



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>

GAIL FARBER, Director

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

January 19, 2010

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:

**MARINA DEL REY HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD
COORDINATED MONITORING PLAN AND SPECIAL STUDIES
MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE CITIES OF CULVER CITY
AND LOS ANGELES, AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative agreement with other participating agencies to share the costs of implementing the coordinated monitoring plan and preparing the special studies as required by the Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES FLOOD CONTROL DISTRICT

Authorize the Director of Public Works or her designee to execute an agreement between the County of Los Angeles, the Los Angeles County Flood Control District, the Cities of Culver City and Los Angeles, and the California Department of Transportation to share the costs of implementing the coordinated monitoring plan and preparing the special studies as required by the Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her

designee, on behalf of the County of Los Angeles (County) and the Los Angeles County Flood Control District (LACFCD), to enter into a Memorandum of Agreement (MOA) with the California Department of Transportation (Caltrans), and the Cities of Culver City and Los Angeles.

Under the MOA, the responsible agencies, Caltrans, the Cities of Culver City and Los Angeles, and the County will jointly fund the implementation of the coordinated monitoring plan (CMP) and the preparation of the mandated special studies as required under the Marina del Rey Harbor Toxic Pollutants Total Maximum Daily Load (Toxic TMDL). Each agency's share of the project cost is based on its jurisdictional land area within the Marina del Rey Watershed. The LACFCD will implement the CMP and the special studies on behalf of those responsible agencies.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

As shown on Exhibit C of the enclosed MOA, the first year's cost is \$1.28 million and the total estimated cost of the projects is \$4.28 million over three years. The net County cost for the unincorporated County area is estimated to be \$1.88 million for the three-year term of the agreement. The net County cost for the first year is estimated to be \$561,289 and is included in Public Works' Fiscal Year 2009-10 Final General Fund Budget. Funding for the remaining \$714,368 to cover the first year costs for the Cities of Los Angeles and Culver City and Caltrans is included in the LACFCD Fiscal Year 2009-10 Final Budget. In accordance with the MOA, the participating agencies will reimburse the LACFCD for their share of the costs.

Funding for projected costs in subsequent years will be included in future fiscal year budget requests for both the Public Works' General Fund and LACFCD. Participating agencies will continue to reimburse the LACFCD for their share of costs under the MOA in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted the Marina del Rey Harbor Toxic TMDL, which subsequently became effective on March 22, 2006. The Toxic TMDL identifies the existing stormwater permits and names the County of Los Angeles, the Cities of Culver City and Los Angeles, and Caltrans as responsible agencies. The County of Los Angeles is designated as the primary jurisdiction for facilitating the work to be completed under this MOA.

As required by the Toxic TMDL, responsible agencies submitted a CMP to the RWQCB on March 31, 2008. On March 3, 2009, the RWQCB approved the plan and directed responsible agencies to implement the coordinated monitoring plan.

Funding for the CMP is being shared by the agencies named as responsible agencies in the Toxic

TMDL. Each agency will share in the project cost based on its jurisdictional land area within the Marina del Rey Watershed.

The LACFCD will be acting on behalf of the above responsible agencies to implement the CMP and the special studies. The CMP consists of dry-weather monitoring and stormwater monitoring. The dry-weather monitoring consists of the harbor water quality monitoring, sediment quality monitoring, and bioaccumulation within the Marina del Rey Harbor. Stormwater monitoring consists of the design, installation, and operation of automated water samplers and stormwater sampling. The automated water samplers will be installed within the LACFCD storm drains in order to monitor the water quality of the runoff from Caltrans, Cities of Culver City and Los Angeles, and County unincorporated land areas.

This Toxic TMDL also requires the special studies be conducted to refine source assessments and better estimate loading capacity. The Toxic TMDL special studies are due to the RWQCB by March 22, 2011.

The responsible agencies have approved the MOA in concept. Public Works will seek formal approvals upon your Board's delegation of authority. 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.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA. 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 implementing the CMP and the cost of developing Toxic TMDL special studies. 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.

The Honorable Board of Supervisors
1/19/2010
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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:GH:ad

Enclosures

c: Executive Office
County Counsel
Chief Executive Office (Lari Sheehan)
Auditor-Controller

MEMORANDUM OF AGREEMENT

MARINA DEL REY HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD COORDINATED MONITORING PLAN AND SPECIAL STUDIES

This Memorandum of Agreement (Agreement) is made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES (COUNTY), the CITY OF LOS ANGELES (LOS ANGELES), the CITY OF CULVER CITY (CULVER CITY) and CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), collectively referred to herein as the Parties or individually as Party, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT)

WHEREAS, on October 6, 2005, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB) adopted Resolution No 2005-012 (Resolution 2005-012), with the intent of improving water quality in the Marina del Rey Harbor (MdrH), herein referred to as Toxic Total Maximum Daily Load (TMDL); and

WHEREAS, the Toxic TMDL became effective on March 22, 2006; and

WHEREAS, the Toxic TMDL is not self-enforcing and has not been incorporated into the National Pollutant Discharge Elimination System (NPDES) Permit regarding Waste Discharge Requirements for Municipal Stormwater and Urban Runoff Discharges within the COUNTY and the incorporated cities therein, and the CALTRANS Statewide Stormwater NPDES Permit (CALTRANS Permit) in the manner required for the Toxic TMDL limits to be legally enforceable, at the time of the first signature set forth below; and

WHEREAS, the Toxic TMDL addresses water quality impairments throughout the MdrH, assessment of fish tissue and sediment quality impairments in the MdrH's Back Basins, and assessment of stormwater quality and storm-borne sediment quality of the Marina del Rey watershed; and

WHEREAS, the Toxic TMDL provides for a monitoring plan to be submitted to the RWQCB for approval; and

WHEREAS, the Toxic TMDL identifies the COUNTY, LOS ANGELES, CULVER CITY, and CALTRANS as responsible agencies. The COUNTY is designated as the primary jurisdiction for facilitating work to be completed under this Agreement.

WHEREAS, on March 22, 2007, the parties submitted a draft MdrH Toxic TMDL Coordinated Monitoring Plan (Monitoring Plan), and

WHEREAS, the Monitoring Plan obtained final approval by RWQCB on March 3, 2009; and

WHEREAS, the DISTRICT will act on behalf of the parties to implement the Toxic TMDL in accordance with the Coordinated Monitoring Plan.

WHEREAS, the Toxic TMDL also requires the preparation of two special studies to (1) evaluate partitioning coefficients between water column and sediment, and (2) evaluate the use of low detection level techniques, herein referred to as TMDL Special Studies, and

WHEREAS, the parties have agreed to provide funding to implement the ambient monitoring requirements of the approved Monitoring Plan and the preparation of the TMDL special studies, in accordance with the cost allocations set forth in Exhibit C, which is attached hereto and made a part hereof

NOW, THEREFORE, the parties do hereby agree as follows:

AGREEMENT

Section 1 Recitals

The recitals set forth above are fully incorporated as part of this Agreement.

Section 2 Purpose

This Agreement is entered into for the purposes of funding the implementation of the Ambient Monitoring Program (Section 4.0 Materials and Methods, listed with ambient monitoring frequency of the Monitoring Plan) and the development of the TMDL special studies. The Ambient Monitoring Program, Section 4.0 Materials and Methods, are the monitoring components listed with an ambient monitoring frequency, and has been categorized as dry-weather monitoring and stormwater monitoring. The dry-weather monitoring consists of the MDRH water quality monitoring, benthic sediment quality monitoring, and bioaccumulation. Stormwater monitoring consists of the site design for automated water samplers, procuring, installing, and operating and maintaining the automated water samplers (auto-samplers), as well as for preparing for and conducting stormwater monitoring in the Marina del Rey watershed and harbor

Section 3 Responsibilities of the District

- 1 Automatic water sampler and appurtenant equipment procurement – The DISTRICT will procure all initial equipment required for stormwater monitoring for ambient monitoring frequency, monitoring the under-represented areas, and effectiveness monitoring frequency, all as prescribed in the Monitoring Plan. The purchase and

procurement of any further equipment, also including any required for ambient monitoring of the under-represented areas of the Monitoring Plan and/or other monitoring will be added to this Agreement by subsequent amendment or by direct invoice, in order to necessitate all TMDL-directed sampling and work.

- 2 Consultant contract administration – The DISTRICT will hire consultants to perform the services of site design, equipment installation, equipment operation and maintenance, and ambient monitoring and monitoring preparation, the DISTRICT will administer the consultant contract(s) on behalf of the parties for an administration fee to equal ten percent (10%) of each jurisdiction's share of the total consultant contract amount. Performance of all above consultant services by the DISTRICT'S consultant(s) is expressly conditioned upon all parties listed in Exhibit A entering into this Agreement.
- 3 Cost per monitoring location – The DISTRICT, in consultation with the other parties, established each party's share of cost for the DISTRICT's equipment procurement, in addition to DISTRICT's consultants' site design, equipment installation, equipment operation and maintenance services, and monitoring and monitoring preparation services. The cost allocation percentages among parties and the estimated cost for all design, procurement, installation, operation and maintenance, as well as monitoring activities are shown in Exhibit C. Any costs not expended will be reimbursed to parties. If actual costs exceed these estimates, however, DISTRICT will seek the difference, minus DISTRICT's share, from the other parties. DISTRICT will control the cost and keep the actual costs no more than one hundred ten percent (110%) of the estimated cost. DISTRICT will keep a detailed account of expenditures for all parties purview, upon request. Any such request shall be fulfilled within eight (8) business days, excluding Fridays.
- 4 Reporting – The DISTRICT will submit monitoring reports with compliance summary tables to all parties and then forward these monitoring reports and tables to RWQCB, each year, as described in the Monitoring Plan.
- 5 Auto-sampler Maintenance and Designated Custodian – The DISTRICT's consultant will conduct all routine and necessary maintenance of the auto-samplers in exchange for a cost to be shared amongst all Parties as shown in Exhibit C. The DISTRICT will also serve as the custodian/owner-representative of all monitoring equipment and appurtenant structures during use for this contract and after the expiry of this contract, with the provision that the same equipment and appurtenant structures will be available for use, if all parties, herein, enter a subsequent monitoring agreement and agree therein to further cost-sharing of COUNTY and/or its representative's costs for the use and maintenance of such, for the purposes of carrying out monitoring and services required by this Toxic TMDL.

Section 4 Coordinated Monitoring Plan

- 1 The California Regional Water Quality Control Board, Los Angeles Region, adopted the MdrH Toxic TMDL on October 6, 2005. The Toxic TMDL became effective on March 22, 2006 (Effective Date), shortly after its approval by the United States Environmental Protection Agency (USEPA). The Toxic TMDL targets metals and organics in Basins D, E, and F (Back Basins) of the MdrH. The pollutants to be addressed are Copper, Lead, and Zinc for metals, and Chlordane and Total Polychlorinated Biphenyls (PCBs) for organics.

Section 5 Responsibilities of Parties

- 1 Documentation – The parties agree, at no cost to the DISTRICT, to provide all readily available information and documentation to the DISTRICT that is deemed necessary to perform the site design, equipment procurement, installation, and operation and maintenance, in addition to ambient monitoring services and monitoring preparation.

2 Grant of Access Rights

- A. Access to DISTRICT and COUNTY Facilities – During the term of this Agreement, the DISTRICT and COUNTY grants to the parties the right of access and entry to all DISTRICT and/or COUNTY accessed storm drains, creeks, beaches, pump plants, low flow diversions, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the parties delegating any party duties and obligations described in this Agreement which might arise in relation to the site design, procurement, installation, operation and maintenance, and/or monitoring services and preparation. Prior to exercising said right of entry, any party shall provide reasonable written notice to the DISTRICT and COUNTY at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail with a return-receipt that has been given to the sender. All notices provided pursuant to this article shall be delivered to the representative of the DISTRICT and COUNTY to be notified.
- B. Access to CALTRANS Facilities – Upon request CALTRANS may issue a blanket encroachment permit to the parties to access CALTRANS facilities for the purpose of site design, equipment procurement, installation, operation and maintenance, and/or sampling and associated activities as set forth in the Monitoring Plan and associated under-represented sampling plan, to be approved by RWQCB, for a period of one year. This encroachment permit may be extended on a yearly basis and is for those activities that no traffic control is required. As one of the conditions of the encroachment permit, parties shall follow the local ordinances and State laws when they use shoulder spaces of a State route for parking. The parties shall not perform work of any kind in the shoulder area prior to obtaining explicit approval of CALTRANS. The parties

shall apply for a separate encroachment permit and submit a traffic control plan to CALTRANS district permit engineer for incidences when traffic control is needed.

C Access to Los Angeles Facilities – During the term of this Agreement, LOS ANGELES grants to the parties the right of access and entry to all LOS ANGELES accessed storm drains, sewers, creeks, low-flow diversions, beaches, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the parties delegating any party duties and obligations described in this Agreement which might arise in relation to any site design, equipment procurement, installation and operation and maintenance, and/or monitoring services. Prior to exercising said right of entry, parties shall provide reasonable written notice to LOS ANGELES at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail. All notices provided pursuant to this article shall be delivered to the representative of LOS ANGELES to be notified.

D Access to Culver City Facilities – During the term of this Agreement, Culver City grants to the parties the right of access and entry to all Culver City accessed storm drains, creeks, beaches, and existing monitoring stations subject to this Agreement at all reasonable times for the purpose of the parties discharging any party duties and obligations described in this Agreement which might arise in relation to any design, procurement, installation, equipment operation and maintenance, and/or monitoring services. Prior to exercising said right of entry, the parties shall provide reasonable written notice to Culver City at least 48 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail. All notices provided pursuant to this article shall be delivered to the representative of Culver City to be notified.

3. Cost Reimbursement – The parties agree to reimburse the DISTRICT each parties' proportional share of the total cost of these design, procurement, installation, operation and maintenance, and monitoring services not to exceed the amount shown in Exhibit C for these TMDL compliance activities.

Section 6 Invoice and Payment

1. Payment – Each party shall reimburse the DISTRICT for its proportional share of the total cost for autosampler infrastructure and capital costs not to exceed the amount as shown in Exhibit C. The annual payment shall be increased by the State of California Consumer Price Index (CPI) annually, as referenced at www.dir.ca.gov/dlsr for the month of June. Notwithstanding the foregoing, the annual payment shall be revised only upon mutual consent of the parties in writing.

2. Funding – The parties' funding encumbered under this Agreement is evidenced by the signature of each party's accounting officer certifying as to funds not to exceed the amount as shown in Exhibit C.

3. Invoice – The DISTRICT will invoice the parties immediately upon execution of this Agreement. The DISTRICT shall invoice for the autosamplers according to their contract for autosampler installation and according to any additional autosampler items agreed upon by the DISTRICT, COUNTY, LOS ANGELES, and the parties that have been listed in Exhibit A. The parties shall pay the invoice within 60 days after its receipt from the DISTRICT
4. Caltrans Appropriation of Funds - All obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, this Agreement may be amended in writing by the Parties to reflect any agreed upon reduction in the percentage of funds contributed by Caltrans to continue its participation in this Agreement. All other Parties will absorb any remaining Caltrans funds portion, until funds are made available to Caltrans in any successive fiscal year, if so. If appropriate, at that time, Caltrans shall reimburse the Parties in full to the extent of such appropriation. Caltrans, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for Caltrans. Should Caltrans exercise such an option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred whether actively participating in this Agreement or not.

Section 7 Term of Agreement

- 1 This Agreement shall become effective upon all parties listed in Exhibit A executing this agreement and it shall remain and continue in effect until completion of the ambient monitoring period of the Monitoring Plan. This Agreement may continue on a month to month basis after the expiration date until a new agreement is executed for employing the DISTRICT, the COUNTY or another party to perform monitoring services and preparation, on behalf of the parties, but is not to exceed twelve (12) months after this Agreement's termination date. The costs for all such services shall be one-twelfth (1/12) of the estimated annual cost. During the unexpired term of this Agreement, any party may demand that the other parties negotiate, in good faith, modifications to the Agreement that may be reasonably necessary because of any of the following changed circumstances:
 - A. There is a material change in the regulatory framework for stormwater and urban runoffs, or

- B. There is a change, either addition or deletion, of monitoring locations, equipment, tests or sampling methodologies or costs including any proposed reallocation of cost among the parties, and/or frequency of tests, or
 - C. There is a material change in the cost of equipment, designing monitoring sites, equipment installation, providing equipment operation and maintenance services, or monitoring or preparing for monitoring in the approved locations, including also those approved for sampling the under-represented areas.
2. Any party may terminate this Agreement for any reason, in whole or part, by giving the DISTRICT and the COUNTY thirty-days (30-days) written notice thereof. The termination request should be subject to the approval of the parties to this Agreement. The requesting entity shall be responsible for the allocated costs of site design, equipment procurement, installation, operation and maintenance, as well as monitoring services incurred up to the date of the Agreement's termination.

Section 8 General Provisions

1. Notices – Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder, shall be in writing and shall be delivered to the representative of each party at the addresses set forth below. The parties shall promptly notify each other of any change to the contact information provided below. Written notice shall include notice delivered via e-mail. 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 return-receipt accompanied e-mail; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth in Exhibit A.
2. Separate Accounting and Auditing – The District agrees to establish a separate account to track the revenues from the other parties and the expenses pursuant to this MOA.
3. Relationship of the Parties – The parties are and shall remain at all times 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 another party or otherwise act as an agent of another party except as expressly provided to the contrary by this Agreement.
4. Late Payment Penalty – Any payment that is late sixty (60) days past the party's receipt of invoice shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the prime rate in effect when the payment first became due plus one percent for any payment that is made from one to thirty days after the due date. The prime rate in effect when the payment first became due plus five percent (5 percent) shall apply for any

payment that is made from 31 to 60 days after the due date. The prime rate in effect when the payment first became due plus ten percent (10 percent) shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law. The prime rate referenced is the Federal Reserve Bank Prime Loan rate at <http://www.federalreserve.gov/releases/h15/data.htm>.

5. Cooperation, Further Acts – The parties shall cooperate fully with one another to attain the purposes of this Agreement.
6. Amendments – All amendments to this Agreement, including any proposed amendments to Exhibit C, must be in writing, approved and executed by all parties. The authorized signatory of this Agreement is authorized to execute any amendments that do not extend this Agreement by more than twelve months.
7. Indemnification – Each party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this Agreement. All parties shall indemnify, defend, and hold one another harmless for all losses, claims, and liability (including attorney fees and costs) arising to the extent of their 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 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 of 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 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.

8. Execution of Counterparts – This Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
9. Governing Law – This Agreement is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
10. Severability – 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.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed on their behalf as of the date specified below, respectively, as follows.

Dated. _____

COUNTY OF LOS ANGELES,
acting for itself and on behalf of the
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Director of Public Works

APPROVED AS TO FORM.

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

CITY OF LOS ANGELES

Dated. _____

By _____
Cynthia M Ruiz, President
Board of Public Works

ATTEST.

By _____
Frank T Martinez, City Clerk

APPROVED AS TO FORM

Carmen Trutanich, City Attorney

By _____
Christopher M. Westhoff
Assistant City Attorney

CITY OF CULVER CITY

Dated: _____

By _____

Mark Scott
City Manager

APPROVED AS TO CONTENT

By _____

Charles Herbertson,
Public Works Director

APPROVED AS TO FINANCING

By _____

Jeff Muir
Chief Financial Officer

APPROVED AS TO FORM:

By _____

Carol Schwab
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS)

By _____

Director

Exhibit A

Responsible Agencies and Contact Information

Responsible Agencies and Contact Information

County of Los Angeles and the Los Angeles County Flood Control District:

County of Los Angeles
Department of Public Works
Watershed Management Division, 11th floor
900 South Fremont Avenue
Alhambra, California 91803-1331
Party Representative: Oliver Galang, P.E., ogalang@dpw.lacounty.gov
Phone No.: (626) 458-4364
Fax: (626) 457-1526

City of Los Angeles.

Bills and Invoices
City of Los Angeles
Bureau of Sanitation
1149 South Broadway, 9th Floor
Los Angeles CA 90015
Attention: Financial Management Division
Fax: (213) 485-4269

All Other Notices, Reports and Communications
City of Los Angeles
Watershed Protection Division
1149 South Broadway, 10th floor
Los Angeles, CA 90015
Attention: Reza Iranpour
Reza.Iranpour@lacity.org
Phone No.: (213) 485-0577
Fax: (213) 485-3939

City of Culver City:

City of Culver City
Department of Public Works, Engineering Division
9770 Culver Boulevard, 2nd floor
Culver City, California, 90232
Party Representative: Charles Herbertson, Public Works Director
Phone No. (310) 253-5630
Fax: (310) 253-5619

California Department of Transportation

California Department of Transportation, District 07 (Caltrans)
Design Division, Stormwater Unit
100 South Main Street, Suite 100, MS 13
Los Angeles, CA 90012
Party Representative. Bob Wu, Senior Transportation Engineer
robert_wu@dot.ca.gov
Phone No.: (213) 897-8636
Fax: (213) 897-0205

Exhibit B

Monitoring Locations and Frequency

Exhibit B

• Monitoring Locations and Frequency

Monitoring Location	Sub-Watershed	Location	Sampling Frequency		Lat.	Long.	Thomas Guide	% of Total Drainage Area	Comments
			Ambient	Effectiveness					
MdR-1	4	Manhole, Underground	N/A	Wet-weather event / Both	33.997	118.453	672:A5	10.4%	Penmar Ave and Victoria Ave. Southbound on Penmar Ave.
MdR-2	4	Manhole, Underground	N/A	Wet-weather event / Both	33.994	118.451	672:A5	20.2%	Venice Blvd and Penmar Ave. 200 ft south on Penmar Ave
MdR-3	4	LFD project No. 5243	Wet-weather event / Storm-water quality only	Wet-weather event / Both	33.989	118.450	672:A6	40.9%	Washington Blvd and Thatcher Ave
MdR-4	4	LFD project No. 3872	Wet-weather event / Storm-water quality only	Wet-weather event / Both	33.986	118.453	672:A6	16.5%	At the pump house at the east end of the OFCB
MdR-5	3	LFD project No. 3874	Wet-weather event / Storm-water quality only	Wet-weather event / Both	33.985	118.459	671:J6	6.7%	At the existing Boone-Olive Pump Station control house

Exhibit C

Cost Tables

Marina del Rey Harbor Toxic Pollutants TMDL COST TABLE

TABLE 1
PROGRAM COST

TASK INFORMATION		Year 1 COST	Year 2 COST	Year 3 COST
Task	Description			
	Monitoring Program			
1	Dry-Weather Monitoring Program	\$660,600	\$503,800	\$503,800
2	Storm Water Monitoring Program	\$499,088	\$630,840	\$588,672
	Special Studies Program			
3	TMDL Special Studies	\$0	\$500,000	\$0
Total Program Costs		\$1,159,688	\$1,634,640	\$1,092,472
4	Agencies ¹ share of Contract Mgt. Cost ²	\$115,969	\$163,464	\$109,247
Grand Total		\$1,275,657	\$1,798,104	\$1,201,719

Notes

¹ Responsible Agencies are County of Los Angeles, City of Los Angeles, City of Culver City, and Caltrans.

² The Los Angeles County Flood Control District manages the contract on behalf of the responsible agencies.

TABLE 2
AGENCY COST SHARE

Agency		County of Los Angeles ²	City of Los Angeles	City of Culver City	Caltrans	Total
Jurisdictional Area (Acres)		816	983	37	19	1855
Jurisdictional % of the Marina Del Rey Watershed		44	53	2	1	100
YEAR	DESCRIPTION	County of Los Angeles ²	City of Los Angeles	City of Culver City	Caltrans	Total
Year 1	Program Cost (Monitoring and Special Studies)	\$510,263	\$614,635	\$23,194	\$11,597	\$1,159,688
	Contract Mgt Cost¹	\$51,026	\$61,463	\$2,319	\$1,160	\$115,969
	Total Cost	\$561,289	\$676,098	\$25,513	\$12,757	\$1,275,657
Year 2	Program Cost (Monitoring and Special Studies)	\$719,242	\$866,359	\$32,693	\$16,346	\$1,634,640
	Contract Mgt Cost¹	\$71,924	\$86,636	\$3,269	\$1,635	\$163,464
	Total Cost	\$791,166	\$952,995	\$35,962	\$17,981	\$1,798,104
Year 3	Program Cost (Monitoring and Special Studies)	\$480,688	\$579,010	\$21,849	\$10,925	\$1,092,472
	Contract Mgt Cost¹	\$48,069	\$57,901	\$2,185	\$1,092	\$109,247
	Total Cost	\$528,756	\$636,911	\$24,034	\$12,017	\$1,201,719
Grand Total		\$1,881,211	\$2,266,004	\$85,510	\$42,755	\$4,275,480

Notes

¹ Los Angeles County Flood Control District manages the contract on behalf of the above Responsible Agencies

² County of Los Angeles Unincorporated Area (jurisdictional area)

