\C13224

cc: City of El Segundo  
City of Los Angeles  
City of Santa Monica

Attachment A.5. Proposed Structural Project.

Penmar Water Quality Improvement Project

Project Description

This project is implemented in two phases.

Phase I consist of:

- A storm water diversion structure which taps into an 18 ft wide and 12 ft tall double box storm drain under Rose Ave.
- A pump station to lift and convey the storm water to a detention tank
- A 2.75 million gallon detention tank under the Penmar Park.
- Conveyance pipes and pumps to convey detained storm water to the sewer system for treatment at Hyperion Treatment Plant.

The dry weather storm water run off and first flush flow during the rain events is diverted into the detention tank at 11,000 gallon per minute for 4 hours where it is held for 72 hours prior to discharge into the sewer system.

Phase II includes of:

- An on site treatment system following the detention tank to disinfect and treat the harvested storm water to the required water quality standards for irrigation and reuse application
- An irrigation system to deliver the water to the City of Santa Monica near by Marin Park.



Project Location and Drainage Area

This project is located at Penmar Parks and recreation center, one mile from the beach at 1341 Lake Street within the Santa Monica Bay watershed. The Park features an attractive landscape with baseball diamonds tennis courts and children play area. The project captures dry and wet weather runoff from a drainage area of 1,500 acres from the City of Los Angeles, and the City of Santa Monica. The service area of the project is predominately light commercial, industrial, and high density single family land use.

Project Benefits

Project benefits include;

- Restoration of beneficial use of the Santa Monica Bay through bacteria removal from the run off
- Reduce incidents of Beach Closures
- Improve public health,
- Improve marine and aquatic habit
- Improve compliance with the Santa Monica Bay Bacteria TMDL

Schedule

Phase I – completed : Phase II – expected completion by Spring 2015

Project Funding

The estimated cost for design and construction of phase II is funded through Proposition “O”, the City of Santa Monica’s Clean Beach special tax, and the State’s Proposition 84.

Attachment A.6. LFDs along the J2 & J3 Shoreline.



## **PART B**

# **City of Los Angeles Area In J7**

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## B. Notice of Intent for EWMP and CIMP for City of Los Angeles Area in Santa Monica Bay Jurisdictional Group 7

### 1. Introduction

The City of Los Angeles has been a participating agency of Jurisdictional Group 7 (J7) of the Santa Monica Bay Watershed since the adoption of the Santa Monica Bay Beaches Bacteria TMDLs in 2003. However, for the purpose of developing the EWMP, the City of Los Angeles and the remaining MS4 permittees of this group have mutually agreed to develop separate programs. Therefore, the City of Los Angeles and the Los Angeles County Flood Control District (LACFCD) respectfully submit this Notification of Intent (NOI) to develop an EWMP for its area within J7 of the Santa Monica Bay watershed per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the City of Los Angeles' and the LACFCD's intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach. The City of Los Angeles will continue its collaboration with other Peninsula cities should there be opportunities during the development and implementation of EWMP and CIMP to ensure that the MS4 permit requirements are met most effectively.

Though geographically separated, J2 and J3 and J7 are located in the Santa Monica Bay Watershed Management Area and subject to the same water quality regulations. The approach that the City of Los Angeles and the LACFCD will follow for the development of the EWMP and CIMP for the City of Los Angeles' area in J7 will be the same as that outlined in Part A for J2 and J3. Accordingly, we are planning on the EWMP for the City of Los Angeles area in J7 being included as a separate chapter to the EWMP for J2 and J3. It should be emphasized that the other J2 & J3 EWMP Agencies (City of Santa Monica, County of Los Angeles, and City of El Segundo) are not responsible for the development of the EWMP and CIMP of the City of Los Angeles area in J7 or vice versa.

The following sections are intended to provide specific information related to the City of Los Angeles area in J7 of the Santa Monica Bay watershed. The remaining sections are similar to that of J2 & J3.

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

The City of Los Angeles and LACFCD notify the LARWQCB by this NOI of their intention to collaboratively develop an EWMP for the City of Los Angeles land area of J7 in the Santa Monica Bay Watershed, and will submit a Final Work Plan no later than 18 months after the effective date of the MS4 Permit (June 28, 2014) and a Draft EWMP Plan no later than 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the City of Los Angeles and LACFCD notify the LARWQCB by this NOI of their intention to collaboratively develop a CIMP for the City of Los Angeles land area of J7 in the Santa Monica Bay Watershed, and will submit a Draft CIMP no later than 18 months after the effective date of the MS4 Permit (June 28, 2014).

**3. Interim and final TDML compliance deadlines (Section VI.C.4.b.ii)**

Table B.1 lists the TMDLs that have been developed for the Santa Monica Bay watershed. The interim and final compliance deadline of the Santa Monica Bay Nearshore and Offshore TMDL and final compliance deadline of other TMDLs occurring prior to the anticipated approval date of EWMP (April 28, 2016) are included in Table B.2.

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

**Table B.1. TMDLs applicable to Santa Monica Bay watershed**

| TMDL  | LARWQCB Resolution Number | Effective Date and/or EPA Approval Date |
|---|---------------------------|---|
| Santa Monica Bay Beaches Dry Weather Bacteria TMDL (Summer and Winter Dry ) | 2002-004                  | 7/15/2003                               |
| Santa Monica Bay Beaches Wet Weather Bacteria TMDL                          | 2002-022                  | 7/15/2003                               |
| Santa Monica Bay Nearshore and Offshore Debris TMDL                         | R10-010                   | 03/20/2012                              |
| Santa Monica Bay DDTs and PCBs TMDL   | NA                        | 03/26/2012                              |

**Table B.2. Interim (debris) and final TMDL compliance deadlines prior to EWMP approval**

| TMDL  | Milestone  | Interim/Final | Deadline   |
|---|--|---------------|------------|
| Santa Monica Bay Beaches Dry Weather Bacteria TMDL  | Compliance with allowable exceedance days during summer dry period | Final         | 07/15/2006 |
|   | Compliance with allowable exceedance days during winter dry period | Final         | 07/15/2009 |
| Santa Monica Bay Nearshore and Offshore Debris TMDL | 20% reduction from baseline load                                   | Interim       | 03/20/2016 |

**4. Geographical scope (Section VI.C.4.b.iii.(1))**

J7 of the Santa Monica Bay watershed is comprised of the Cities of Rancho Palos Verdes, Palos Verdes Estate, Rolling Hills, and Rolling Hills Estate (collectively referred to as Peninsula Cities), and the City of Los Angeles. The City of Los Angeles area is approximately 976.61 acres, or 9.4% of the total area of J7 as shown in Attachment B.1. J7 has unique characteristics that differentiate it from other Santa Monica Bay Jurisdictional Groups. Many of the storm drains on Palos Verdes Peninsula have outfalls on steep bluffs that are up to hundred feet high; some of these outfalls are at rocky points locations without safe access to the shoreline.

The City of Los Angeles land area of J7 includes open space from the White Point Nature Preserve Wild Park featuring 102 acres of restored coastal sage scrub habitat, hiking and handicap accessible trails overlooking the ocean and Catalina Island. Currently, there are three active shoreline stations for bacteria monitoring within the City of Los Angeles area of J7 (SMB 7-6, SMB 7-8, and SMB 7-9), and one inactive station

(SMB 7-7), which is inaccessible and unsafe to enter due to a land slide in 2009 (Attachment B.2).

All drainage infrastructure operated and maintained by the LACFCD within the City of Los Angeles land area in J7 of the Santa Monica Bay Watershed Management Area will be covered under this EWMP.

**5. Plan concept (Section VI.C.4.b.iii.(2))**

The City of Los Angeles has pursued an integrated water resources approach to address urban runoff to take the most cost effective and efficient use of resources. The City of Los Angeles and LACFCD will evaluate the possibility of regional projects to maximize opportunities for retaining all non-stormwater runoff and stormwater from the 85<sup>th</sup> percentile, 24-hour storm event as described in the MS4 permit, as well as identifying additional watershed control measures for areas in the watershed that cannot be addressed by a regional project.

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

The City of Los Angeles and the LACFCD collaboratively prepared a scope of work and cost estimate for developing the EWMP Work Plan, the CIMP and the Final EWMP for the City of Los Angeles' area in J7 of the Santa Monica Bay Watershed. It is estimated that the cost for the Work Plan, the CIMP and the EWMP Plan development for is approximately \$50,000. Of that, 20% is allocated for the CIP, and 80% for EWMP. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans.

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

Attachment B.3 includes the final draft of the Memorandum of Understanding (MOU) between the City of Los Angeles and the LACFCD. Both agencies have committed to the execution of the MOU as indicated by the signed letters of intent (Attachment B.4). The MOU shall be executed no later than December 28, 2013.

**8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))**

Table B.4 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development, which is based on the scope of work for developing the Work Plan, CIMP, and EWMP as agreed to by the City of Los Angeles and the LACFCD. In addition to the monthly agency coordination meetings and coordination meetings with the Technical Advisory Committee, the schedule in Table B.4 assumes one workshop with local watershed stakeholders for each plan. Interim milestones in Table B.4 are the expected due dates of draft Technical Memoranda that will summarize the information and approaches for development of the specified components of the Work Plan, CIMP, and EWMP Plan. 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 Work Plan, CIMP, and EWMP Plan.



**Table B.4. Proposed interim milestones and deadlines for plan development**

| Deliverable  | Milestones and Deadlines |
|--|--------------------------|
| <b>Work Plan</b>   |                          |
| 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>                                      | March 2014               |
| Draft Work Plan  | April 2014               |
| Final Work Plan submitted to the LARWQCB   | June 2014                |
| <b>Coordinated Integrated Monitoring Program</b>   |                          |
| 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               |
| Draft CIMP   | April 2014               |
| Final Draft CIMP submitted to the LARWQCB  | June 2014                |
| <b>Enhanced Watershed Management Program</b>   |                          |
| Draft Technical memos <ul style="list-style-type: none"> <li>• Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs</li> <li>• Final selection of regional projects</li> <li>• Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs</li> <li>• Project schedules and cost estimates</li> </ul> | 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))**

The City of Los Angeles is committed to retrofit 50 catch basins within the City owned portion of J7 before June of 2015. This will provide for over 20% trash reduction in compliance with the Santa Monica Bay Nearshore and Offshore Debris TMDL.

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

Table B.5 summarizes the status of Low Impact Development (LID) ordinances by the City of Los Angeles and LACFCD. As presented in Table B.5, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by an LID ordinance that is in place.

**Table B.5. Summary of percent EWMP area addressed by LID ordinances**

| EWMP agency                                     | Status LID ordinance | % EWMP area addressed by LID ordinance |
|---|----------------------|--|
| City of Los Angeles                             | In place             | 100%                                   |
| LACFCD  | N/A                  | N/A                                    |
| <b>Total EWMP Area covered by LID Ordinance</b> |                      | <b>100%</b>                            |

In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed. For the City of Los Angeles: its LID Ordinance became operative on May 12, 2012. The City of Los Angeles 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.

**11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))**

Table B.6 summarizes the status of green street policies by the City of Los Angeles and the LACFCD. As presented in Table B.6, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by green streets policies that are in place.

**Table B. 6. Summary of percent EWMP area addressed by Green Street Policies**

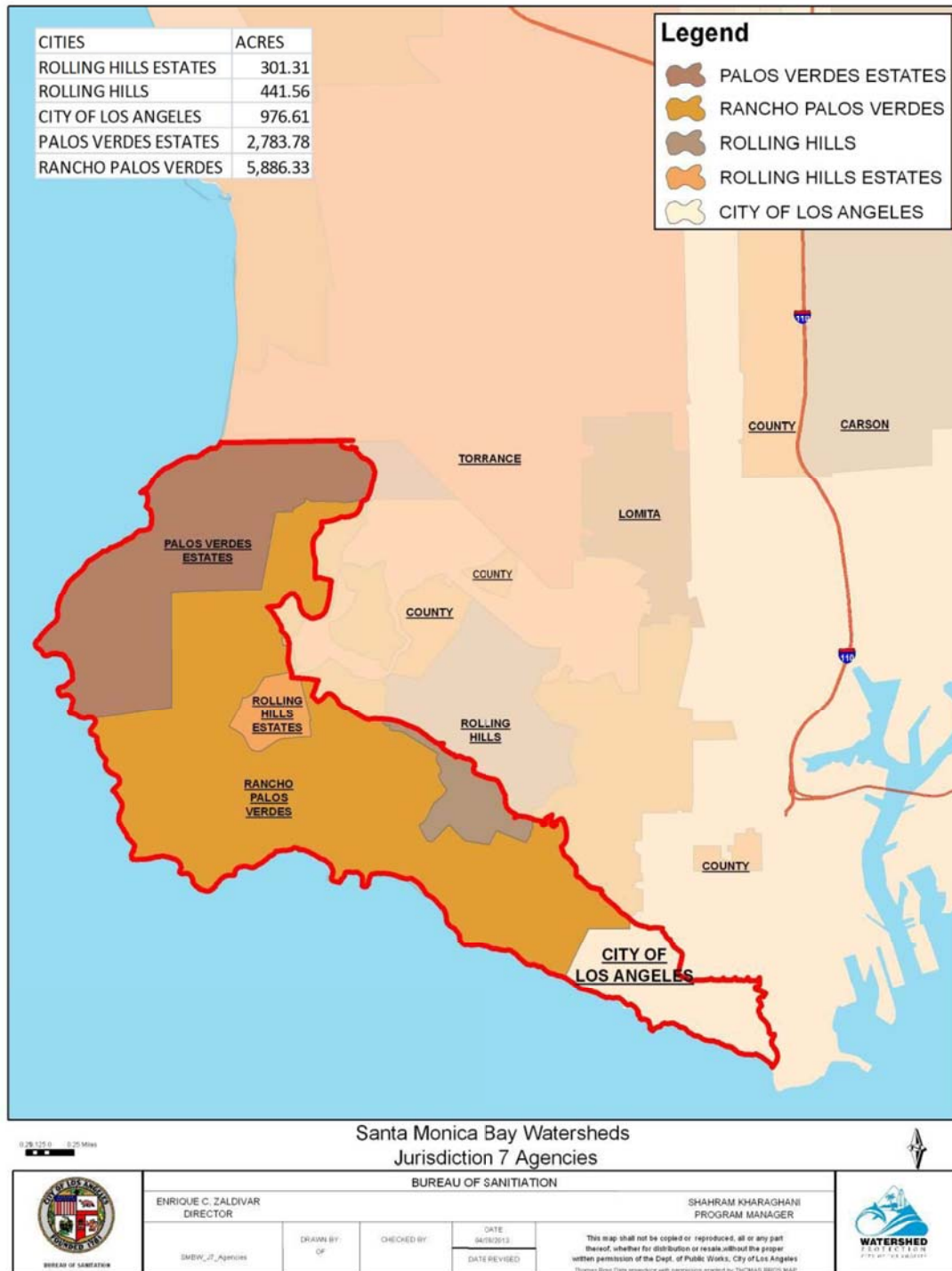
| EWMP agency                                     | Status of Green Street Policy | % EWMP area addressed by Green Street Policy |
|---|-------------------------------|--|
| City of Los Angeles                             | In place                      | 100%   |
| LACFCD  | N/A                           | N/A  |
| <b>Total EWMP Area covered by LID Ordinance</b> |                               | <b>100%</b>                                  |

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.

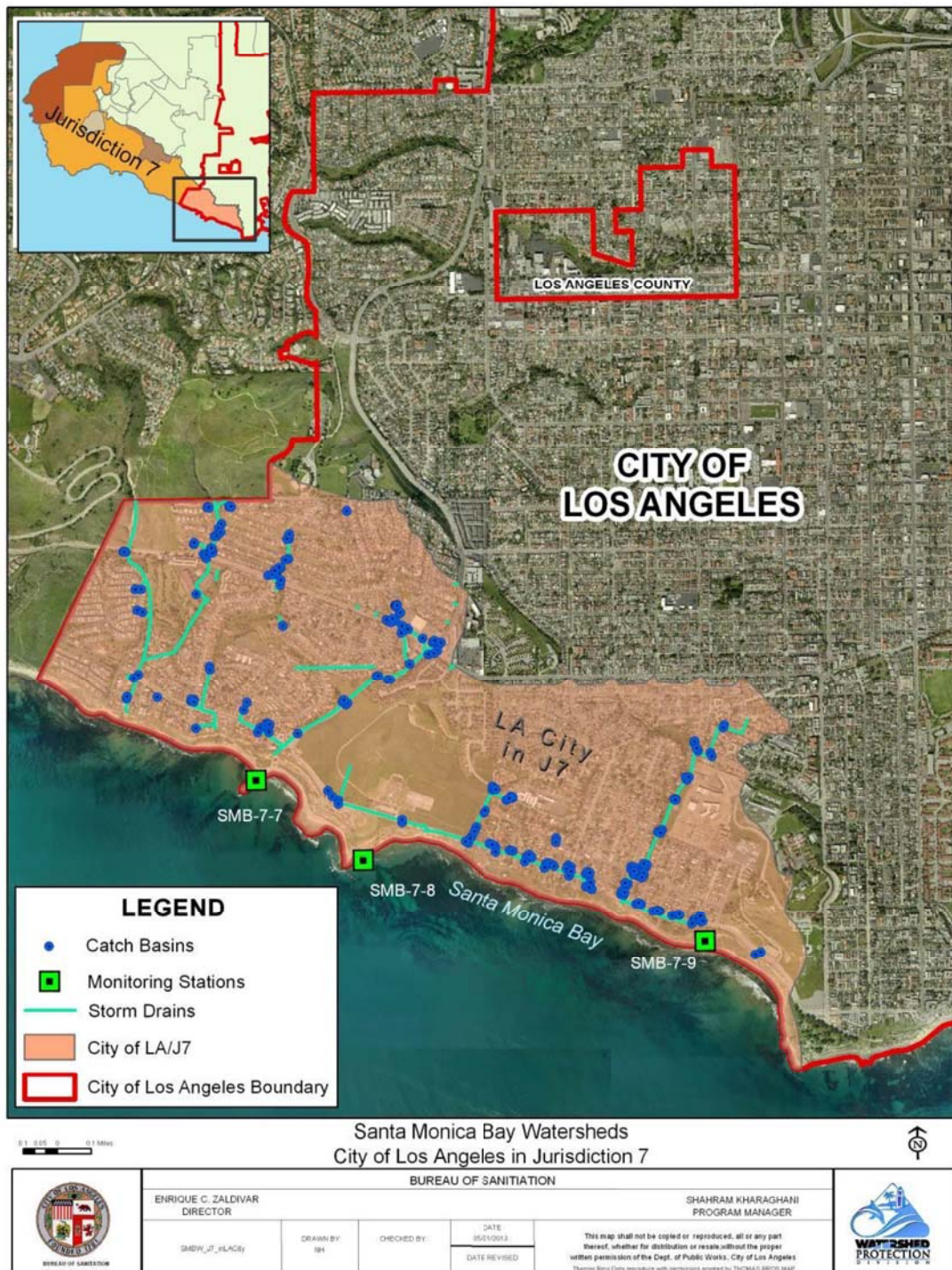
**12. Implementation of watershed control measures during plan development (Sections VI.C.4.b.ii)**

The City of Los Angeles has implemented an extensive program of institutional measures (street sweeping, catch basin cleaning, public education, etc.) for pollution source control that supports reduction of bacteria discharges from the City of Los Angeles land area in J7 of the Santa Monica Bay watershed. In addition, the City will retrofit 50 catch basins with screens and/or inserts within its area to satisfy the 20% compliance milestone of the Santa Monica Bay Nearshore and Offshore Debris TMDL by March 2016.

**Attachment B.1. The City of Los Angeles land area within J7 of the Santa Monica Bay Watershed.**



Attachment B.2. The City of Los Angeles detailed land area within J7 of the Santa Monica Bay Watershed.



**Attachment B.3. Final Draft Memorandum of Understanding.**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR  
DEVELOPMENT OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM  
FOR THE CITY OF LOS ANGELES AREA OF JURISDICTION GROUP 7 OF THE  
SANTA MONICA BAY 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, and the Los Angeles County Flood Control District (LACFCD), 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 Jurisdiction Groups 7 in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for the City of Los Angeles area within Jurisdictional Group 7 of the Santa Monica Bay Watershed Management Area (CLA in J7) to comply with certain elements of the MS4 Permit; and

WHEREAS, for the purpose of developing the Enhanced Watershed Management Programs, the City of Los Angeles and the other MS4 permittees of the Jurisdictional Group 7 of the Santa Monica Bay Watershed, (Except for the Los Angeles County Flood Control District), have mutually agreed to develop separate programs

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

WHEREAS, the 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 Enhanced Watershed Management Program Plan (“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 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 \$52,500 including the project administration and management cost; 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 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: 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 LACFCD 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 LACFCD in two installments upon execution of this MOU as shown in Table (4) of Exhibit A, based on the allocated costs for developing the Plan and the project administration and management costs at a percentage not to exceed 5% of the allocated costs for development of the Plan. At the end of each fiscal year, the City of Los Angeles will provide the LACFCD with a statement with the actual expenditures. Unexpended funds at the termination of this MOU will be reimbursed to the LACFCD 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 at the termination of this MOU or within 90 days 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) of 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, and informing administration, and/or governing body.

- 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 Table (3) of 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

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.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

## 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, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

## Section 12. General Provisions

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

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

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

## EXHIBIT A

Santa Monica Bay Watershed  
Jurisdictional Groups 2&3  
EWMP  
Funding Contributions

**Table 1. Consultant Contract Costs**

| Deliverable                                   | Deliverable Due Date                                      | Cost             |
|---|---|------------------|
| Work Plan                                     | June 28, 2014   | \$ 9000          |
| CIMP  | June 28, 2014   | \$ 7,500         |
| EWMP Plan                                     | June 28, 2015 (draft plan)<br>April 28, 2016 (final plan) | \$ 22,000        |
| Project Management Coordination<br>& Meetings | On going  | \$11,500         |
| <b>Contract Cost</b>                          | -   | <b>\$ 50,000</b> |

**Table 2. Total Cost**

| Item                                      | Cost            |
|---|-----------------|
| Consultant Contract                       | \$50,000        |
| Project Administration & Management (5%)* | \$2,500         |
| <b>Total Cost</b>                         | <b>\$52,500</b> |
| Flood Control District Contribution (10%) | -\$5,250        |
| <b>Cost for area cost sharing</b>         | <b>\$47,250</b> |

**Table 3. Cost Allocation Formula for Area Cost Sharing**

| Party               | Acres | Percent of Area <sup>(1)</sup> | Total Cost      |
|---------------------|-------|--------------------------------|-----------------|
| City of Los Angeles |       | <b>100%</b>                    | \$47,250        |
| <b>Total</b>        |       | <b>100%</b>                    | <b>\$47,250</b> |

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

| Invoice Date <sup>1</sup>               | LACFCD Invoice |
|---|----------------|
| January 2014                            | \$2,625        |
| July 2014                               | \$2,625        |
| <b>Total Invoice Amount<sup>1</sup></b> | <b>\$5,250</b> |
| 10% Contingency                         | \$525          |
| <b>Total including 10% contingency</b>  | <b>\$5,775</b> |

<sup>1</sup>Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

**EXHIBIT B**

Santa Monica Bay Watershed  
Jurisdictional Groups 2&3  
Responsible Agencies Representatives

1. 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](mailto:Shahram.Kharaghani@Lacity.org)  
Phone: (213) 485-0587  
Fax: (213) 485-3939

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](mailto:GHILDEB@dpw.lacounty.gov)  
Phone: (626) 458-4300  
Fax: (626) 457-1526

Attachment B.4. Letter 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  
JERLYN 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, 10<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90015  
TEL: (213) 485-0587  
FAX: (213) 485-3339

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 CITY AREA IN JURISDICTIONAL GROUP 7 OF THE SANTA MONICA BAY 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 City area in Jurisdiction 7 of the Santa Monica Bay Watershed and all drainage infrastructure owned and maintained by the Los Angeles County Flood Control District (LACFCD) within this area, 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 City of Los Angeles (lead agency for EWMP and CIMP development) and LACFCD are the MS4 permittees for this EWMP and CIMP. The final draft agreement to fund program development by the City of Los Angeles and LACFCD for this watershed 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](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 or Hamid Tadayon at [Hamid.Tadayon@lacity.org](mailto:Hamid.Tadayon@lacity.org) or (213) 485-3841.

Sincerely,

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

SK:HC:HT  
WPDCR9043

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER





Sam Unger, Executive Officer  
City of Los Angeles Letter of Intent for J7 Santa Monica Bay 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



GAIL FARBER, Director

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

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

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

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

IN REPLY PLEASE  
REFER TO FILE: WM-7

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUP 7 WITHIN THE  
CITY OF LOS ANGELES  
ENHANCED WATERSHED MANAGEMENT PROGRAM  
AND COORDINATED INTEGRATED MONITORING PROGRAM**

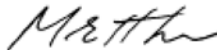
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for the Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles. 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 Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development and LACFCD. The Santa Monica Bay Watershed Jurisdictional Group 7 within the City of Los Angeles has included a final draft Memorandum of Understanding as Attachment B.3. 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](mailto:tgrant@dpw.lacounty.gov).

Very truly yours,



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

RP:jht  
F:\wmpubl\Secretarial\2013 Documents\Letter\LOI SMB J7 LACFCD.doc\C13234

cc: City of Los Angeles