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December 16, 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 REVISED 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**

This is in response to your letter dated November 26, 2013 regarding your review of the Notice of Intent (NOI) for the Enhanced Watershed Management Program for the City of Los Angeles and other permittees of the Santa Monica Bay Jurisdictional Groups 2 and 3 (J2 and J3), and the City of Los Angeles land area in Jurisdictional Group 7. Pursuant to your request for additional information, the City of Los Angeles is providing the attached revision of the NOI for Jurisdictional Groups 2 and 3 with the following modifications:

- The City will develop a stand-alone WMP for Jurisdictional Group 7. Accordingly, the attached revised NOI specifically addresses EWMP development for Jurisdictional Groups 2 and 3. The revised NOI for the City of Los Angeles Land Area in Jurisdictional Group 7 for WMP development will be submitted to the RWQCB in a separate communication.
- Identification of the City of El Segundo watershed control measures to be implemented during the development of the EWMP for Jurisdictional Groups 2 and 3.
- Attachment 1 has been updated to reflect that the El Segundo Chevron Refinery and the El Segundo Generation Station do not extend to the coastline. However, the geographical scope for Jurisdictional Groups 2 and 3 remains unchanged because: a) both the El Segundo Chevron Refinery and the El Segundo Generation Station have their own NPDES permit and outfalls that regulates their storm water discharge; b) the open beach located west of these facilities is a non-point source area not to be addressed by the MS4 permit and EWMP.



Mr. Sam Unger
Los Angeles Regional Water Quality Control Board
December 16, 2013
Page 2 of 2

- Additional information regarding the anticipated water quality improvements of the Penmar Phase II project.

We hope that the revised NOI satisfies the requirements of RWQCB's review and we look forward to continuing the process of EWMP development for Jurisdictional Groups 2 and 3. Should you have any questions about this submittal, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984 or Hamid Tadayon at Hamid.Tadayon@lacity.org or phone (213) 485-3841.

Sincerely



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

SK:HC:ht
WPDCR9089

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)

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

December 17, 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.

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 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 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 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 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 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 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. Similarly, the El Segundo Generation Station located west of the El Segundo Chevron Refinery is responsible for compliance with its own NPDES permit. This permit regulates storm water and wastewater discharges from two outfalls from the El Segundo Generation Station to the Pacific Ocean. Since stormwater runoff discharges are negligible according to the permit and there are no discharges from the facility to the MS4, the El Segundo Generation Station has been excluded from the geographical scope of this EWMP as well.

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 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
Area of EWMP agencies		25,238.14	100%
Caltrans	No	241.40	
Chevron	No	995.36	
State of California	No	7,885.12	
US Government	No	2.50	
Total area of J2&J3 of Santa Monica Bay watershed		34,362.52	

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.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 85th 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 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 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 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 4 assumes one workshop with local watershed stakeholders for each plan. Interim milestones in Table 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 4. Proposed interim milestones and deadlines for plan development

Deliverable	Milestones and Deadlines
Work Plan	
Draft Technical memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	March 2014
Draft Work Plan	April 2014
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Program	
Draft Technical memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Draft CIMP	April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
Enhanced Watershed Management Program	
Draft Technical memos <ul style="list-style-type: none"> • Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs • Final selection of regional projects • Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs • Project schedules and cost estimates 	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. Phase II entails the incorporation of the reuse component of the project offering additional water quality benefits as well as multi regional benefits. By installing the reuse option, the overall project capacity will increase, thereby also increasing the volume of urban runoff that can be retained by the project for use as an alternative source of water to potable water for landscape irrigation. Phase II of the Penmar project is expected to supply approximately 34.7 million gallons of treated water per year for irrigation of Penmar Golf Course and the Penmar Park & Recreation Center in the City of Los Angeles and the Marine Park in the City of Santa Monica. Replacing this volume of potable water with treated storm water produced in Phase II provides 34.7 million gallons per year increase to annual runoff diversion capacity of Phase I, resulting in a significant pollutant load reduction into the Santa Monica Bay. This project is jointly implemented by the Cities of Los Angeles and Santa Monica, and 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 5.

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

Table 5 summarizes the status of Low Impact Development (LID) ordinances by the J2 & J3 EWMP Agencies. As presented in Table 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 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
Total EWMP Area covered by LID Ordinance		95.30

- 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 6 summarizes the status of green street policies by the various J2 & J3 EWMP Agencies. As presented in Table 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 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
Total EWMP Area covered by LID Ordinance		95.30

- 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)

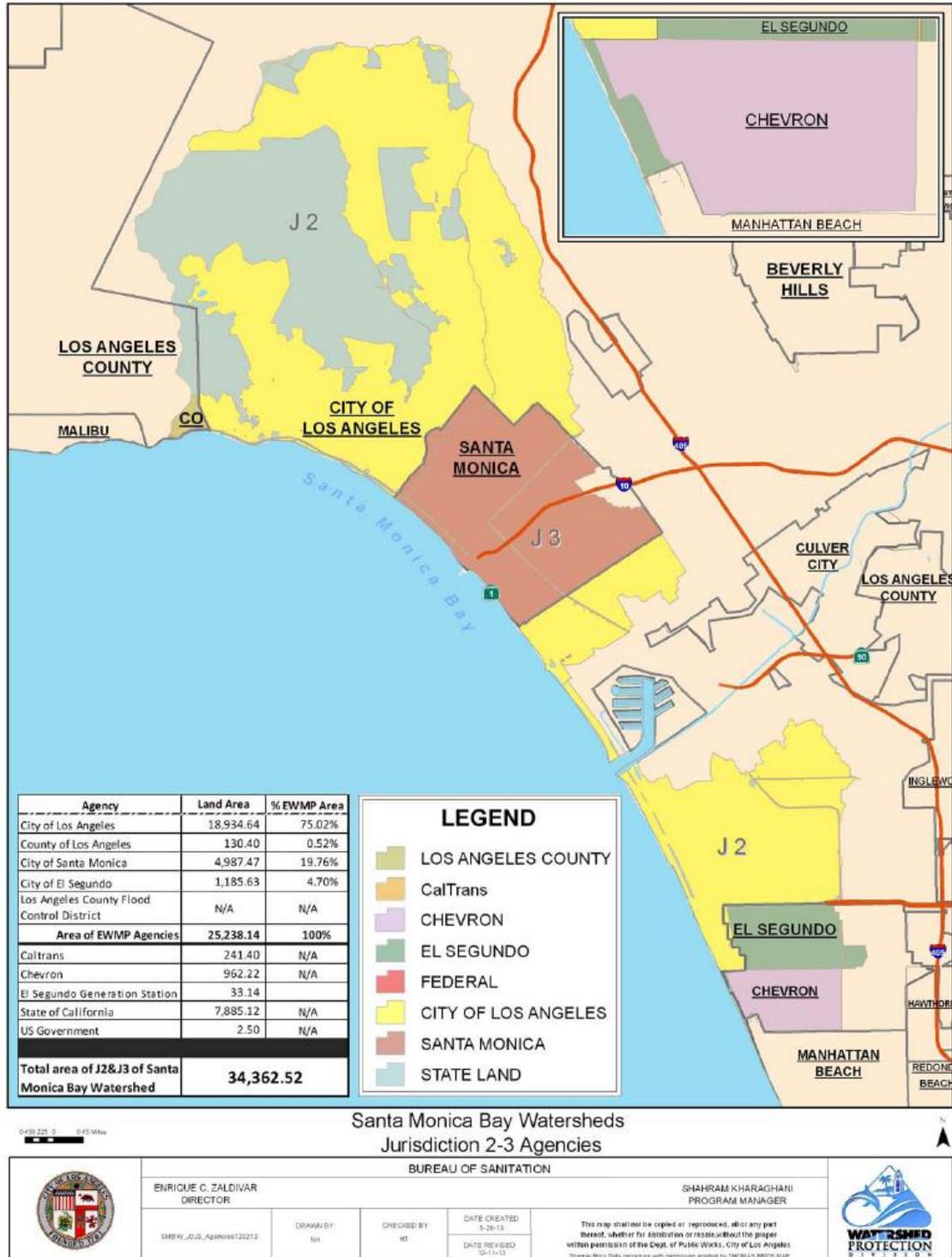
The J2 & J3EWMP Agencies have been collaborating since the development and adoption of the Santa Monica Bay Bacteria TMDLs by the LARWQCB to achieve the water quality objectives. In June 2005, the J2 & J3 EWMP Agencies submitted a comprehensive implementation plan to the LARWQCB, which included structural and institutional mitigation measures to meet the Bacteria TMDL requirements for dry and wet weather. Table 7 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.

Table 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, City of El Segundo, 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. 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. 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
	City of El Segundo	By March 2016 will retrofit 40 Catch Basins to achieve 20% trash reduction. By June 2014 will submit Trash Monitoring and Reporting Plan (TMRP),

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



Attachment 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 DIRECTOR		SHAHRAM KHARAGHANI PROGRAM MANAGER	
	SMB_J2J3_OpenSpace	DRAWN BY: NH	CHECKED BY:	DATE 6/4/2013
			DATE REVISED	This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP

Attachment 3.FinalDraftMemorandum 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
CountyCounsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
CountyCounsel

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) April 28, 2016 (final plan)	\$ 436,000
Project Management Coordination & Meetings	On going	\$234,000
Contract Cost	-	\$ 1,000,000

Table 2. Total Cost

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

Table 3. Cost Allocation Formula for Area Cost Sharing

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

¹Areas 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

Invoice Date¹	LACFCD Invoice	County of Los Angeles Invoice	City of Santa Monica Invoice	City of El Segundo Invoice
January 2014	\$52,500	\$2,457	\$93,366	\$22,208
July 2014	\$52,500	\$2,457	\$93,366	\$23,208
Total Invoice Amount¹	\$105,000	\$4,914	\$186,732	\$44,415
10% Contingency	\$10,500	\$491	\$18,673	\$4,442
Total including 10% contingency	\$115,500	\$5,405	\$205,405	\$48,857

¹Contingency 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
Phone: (213) 485-0587
Fax: (213) 485-3939

2. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA91803-1331

Gary Hildebrand
E-mail: 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, 11th Floor
900 South Fremont Avenue
Alhambra, CA91803-1331

Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

4. City of Santa Monica
Public Works Department
Civil Engineering Division
1437 4th Street, Suite 300
Santa Monica, CA90401

Rick Valte
E-Mail: 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, CA90245-3813

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

Attachment 4. Letters of Intent.

BOARD OF
PUBLIC WORKS
—
COMMISSIONERS
—
GARRY W. MADDOX
PRESIDENT
VALERIE LYNNE SHAW
VICE PRESIDENT
STEVEN T. NUTTER
PRESIDENT PRO TEMPORE
WARREN T. FURUTANI
COMMISSIONER
JFRE YN I ÖPEZ.MFNDOZA
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, 15TH 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.

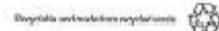
Should you have any questions regarding this correspondence, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984 or Hamid Tadayon at Hamid.Tadayon@lacity.org or (213) 485-3841.

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 Ilagekhalil, 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 Green PDF 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
Dave Atkinson,
Council Member
Mark Foltz,
Council Member
Tracy Wilson,
City Clerk
Crista Blundell,
City Treasurer

Appointed Officials:

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

Department Directors:

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

www.elsegundo.org

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

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 via email to skatsouleas@elsegundo.org, or Lifan Xu, of my staff, at (310)524-2368 or via email to lxu@elsegundo.org.

Sincerely

Stephanie Katsouleas
Director of Public Works

Cc: Greg Carpenter, City Manager

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 FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

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

June 24, 2013

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
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.

Very truly yours,


GAIL FARBER
Director of Public Works

RP:jht
P:\wmpubl\Secretarial\2013 Documents\Letter\LOI Santa Monica Bay J 2&3 County.doc\13224

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



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

June 24, 2013

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

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

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
SANTA MONICA BAY WATERSHED JURISDICTIONAL GROUPS 2 AND 3
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 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 of Los Angeles, LACFCD, and cities of El Segundo and Santa Monica. The Santa Monica Bay Watershed Jurisdictional Groups 2 and 3 agencies have included a final draft Memorandum of Understanding as Attachment A.3 of the Notice of Intent. The LACFCD intends to submit a final Memorandum of Understanding to the County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

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

Very truly yours,



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

RP:jht

P:\wmpubl\Secretarial\2013 Documents\Letter\LOI Santa Monica Bay J 2&3 LACFCD.doc\C13237

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

Attachment 5. Proposed Structural 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 PenmarPark.
- 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:

- 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 Marine Park in the City of Santa Monica.



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

Phase I of the project eliminates dry weather runoff and greatly reduces storm water runoff from the tributary drainage area due to the

project's sewer diversion and its 2.75 million gallon tank storage capacity. This overall reduction of urban runoff discharges to the Santa Monica Bay provides for:

- Restoration of beneficial use of the Santa Monica Bay
- Reduction of Beach Closures incidents
- Improved public health,
- Improved marine and aquatic habit

- Improved compliance with the Santa Monica Bay Bacteria TMDL

Phase II of the project offers multiple regional benefits. Treatment and use of the runoff increases the volume of urban runoff retained and provides an alternate source of water, subsequently reducing the use of valuable potable water. Phase II of the Penmar project is expected to supply approximately 34.7 million gallons of treated water per year for irrigation of Penmar Golf Course and the Penmar Park & Recreation Center in the City of Los Angeles and the Marine Park in the City of Santa Monica. Replacing this volume of potable water with treated storm water produced in Phase II provides for:

- 37.4 million gallon increase to annual runoff diversion capacity of Phase I
- Preservation of 34.7 million gallons of potable water for other essential domestic uses
- Reduced potential for potable water shortage
- Contribution to the benefits listed for Phase I

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 and Ocean Parcel Tax, and the State’s Proposition 84.

Attachment 6. LFDs along the J2 & J3 Shoreline.

