COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

March 10, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION:
AUTHORIZE THE APPROVAL OF WATER PRODUCTION AGREEMENT
TO CONTINUE THE DISCHARGE OF TREATED WATER
INTO THE WHITTIER NARROWS RECREATION AREA'S LEGG LAKE
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

The Department of Parks and Recreation is requesting the approval of the Board of Supervisors to authorize the Director of the Department of Parks and Recreation to approve and sign a long term agreement with the United States Environmental Protection Agency and Main San Gabriel Basin Watermaster to continue discharging treated water into Whittier Narrows Recreation Area's Legg Lake.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions exempt from the California Environmental Quality Act for the reasons cited herein.

2. Authorize the Director of Parks and Recreation to approve and sign a long term agreement with Main San Gabriel Basin Watermaster and United States Environmental Protection Agency, effective April 1, 2009, through August 31, 2013, to continue discharging of treated water into Legg Lake.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed actions will allow the Director of the Department of Parks and Recreation (Department) to execute the attached five year agreement, with the Environmental Protection Agency (EPA) and the Main San Gabriel Watermaster (Watermaster), to continue to accept treated water into Whittier Narrows Recreation Area's Legg Lake from EPA, Whittier Narrows Operable Unit.

Since 2002, the Department has executed an agreement to accept 2,200 – 2,400 acre feet of treated water into Whittier Narrows Recreation Area's Legg Lake from EPA's Whittier Narrows Operable Unit (WNOU) on annual basis. The WNOU is a state of the art ground water contamination treatment facility, which extracts and cleans contaminants from ground water. The EPA and the Watermaster are now proposing a long term agreement which will replace the yearly executed agreement and will be valid until June 30, 2013 (Attachment I).

Implementation of Strategic Goals

The proposed recommendations support County Strategic Plan Goals of Children and Families' Well-Being (Goal 5), and Community Services (Goal 6), by improving the service and quality of life for residents in this community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Operating Budget Impact

There will be no impact on the operating budget as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The EPA has been discharging treated water into Whittier Narrows Recreation Area's Legg Lake. The Department agreed to receive up to 1,300 acre feet of treated water from the WNOU per year. After treatment, the acre footage will be deposited on an as needed basis, in order to maintain required levels at Legg Lake. The EPA will be required to report the acre footage deposited into Legg Lake to the Department at the first of each month. The Department will then forward the report to the Watermaster.

ENVIRONMENTAL DOCUMENTATION

The proposed action is categorically exempt from California Environmental Quality Act (CEQA) according to Section 153013 and of the State CEQA Guidelines and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the action provides for operation of existing facilities involving no expansion of use beyond that previously existing.

Whittier Narrows Recreation Area (WNRA) is a federal facility under the jurisdiction of the United States Army Corps of Engineers (USACOE) and is operated and maintained by the County of Los Angeles Department of Parks and Recreation. As a federal facility, all projects at WNRA must comply with the National Environmental Policy Act (NEPA). The USACOE has determined that the project is in compliance with NEPA as Categorical Exclusion in accordance with 40 CFR 1508.4 and 33d CFR 230.9 and that the project, when considered individually and cumulatively, does not have significant effects on the quality of the human environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to the Department of Parks and Recreation for distribution.

Respectfully submitted,

RUSS GUINEY
Director

RG:JW:DM
RM:EM:rv

Attachments

c: County Counsel

BL_Whittier Narrows Recreation Area Legg Lake_Final

PROJECT DESCRIPTION

Extraction, Treatment, and Discharge of Shallow Groundwater
Whittier Narrows Operable Unit
U.S. Environmental Protection Agency, Region IX

This project description addresses a portion of the U.S. Environmental Protection Agency's (EPA's) remedial action in the Whittier Narrows Operable Unit of the San Gabriel Valley Superfund Sites in Los Angeles County, California.

EPA's overall remedial action includes containment of contaminated groundwater north of Whittier Narrows Dam using intermediate-zone and shallow-zone extraction wells near San Gabriel Boulevard, Rosemead Boulevard, and Siphon Road. The extracted groundwater is piped to a centralized treatment plant for treatment using liquid-phase carbon treatment. The treated intermediate zone water is permitted for potable, drinking-water use by the City of Whittier. The shallow-zone water, which is the subject of this project description, is not permitted for municipal use and will be discharged to local surface water bodies following appropriate treatment.

Background

EPA's objective for the Whittier Narrows Operable Unit is to protect groundwater resources in Whittier Narrows and the Montebello Forebay portion of the Central Basin from VOC contamination emanating from the San Gabriel Valley. EPA intends to control VOC migration in the Whittier Narrows area of the San Gabriel Valley to prevent further impacts to Whittier Narrows and Montebello Forebay production wells.

EPA completed construction of the shallow and intermediate zone remedy in March 2002. Between May 2002 and September 2003, interim operations were implemented, including extraction from selected extraction wells, treatment, and discharge to surface-water. In September 2003, California Department of Public Health (DPH, formerly DHS) issued a drinking water permit allowing the City of Whittier to operate the treatment system and use the intermediate-zone extraction wells as part of their drinking water supply. In October 2003, the final connection to the City of Whittier's system was completed.

The detection of NDMA in shallow-zone extraction well EW4-3 delayed the process for getting the shallow-zone extraction wells in Whittier Narrows permitted for potable use. Subsequent data collection has confirmed that the shallow wells, particularly those in the western portion of the OU EW4-3 and EW4-8, are under the influence of surface water. This finding led EPA to the conclusion that it is unlikely the shallow wells will ever be permitted for potable use. If either water quality conditions or upgradient surface water discharges in Whittier Narrows change, EPA will reassess potential potable use of the shallow groundwater.

Project Description – Shallow-Zone Extraction, Treatment, and Discharge

EPA's shallow zone project incorporates four primary components: shallow-zone groundwater extraction, treatment, conveyance, and monitoring. EPA expects the

project to operate for approximately 5 years in accordance with the following description.

EPA installed 4 shallow extraction wells (less than 120 feet deep) along a line from just northwest of the intersection of Rosemead and San Gabriel Boulevards, extending southeast down Siphon Road for over 2,500 feet. To provide full containment of the shallow contamination, continuous pumping of up to 5,000 gpm was originally anticipated. However, based on observed contamination patterns over the last several years, it now appears that a lower pumping rate may provide adequate control of the shallow contamination. EPA will be further evaluating the long-term shallow pumping rates required for containment. However, until a revised extraction scenario is developed, the interim, continuous extraction rate will be approximately 2,500 gpm (4,000 acre-feet per year).

At the Whittier Narrows treatment plant, six pairs of two-stage liquid-phase carbon adsorption (LGAC) vessels are designated for treating the shallow groundwater. These six pairs are physically separated from the treatment system that will be used by the City of Whittier to treat the intermediate-zone groundwater for potable use.

The shallow-zone treated water will be piped to Legg Lakes for discharge. Legg Lakes is a series of three lakes with interconnecting channels. The middle lake has a discharge weir that empties into Mission Creek. EPA currently has a 12-inch diameter discharge line into the southernmost lake of Legg Lakes. As part of this shallow zone discharge project, a second pipeline will be constructed from the treatment plant to the Los Angeles County Department of Parks and Recreation's irrigation system, likely in the vicinity of County Well No. 1 (located just off Durfee Road, northeast of the EPA treatment plant). This second pipeline connecting to the County's system would allow treated water to be discharged to both the uppermost (northern) and lowermost (southern) of the three Legg Lakes. Discharge of treated water to both the upper and lower lakes will eliminate the need for the County to provide groundwater from their wells to Legg Lakes.

It is EPA Region 9 policy that any water supply agency that receives for beneficial use treated water from an EPA-funded Superfund project should share reasonably in the costs of the project in relation to the value of the water received. Accordingly, Los Angeles County Department of Parks and Recreation will provide in-kind services to support the EPA Whittier Narrows OU project. These may include assisting EPA with installation of the new pipeline required for discharge to the County's irrigation system and operation and maintenance of the portion of the County's system that is used to convey water to Legg Lakes.

Los Angeles County Department of Parks and Recreation will account for a portion of EPA's Legg Lakes discharge (up to 108 acre-feet per month or 1,300 acre-feet per year) as if it were there own pumping against their existing water rights. However, EPA's continuous discharge of treated shallow-zone water at an initial rate of approximately 2,500 gpm (about 4,000 acre-feet/year) is considerably more than the County currently delivers to Legg Lakes to keep the lakes full. Although long-term historical records are not available for the County's discharge to Legg Lakes, available data indicate that it has likely been in the 1,000 to 1,500 acre-feet/year range. The excess shallow water discharged to the lakes will overflow from the lakes and into Mission Creek. All water discharged from the lakes to Mission Creek is expected to

infiltrate in the creek channel within the San Gabriel Basin, prior to reaching San Gabriel Boulevard. If sufficient percolation does not occur to conserve all water within the San Gabriel Basin, EPA's shallow-zone pumping rates will be reduced.

EPA will have City of Whittier operations staff monitor Mission Creek just north of San Gabriel Boulevard weekly to ensure that no water is exiting the basin. In recent years, water has only been present in Mission Creek at San Gabriel Boulevard during periods of significant rainfall in the Whittier Narrows area. Any time that water is observed in Mission Creek at San Gabriel Boulevard, EPA will immediately stop the discharge to Legg Lakes until such a time that Mission Creek has sufficient infiltration capacity to ensure that the overflow from Legg Lakes infiltrates within the San Gabriel Basin.

During implementation of the shallow extraction, treatment and discharge project, EPA will conduct groundwater monitoring in Whittier Narrows under several monitoring programs, including the DPH permit-require monitoring and an EPA routine groundwater monitoring program. The DPH permit requires early warning well monitoring in select upgradient monitoring wells and monitoring of the shallow and intermediate extraction wells. In addition, EPA will be implementing a routine monitoring program at select monitoring wells located throughout Whittier Narrows.

WATER PRODUCTION AGREEMENT

This WATER PRODUCTION AGREEMENT (hereinafter referred to as Agreement) effective as of the first day of April, 2009,

BY AND BETWEEN MAIN SAN GABRIEL BASIN WATERMASTER
(hereinafter called Watermaster)
725 North Azusa Avenue
Azusa, CA 91702

AND U.S. Environmental Protection Agency
(hereinafter called USEPA)
75 Hawthorne Street
San Francisco, CA 94105

AND Los Angeles County Department of Parks and Recreation
(hereinafter called LACDPR)
433 South Vermont Avenue
Los Angeles, CA 90020

WITNESSETH:

THAT WHEREAS, Watermaster was appointed pursuant to the Judgment in the case of Upper San Gabriel Valley Water District v. City of Alhambra, et al. (LASC Civil No. 924128) ("Judgment"); and

WHEREAS, Watermaster is required to administer and enforce the terms of said amended Judgment, including the collection of assessments and management of the withdrawal and replenishment of groundwater of the Main San Gabriel Basin (Basin); and

WHEREAS, Watermaster may enter into contracts with non-parties to the Judgment (Section 45) to encourage, assist and accomplish the cleanup and improvement of degraded water quality in the Basin and may exempt the production of Basin water from Watermaster Assessments and may waive the provisions of the Judgment concerning Injunction Against Unauthorized Recharge (Section 25), Injunction Against Transportation from the Basin (Section 26) and Intervention After Judgment (Section 57); and

WHEREAS, LACDPR is a party to the Judgment, has been adjudicated water rights, produces groundwater from the Basin, and is bound by all provisions of said Judgment; and

WHEREAS, USEPA is not a party to the Judgment, and has constructed and is operating a groundwater cleanup facility as part of the Whittier Narrows Operable Unit (WNOU) cleanup plan more particularly described in Exhibit A hereto (the WNOU Project); and

WHEREAS, as part of the WNOU Project, USEPA has constructed and equipped seven groundwater extraction wells consisting of four shallow wells (less than 120 feet deep) and three intermediate wells (between 350 and 390 feet deep), for a total nominal pumping rate of up to 11,000 gallons per minute (gpm); and

WHEREAS, USEPA has entered into separate agreement with the City of Whittier to operate the intermediate zone wells and treatment system for potable use within the City's water system; and

WHEREAS, the water extracted from the shallow zone wells will be separately treated and discharged to Legg Lakes operated and maintained by LACDPR; excess water delivered to the lakes will flow through the lakes and discharge into Mission Creek for infiltration into the Basin; pumping and discharge of water from the WNOU Project shallow zone wells shall be limited or ceased by USEPA when necessary to ensure that the treated water discharged to Legg Lakes is conserved within the Basin to the extent reasonably possible; and

WHEREAS, the treated WNOU Project water that is discharged to Legg Lakes will replace water historically extracted from the Basin by LACDPR and delivered to Legg Lakes using its adjudicated prescription pumping rights and annual Operating Safe Yield allocation; and

WHEREAS, the USEPA will be producing up to 2,500 gallons per minute of WNOU shallow zone groundwater from the Basin and delivering that water to the LACDPR Legg Lakes in-lieu of the LACDPR pumping groundwater from the Basin for that same purpose.

WHEREAS, LACDPR have agreed to report to the Watermaster, the production of groundwater by USEPA for the WNOU project, shallow zone, as production by LACDPR, up to a maximum of 1,300 acre-feet per year.

WHEREAS, LACDPR has agreed to contribute in-kind services (see Exhibit A) to the WNOU Project in consideration of the costs LACDPR is avoiding by not having to pump and distribute groundwater to Legg Lakes; and

WHEREAS, the water produced by the WNOU Project will meet requirements and be subject to the operational procedures described within this Agreement and in Exhibit A hereto; and

WHEREAS, on June 27, 2006, LACDPR entered into a separate agreement whereby the San Gabriel Valley Water Company has a right to temporarily lease annually from LACDPR's Production Rights an amount of water equivalent to the number of acre-feet of recycled water purchased by LACDPR.

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is hereby mutually agreed as follows:

Section 1. USEPA may produce up to 2,500 gallons per minute of Main San Gabriel Basin groundwater from the Shallow Zone of the WNOU Project described in Exhibit "A" hereto and such production shall be in accordance with the requirements and subject to the operational procedures described therein.

Section 2. Watermaster hereby conditionally exempts from Watermaster Assessments the ground water produced in accordance with Section 1.

Section 3. LACDPR and USEPA shall report to the Watermaster all of the production of the USEPA WNOU Project, shallow zone.

Section 4. LACDPR agrees to assign all water conveyed to Legg Lakes by USEPA from the WNOU Project, shallow zone production, to LACDPR reported production from the Basin, up to the first 1,300 acre-feet per year. All of this water, up to 1,300 acre-feet per year, shall be subject to all applicable Watermaster Assessments. Watermaster agrees to exempt from all Assessments the amount of water reported by LACDPR and USEPA as delivered to Legg Lakes from USEPA water project, shallow zone, in excess of 1,300 acre-feet per year.

Additionally, in accordance with Section 45 of the Judgment, Watermaster hereby waives the provisions of the Judgment concerning Injunction Against Unauthorized Recharge (Section 25), Injunction Against Transportation from the Basin (Section 26) and Intervention After Judgment (Section 57) as to water produced from the WNOU Project as provided in Section 1 herein and subject to the conditions of this Agreement and its Exhibits.

Section 5. USEPA shall submit copies on an on-going basis, of the following items to Watermaster: all progress reports and other reports, correspondence and studies related to site assessment, remedial action, and other activities for the WNOU Project provided to

California Department of Public Health, California Regional Water Quality Control Board and any other governing or other agencies.

Section 6. USEPA shall notify Watermaster of any proposed or actual material changes in the facilities, operations, or other conditions pertaining to the WNOU Project; and Watermaster, at its sole option, may determine that a revised agreement between USEPA, LACDPR, and Watermaster must be executed.

Section 7. This Agreement shall terminate on August 31, 2013 or within 30 days of ceasing operation of the WNOU project, Shallow Zone facilities.

Section 8. USEPA hereby acknowledges and agrees that Watermaster and LACDPR are not responsible for any of USEPA's extraction and treatment facilities or USEPA's operation and maintenance thereof or USEPA's impact on the quality of the groundwater and surface water affected hereby.

Section 9. Watermaster hereby acknowledges and agrees that USEPA and LACDPR are not responsible for any separate Watermaster action or inaction, not associated with this Agreement.

Section 10. LACDPR hereby acknowledges and agrees that USEPA and Watermaster are not responsible for LACDPR's Legg Lakes and associated irrigation facilities or LACDPR's operation and maintenance thereof or LACDPR's management of their adjudicated water rights, not associated with this Agreement.

Section 11. Nothing in this Agreement shall be construed to limit Watermaster's ability and/or discretion to exercise its powers or its responsibility to perform its duties under the Judgment and the Rules and Regulations promulgated thereunder.

Section 12. Notices. Notices shall be in writing and personally delivered or deposited in the United States Postal Service, first class, postage prepaid, addressed as follows:

If to WATERMASTER:

Main San Gabriel Watermaster
Attention: Carol Williams
725 North Azusa Avenue
Azusa, CA 91702
Telephone: (626) 815-1300
Facsimile: (626) 815-1303

If to USEPA:

U.S. Environmental Protection Agency
Attention: Bella Dizon
75 Hawthorne Street (SFD-7-3)
San Francisco, CA 94105
Telephone: (415) 972-3190
Facsimile: (415) 947-3526

If to LACDPR:

Los Angeles County Department of Parks and Recreation
Attention: Ross Varone
510 South Vermont Avenue
Los Angeles, CA 90020
Telephone: (213) 738-3037
Facsimile: (213) 637-9725

Notice shall be deemed given on the date personal delivery is made or, if sent by U.S. Mail, three (3) days following deposit in the mail, as provided above. A Party may substitute its representative identified above by written notice to the other Parties.

Section 13. Modifications. This Agreement may be amended only by a written document signed by the Parties.

Section 14. Assignments. This Agreement shall not be assigned by any of the Parties without the prior written consent of the other Parties.

Section 15. Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remaining provisions shall remain in full force and effect, unless the intent and purpose of a Party would be frustrated thereby, in which case the Agreement may be terminated for cause as provided elsewhere in this Agreement, and the Parties shall observe the provisions provided herein regarding the termination or expiration of this Agreement.

Section 16. Integration and Construction of Agreement. This Agreement sets forth the complete and final understanding of the Parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter. This Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against one or the other of the Parties hereto.

Section 17. Non-Waiver. A failure by any Party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.

Section 18. Recitals. The Recitals to this Agreement are material terms hereof.

Section 19. Headings. Headings in this Agreement are provided for ease of reference and are not material terms hereof.

Section 20. Time of the Essence. Time is of the essence in the performance of this Agreement.

Section 21. Successors and Assigns. This Agreement shall inure to the benefit of each Party's successors and assigns.

Section 22. Governing Law. This Agreement shall be governed by the laws of the State of California without resort to choice of law principles.

Section 23. Authority and Counterparts. The persons signing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

Section 24. Discrepancies. If a court determines that there are any discrepancies between the terms of the Agreement and the language of the exhibits, the terms of the Agreement shall control and prevail over the exhibits.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the date first above written.

USEPA

By:_____

Its:_____

Date:_____

MAIN SAN GABRIEL BASIN WATERMASTER

By:_____

Its:_____

Date:_____

LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION

By:_____

Its:_____

Date:_____

APPROVED AS TO FORM AND EXECUTION:

By:_____
County Counsel

Date:_____

APPROVED AS TO FORM AND EXECUTION:

By: _____
EPA Counsel

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By:_____
Attorney for Watermaster

Date:_____