# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

GAIL FARBER, Director

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


September 8, 2009

IN REPLY PLEASE
REFER TO FILE:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 September 8, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

**MALIBU CREEK WATERSHED TRASH TOTAL MAXIMUM DAILY LOAD TRASH MONITORING AND REPORTING PLAN AGREEMENT WITH PARTICIPATING AGENCIES (SUPERVISORIAL DISTRICT 3) (3 VOTES)**

## SUBJECT

This action is to authorize the Director of Public Works or her designee to execute an agreement and any necessary amendments with other participating agencies to share the cost to prepare a Trash Monitoring and Reporting Plan as required by the Malibu Creek Watershed Trash Total Maximum Daily Load.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY AND THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Authorize the Director of Public Works or her designee to execute an agreement and any necessary amendments with other participating agencies to share the cost to prepare a Trash Monitoring and Reporting Plan as required by the Malibu Creek Watershed Trash Total Maximum Daily Load.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Malibu Creek Watershed Trash Total Maximum Daily Load (TMDL) identified the County of Los Angeles (County) along with other agencies as contributors to trash in the Malibu Creek Watershed. The agencies include Caltrans and the Cities of Agoura Hills,

Calabasas, Hidden Hills, Malibu, and Westlake Village. As such, the agencies are responsible for developing a Trash Monitoring and Reporting Plan (TMRP), which will describe the methodologies that will be used to assess and monitor trash in the watershed, detailing frequency, location, and reporting methods. It will also prioritize areas that have the highest trash generation rates and identify Best Management Practices to address the issue. The TMDL requires the TMRP to be submitted to the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), within six months from the effective date of the TMDL. The U.S. Environmental Protection Agency is expected to approve the TMDL in September 2009, which will establish the effective date. We will return to your Board for any required approvals to begin the activities outlined in the TMRP after the Regional Board approves the plan.

The purpose of this agreement is to share the cost of preparing the TMRP with other participating agencies. The County will manage preparation of the TMRP using the as-needed urban runoff and stormwater quality engineering services contract approved by your Board on October 21, 2008.

## Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by developing partnerships to effectively leverage our resources using a collaborative effort.

## FISCAL IMPACT/FINANCING

The total estimated contract cost of the project is $74,626. Based on the enclosed agreement with full participation from other agencies, the County's share of the cost is expected to be $44,271 and has been requested in the Supplemental Budget for the Fiscal Year 2009-10 Public Works General Fund. The remaining cost, as well as a 12.5 percent administrative fee, will be funded by the other participating agencies consistent with the provisions of the agreement.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement, in a form substantially similar to the enclosed, will be approved as to form by County Counsel prior to execution by the Director of Public Works or her designee upon approval of the Supplemental Budget.

## ENVIRONMENTAL DOCUMENTATION

The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The agreement will enable the participating agencies to develop a TMRP that will satisfy the requirements of the Regional Board and reduce the amount of trash in the Malibu Creek and its tributaries. As such, this proposed action is an organizational and administrative activity of governments, which will not result in direct or indirect physical changes to the environment.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will benefit the County by enabling other agencies to share in the cost of the TMRP. There will be no negative impact on current services.

## CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GH:ad

Enclosure

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

# MALIBU CREEK TRASH TOTAL MAXIMUM DAILY LOAD
# TRASH MONITORING AND REPORTING PLAN

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the ) the CITY OF AGOURA HILLS, a municipal corporation (hereinafter referred to as AGOURA HILLS), CITY OF CALABASAS, a municipal corporation (hereinafter referred to as CALABASAS), the CITY OF HIDDEN HILLS, a municipal corporation (hereinafter referred to as HIDDEN HILLS), CITY OF MALIBU, a municipal corporation (hereinafter referred to as MALIBU), the CITY OF WESTLAKE VILLAGE, a municipal corporation (hereinafter referred to as WESTLAKE VILLAGE), (all of the aforementioned are hereinafter collectively referred to as PARTICIPATING AGENCIES), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

## WITNESSETH

WHEREAS, on May 1, 2008, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), adopted Resolution No. R4-2008-007 to establish a Total Maximum Daily Load (TMDL) for trash in the Malibu Creek Watershed; and

WHEREAS, Resolution No. R4-2008-007 required responsible jurisdictions and responsible agencies to provide to the Regional Board a Trash Monitoring and Reporting Plan (TMRP) and Minimum Frequency of Assessment and Collection (MFAC)/Best Management Practices (BMPs) Program (hereinafter referred to as the TMRP), which is an assessment and quantification of trash collected from the surfaces and shoreline of the listed water bodies in the Malibu Creek Watershed or from responsible jurisdictional land areas. The monitoring plan must include the details of the frequency, location, and reporting of trash monitoring; and

WHEREAS, the PARTICIPATING AGENCIES desire to collectively develop and submit to the Regional Board a TMRP for the Malibu Creek Trash TMDL; and

WHEREAS, the PARTICIPATING AGENCIES desire to have COUNTY contract for the services of a consultant to prepare the TMRP, administer the consultant services contract, provide project management services, and submit the TMRP to the Regional Board on behalf of the PARTICIPATING AGENCIES; and

WHEREAS, COUNTY is willing to contract for the services of a consultant to prepare the TMRP, administer the consultant services contract described in the Proposed Scope of Services set forth in Exhibit A, provide project management services, and submit the TMRP to the Regional Board on behalf of COUNTY and the PARTICIPATING AGENCIES; and

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District (hereinafter referred to as LACFCD), pursuant to Section 56-3/4 of the County's Charter and in accordance with an agreement approved on December 26, 1984, between COUNTY and LACFCD; and

WHEREAS, the PARTICIPATING AGENCIES understand that the TMRP is required to be submitted to the Regional Board within six (6) months after the effective date of the TMDL as established by Resolution No. R4-2008-007; and

WHEREAS, the PARTICIPATING AGENCIES and COUNTY desire to proportionally share in the costs of preparing the required TMRP as shown in the attached Exhibit B.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTICIPATING AGENCIES and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) PARTICIPATING AGENCIES, AND EACH OF THEM, AGREE:

a. To provide reasonable assistance to COUNTY in the preparation of any necessary information and documents related to the preparation, development, and submittal of the TMRP.

b. To designate an authorized representative to ensure that each of the PARTICIPATING AGENCIES maintains a commitment to the preparation of the TMRP. The representative shall also be responsible for providing information requested by the consultant or COUNTY and ensuring that tasks assigned to the PARTICIPATING AGENCY are completed on schedule.

c. To deposit funds with COUNTY, within thirty (30) calendar days after receipt of an invoice from COUNTY, in an amount not to exceed each PARTICIPATING AGENCY'S respective proportional cost as set forth in Exhibit B.

d. To review and approve or provide comments on the TMRP and any other relevant documents requested by COUNTY within two (2) weeks after receiving request from COUNTY.

e. The COUNTY shall act on behalf of PARTICIPATING AGENCIES in all matters pertaining to the consultant and in the administration of the consultant services contract for the TMRP, and that COUNTY shall be solely responsible for coordinating the activities of the consultant and ensuring that all issues and concerns of the PARTICIPATING AGENCIES are addressed subject to the provisions of this AGREEMENT.

f. Not to hold COUNTY accountable for other than its pro rata share of the expense of changes or additions to the TMRP subject to the provisions of this AGREEMENT as provided in Exhibit B.

(2) COUNTY AGREES:

a. To award a contract for consultant services to prepare the TMRP in substantial compliance with the Proposed Scope of Services, attached as Exhibit A, to execute and administer the contract, and to act on behalf of PARTICIPATING AGENCIES in all matters pertaining thereto.

b. To fund COUNTY'S share of the cost of the preparation of the TMRP in accordance with the cost-sharing percentages set forth in Exhibit B.

c. To furnish PARTICIPATING AGENCIES a final accounting of the cost of the preparation of the TMRP, within one hundred twenty (120) calendar days after the completion of the TMRP or other later date as may be determined by COUNTY and approved by all of the designated representatives of PARTICIPATING AGENCIES. If the final cost of the TMRP is less than the cost indicated in Exhibit B, COUNTY will refund to PARTICIPATING AGENCIES the amount of their respective pro rata shares of the difference within one hundred twenty (120) calendar days after furnishing the final accounting to PARTICIPATING AGENCIES.

d. To furnish to PARTICIPATING AGENCIES monthly status reports on consultant/contractor progress in the TMRP. The reports may be provided at the regularly scheduled Malibu Creek Watershed monthly meetings.

e. To provide PARTICIPATING AGENCIES a draft of the TMRP and any other relevant documents for review and allow no less than two (2) weeks for review and comment. COUNTY will work with the consultant to ensure all comments are addressed; however, final determination regarding issues related to the TMRP will be made by COUNTY.

f. To submit the TMRP to the Regional Board on or before the designated deadline on behalf of COUNTY and the PARTICIPATING AGENCIES and provide a final and complete copy of the TMRP to PARTICIPATING AGENCIES in electronic or print format.

(3) PARTICIPATING AGENCIES AND COUNTY, AND EACH OF THEM, AGREE:

a. The purpose of this AGREEMENT is to cooperatively, voluntarily, and jointly fund the preparation of the TMRP.

b. The parties to this AGREEMENT shall cooperate fully with one another to accomplish the purposes of this AGREEMENT.

c. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the parties are subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).

d. COUNTY shall not approve any changes or additions to the Proposed Scope of Services in Exhibit A and/or to the TMRP and/or to the consultant services contract that will result in an increase in the total cost of the preparation of the TMRP, except with the express written consent of all PARTICIPATING AGENCIES.

e. This AGREEMENT shall be effective on the date of the last party's signature and shall terminate upon completion of the responsibilities set forth in this AGREEMENT, except as provided herein and in Section 4 (f). This AGREEMENT may be terminated earlier by written consent of all parties to this AGREEMENT.

f. COUNTY may terminate this AGREEMENT with sixty (60) day written notice to the PARTICIPATING AGENCIES in the event changes or additions to the Proposed Scope of Services in Exhibit A are necessary that would increase the total cost of the TMRP set forth in Exhibit B and the parties do not amend this AGREEMENT so as to provide for the funding of the increased cost of the TMRP. In such an event PARTICIPATING AGENCIES shall only be entitled to a refund of PARTICIPATING AGENCIES' unused funds previously deposited with COUNTY for the TMRP and COUNTY shall have no further obligation under this AGREEMENT. Upon such unilateral termination by COUNTY, PARTICIPATING AGENCIES shall receive a copy of all documents and materials developed by COUNTY or its consultant for the TMRP.

g. A PARTICIPATING AGENCY may withdraw from this AGREEMENT upon sixty (60) days written notice to the other parties, subject to payment of any invoice received from COUNTY prior to or during the sixty (60)-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the cost-sharing percentages set forth in Exhibit B. Subject to the provisions of this AGREEMENT, the withdrawing party's share of future invoices shall be distributed among the remaining parties according to their proportional cost shares set forth in Exhibit B. All parties understand, acknowledge, and agree that withdrawal from this AGREEMENT will terminate any responsibility, liability or obligation of the withdrawing party resulting from this AGREEMENT commencing on the date of the withdrawal, and that the withdrawing party shall remain liable for its share of any loss, debt, or liability incurred prior to the date of the withdrawal. Withdrawal from this

AGREEMENT does not release any PARTICIPATING AGENCY from the obligations set forth in Resolution No. R4-2008-007.

h. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with the performance of this AGREEMENT, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

i. 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 Sections 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 AGREEMENT 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 of the parties indemnifies, defends, and holds each other party harmless 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. This AGREEMENT is otherwise governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

j. During the term of this AGREEMENT, each of the parties, hereby grants to COUNTY and the consultant hired to perform the services under the Scope of Services the right of access and entry to all storm drains, creeks, and beaches, subject to this AGREEMENT (the property) at all reasonable times for the purpose of discharging the duties and obligations described in this AGREEMENT. Prior to exercising said right of entry, the entering party shall provide reasonable written notice to the party that owns the property. For the purposes of this provision, written notice shall include notice delivered via e-mail and shall be delivered to the applicable party representative at least forty-eight (48) hours in advance of entry onto the property. Prior to entry, the entering party must receive confirmation from the noticed party that entry may proceed onto the property. An entering party shall indemnify, defend, and hold harmless the party that owns the property, its special districts, agents, officers, and employees from and against any and all liability, including, but not limited to, demands, claims,

actions, fees, costs, and expenses (including attorney and expert fees) arising from or connected with its entry onto the property and work performed on said property; provided, however, that no entering party shall indemnify another party for that party's own negligence or willful misconduct

k. No party shall have a financial obligation to any other party or have power to incur a financial obligation or liability on behalf of another party or otherwise act as an agent of another party under this AGREEMENT, except as expressly provided herein.

l. This AGREEMENT may be amended in writing with the signature of all parties in the manner originally executed.

m. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the following, except that any party may change the name or address by giving the other parties at least ten (10) working days written notice of the new name or address:

AGOURA HILLS:

Mr. Ramiro Adeva
City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-2583

CALABASAS:

Mr. Robert Yalda
Director of Public Works
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

HIDDEN HILLS:

Mr. Dirk Lovett
City Engineer
City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302-1257

MALIBU:

Mr. Robert L. Brager
Director of Public Works
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265-4861

WESTLAKE VILLAGE:

Mr. John Knipe
City Engineer
City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361-4643

COUNTY:

Ms. Gail Farber
Director of Public Works
Attention Mr. Gary Hildebrand
Watershed Management Division, 11th Floor
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

n. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this AGREEMENT. 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.

o. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.

p. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

q. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

r. All parties have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.

s. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such party.

t. All information and data obtained or developed by PARTICIPATING AGENCIES directly connected with the implementation of this AGREEMENT shall be available upon request, except where prohibited by law, to the other PARTICIPATING AGENCIES without further charge. Use of said reports, data, and information shall appropriately reference the source of all documents as the Malibu Creek Watershed Trash Total Maximum Daily Load Trash Monitoring and Reporting Plan, with each of the PARTICIPATING AGENCIES likewise named.

u. Data compiled, and the result of studies performed, under this AGREEMENT will become public domain upon the completion of the time frame set forth in Section 4, or as subsequently amended.

v. This AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated: _____

COUNTY OF LOS ANGELES, acting for itself and on behalf of the Los Angeles County Flood Control District

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting Counsel Counsel

By_____
Deputy

Dated: _____

CITY OF AGOURA HILLS

By _____
Denis Weber, Mayor

ATTEST:

By _____
Kimberly Rodriguez, City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Dated: _____

CITY OF CALABASAS

By _____
Sue Maurer, Mayor

ATTEST:

_____
Gwen Peirce, City Clerk

Dated: _____

CONSULTANT

By _____
Name, Level of Office
(e.g., Vice President)

ATTEST:

By _____
Deputy City Clerk

APPROVED AS TO FORM:

By _____
Michael G. Colantuono, City Attorney

Dated: _____

CITY OF HIDDEN HILLS

By_____
Steve Freedland, Mayor

ATTEST:

_____
Cherie L. Paglia, City Manager/City Clerk
(seal)

APPROVED AS TO FORM:

By_____
Roxanne Diaz, City Attorney

Dated: _____

CITY OF MALIBU

By_____
Jim Thorsen, City Manager

ATTEST:

By_____
Lisa Pope, City Clerk
(seal)

APPROVED AS TO FORM:

By_____
Christi Hogin, City Attorney

Dated: _____

CITY OF WESTLAKE VILLAGE,
a municipal corporation

By _____
Robert Slavin, Mayor

ATTEST:

By _____
Beth Schott, City Clerk

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

P:\wmpub\Secretarial\2009 Documents\Agreements\After 3_20_09\MCW TMRP Agreement.doc

## EXHIBIT A: PROPOSED SCOPE OF SERVICES

[illegible]

Trash Monitoring and Reporting Plan (TMRP)
SCOPE OF SERVICES

### GENERAL

Los Angeles County Department of Public Works (Public Works), in cooperation with the Malibu Creek Watershed Integrated TMDL Implementation Plan Working Group (Working Group), is requesting a Trash Monitoring and Reporting Plan (TMRP) to meet the requirements of the Malibu Creek Watershed Trash Total Maximum Daily Load (TMDL), adopted May 1, 2008 for the assessment, monitoring, and reporting of trash in the watershed. The Consultant will be required to produce a detailed plan including cost estimates and schedule of activities.

### PROJECT BACKGROUND

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) adopted the Malibu Creek Watershed Trash TMDL on May 1, 2008. The TMDL is estimated to be approved by the United States Environmental Protection Agency (USEPA) and effective in early 2009.

The Malibu Creek Watershed is located about 35 miles west of Los Angeles and extends from the Santa Monica Mountains to the Pacific Coast. The watershed is approximately 109 square miles and drains into the Malibu Lagoon and ultimately into Santa Monica Bay when the Lagoon is breached.

Federal Regulations under the Clean Water Act (CWA) require States to develop a list of impaired waters and the pollutants for which they are impaired, also known as the 303(d) List. Several reaches and tributaries to the Malibu Creek and Lagoon were designated as impaired and included on California's 1998, 2002, 2004, and 2006 CWA 303(d) list of impaired waters due to excessive amounts of trash. To address this issue, States must establish a watershed based pollutant specific TMDL to bring impaired waters into compliance with water quality standards necessary to bring back its beneficial uses.

### PROJECT PARTICIPANTS

County of Los Angeles, along with the California Department of Transportation (Caltrans), Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village, are responsible for developing the TMRP for the Malibu Creek Watershed. The County of Ventura and City of Thousand Oaks are choosing to prepare their own TMRP. A final list of participating agencies will be provided during the review process.

### SCOPE OF WORK

Public Works proposes to hire a consultant to develop a TMRP that describes the methodologies that will be used to assess and monitor trash. The submittal date to the Regional Board is six months from the TMDL effective date (estimated effective date: March 2009). The document must serve to meet the requirements for the first Minimum Frequency of Assessment and Collection (MFAC) / Best Management Practices (BMP) Plan.

The majority of the envisioned TMRP can be separated into task deliverables. The services to be rendered by the consultant shall include but not be limited to:

### Task 1: Kick-Off Meeting

The Consultant shall review pertinent documents (i.e., TMDL, Basin Plan Amendment, Staff Report, other relevant TMRPs, etc.) and prepare a kick-off meeting agenda and meet with Public Works and the Working Group to discuss the Scope of Services and pertinent details of the project and receive additional background information. At the kickoff meeting, the Consultant shall discuss issues that have arisen during development of other TMRPs and identify decisions that need to be made to facilitate the TMRP development.

#### Deliverable 1:

Draft and final meeting agenda. Upon approval of meeting agenda, arrange and facilitate kick-off meeting. Draft and final meeting summary.

### Task 2: TMRP Approach Discussion

Based on the results of the kick-off meeting, the Consultant shall prepare a draft TMRP approach document for discussion with the Working Group. The purpose of the TMRP approach document is to resolve issues and make decisions on key elements of the TMRP prior to developing a draft TMRP. The goal of the TMRP approach discussion is to ensure the Working Group agrees on the approach that will be taken to conduct the monitoring and the Consultant has obtained all information necessary to complete development of the TMRP. Depending on the decisions made and issues resolved at the kick-off meeting, the Consultant may distribute the approach document via email for feedback. However, a Working Group meeting will likely be required to resolve issues related to monitoring locations, monitoring approach, and additional information needs prior to developing a complete draft TMRP. The approach document will include a summary of the methods for conducting the monitoring program, initial maps of monitoring locations, and a list of discussion items, decisions, and information needs to be obtained from the Working Group members. Preparation of the approach document will include a site visit to assess the prescribed MFAC locations and document the feasibility of collecting trash in all of the required locations.

If needed, the Consultant shall prepare a meeting agenda and meet with Public Works and the Working Group to discuss the approach document and the issues, information and decisions needed to proceed with TMRP development.

#### Deliverable 2:

Draft TMRP approach document, including initial maps of monitoring locations. Should a Working Group meeting be necessary, draft and final meeting agenda. Upon approval of meeting agenda, arrange and facilitate meeting. Draft and final meeting summary.

## Task 3: Prepare Draft TMRP and Present to Working Group

Requirements for TMRP

Requirements for the TMRP shall include, but are not limited to, the following:

- A plan to establish the trash Baseline Waste Load Allocations (WLAs) for non-Caltrans entities, or an alternative to the default trash baseline for Caltrans to prioritize installation of full capture devices.
- Assessment and quantification of trash collected from the surfaces and shoreline of the listed waterbodies in the Malibu Creek Watershed or from responsible jurisdiction land areas.
- Details of the frequency, location, and reporting of trash monitoring (Site locations should allow for a long term assessment and represent each responsible jurisdiction. The consultant shall check the feasibility of implementing rotating sites.).
- A prioritization of areas that have the highest trash generation rates if data are available or a method for prioritizing the areas once data become available.
- A method for evaluating the effectiveness of the MFAC/BMP program to prevent trash from accumulating.
- Identify an initial suite of BMPs based on current trash management practices.
- Schedule including milestones.
- Cost estimate for implementing the TMRP.
- Prepare Health and Safety Plan to meet requirements of the Malibu Creek Watershed TMRP as outlined in the Regional Boards TMDL.

Working Group Presentation

The Consultant shall prepare presentation materials and conduct a workshop for the Working Group to present the draft TMRP and solicit additional input from the agencies for these meetings.

Deliverable 3:

Presentation materials and nine copies of the Draft TMRP including maps, and the costs and schedule, for implementation of the TMRP to the Working Group.

## Task 4. Prepare Final TMRP

The consultant shall incorporate comments from the Working Group and prepare a Final TMRP, including all background information, technical information, etc, for submittal to the Regional Board. Public Works will submit the final TMRP to the Regional Board on behalf of the Working Group.

Deliverable 4:

Eleven copies of the Final TMRP submitted to Public Works and one complete copy in electronic format (word, excel, jpg, etc) on compact disc.

## Task 5: Respond to Regional Board Comments and Prepare Revised Final TMRP

Regional Board Review

The Consultant will meet with Regional Board staff (if requested) to discuss comments on the submitted TMRP. In response to the meeting, the Consultant will prepare a list of revisions to the TMRP to be addressed and a schedule for completion of revisions for inclusion in the Regional Board's response to the submitted TMRP. Following the meeting and receipt of the Regional Board letter, the Consultant shall resubmit a Revised Final TMRP incorporating comments from the Regional Board and prepare a response to comments matrix.

Deliverable 5:

List of revisions (if requested by Regional Board staff). Eleven copies of the Revised Final TMRP submitted to Public Works and one complete copy in electronic format (word, excel, jpg, etc) on compact disc. One copy of response to comments matrix.

## Supporting Documents

1. **Proposed Amendments to the Water Quality Control Plan – Los Angeles Region for the Malibu Creek Watershed Trash TMDL**

   http://63.199.216.6/larwqcb_new/bpa/docs/2008-007/2008-007_RB_BPA.pdf

2. **Caltrans Comprehensive Protocols Guidance Manual (California Department of Transportation)**

   http://www.dot.ca.gov/hq/env/stormwater/pdf/CTSW-RT-03-105.pdf

## Draft - Larry Walker Associates (LWA) Cost Estimate to Assist the County of Los Angeles Department of Public Works - Develop a Trash Monitoring and Reporting Plan (TMRP) Malibu Creek Watershed Trash Total Maximum Daily Load (TMDL) - Dated July 22, 2009

| Task No. | Task Description | LWA Labor Hour Estimate | | | | | | LWA Total Labor Hours | LWA Total Labor Cost |
|---|---|---|---|---|---|---|---|---|---|
| | | Senior Advisor | Project Manager | Project Scientist II | Project Scientist I | Project Scientist II | Admin Staff | | |
| | | $ 247 | $ 194 | $ 168 | $ 100 | $ 152 | $ 68 | | |
| **Task 1** | **Kick-Off Meeting** | | | | | | | | |
| Task 1.1 | Review background information | 1 | 1 | 4 | 2 | | | 8 | $ 1,313 |
| Task 1.2 | Prepare meeting materials | 1 | 2 | 4 | 8 | | | 15 | $ 2,107 |
| Task 1.3 | Attend meeting | 8 | | 8 | 8 | | | 24 | $ 4,120 |
| **Task 2** | **TMRP Approach Discussion** | | | | | | | | |
| Task 2.1 | Site visits | | 10 | 10 | 10 | | | 30 | $ 4,620 |
| Task 2.2 | Prepare approach document | 3 | | 6 | 12 | 4 | | 25 | $ 3,557 |
| Task 2.3 | Prepare meeting materials | 2 | | 2 | 6 | | | 10 | $ 1,430 |
| Task 2.4 | Attend meeting | 5 | 5 | 5 | 5 | | | 20 | $ 3,545 |
| **Task 3** | **Prepare Draft TMRP and Present to Working Group** | | | | | | | | |
| Task 3.1 | Prepare Draft TMRP | 8 | 4 | 38 | 140 | 8 | 2 | 200 | $ 24,488 |
| Task 3.2 | Prepare meeting materials (including presentation) | 3 | | 16 | 12 | | | 31 | $ 4,629 |
| Task 3.3 | Attend meeting | 5 | 5 | 5 | 5 | | | 20 | $ 3,545 |
| **Task 4** | **Prepare Final TMRP** | | | | | | | | |
| Task 4.1 | Revise Draft TMRP | 4 | 2 | 16 | 36 | | 2 | 60 | $ 7,800 |
| Task 4.2 | Prepare response to comments matrix | 1 | | 8 | 4 | | | 13 | $ 1,991 |
| **Task 5** | **Prepare and Submit Revised Final TMRP** | | | | | | | | |
| Task 5.1 | Meet with RB to discuss Final TMRP | 6 | 2 | 8 | | | | 16 | $ 3,214 |
| Task 5.2 | Revise Final TMRP based on RB comments | 4 | | 12 | 26 | | 2 | 44 | $ 5,740 |
| Task 5.3 | Prepare response to comments memo and matrix | 1 | | 10 | 6 | | | 17 | $ 2,527 |
| | **Total >>>>** | 52 | 31 | 152 | 280 | 12 | 6 | 533 | $ 74,626 |

**Cost Estimate Summary and Schedule**

| Task No. | Task Description | LWA Costs | Completion Date |
|---|---|---|---|
| **Task 1** | **Kick-Off Meeting** | $ 7,540 | Sept 09 |
| **Task 2** | **TMRP Approach Discussion** | $ 13,152 | Oct 09 |
| **Task 3** | **Prepare Draft TMRP and Present to Working Group** | $ 32,662 | Dec 09 |
| **Task 4** | **Prepare Final TMRP** | $ 9,791 | Feb 10 |
| **Task 5** | **Prepare and Submit Revised Final TMRP** | $ 11,481 | Within 1 month of receipt of comments |
| | **Total >>>>** | $ 74,626 | |