Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
October 22, 2024
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 845 6036 0221
3. Passcode: 730017

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the October 8, 2024 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Annual Purchase Orders with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Supplies. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed $600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WjI9cGbSLd0
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. PW 25-26. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed $500,000 for on-call traffic signal repairs and services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PEjfBDttd28
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Update on Mobile Car Washing Regulations and Enforcement. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee receive and file an update on mobile car washing regulations and enforcement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/qN8TGCKFwC8
Contact: Michael Wolfe, Jeff Pengilley, (805) 385-8055, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: October 22, 2024

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the October 8, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 08 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
October 8, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the September 24, 2024 regular meeting as presented.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department
   SUBJECT: Annual Purchase Orders with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.
   RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Badger Meter, Inc. for a total amount not to exceed value of $975,000 through June 30, 2029, for the supply of Advanced Metering Infrastructure (AMI) Capable Water Meters.

Timothy Beaman, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

It was moved by Chair Perello, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion

carried 3-0.

2. Public Works Department

SUBJECT: Amend Department-Wide Blanket Purchase Orders for a Not to Exceed (NTE) Amount Greater than $200,000 Each.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to amend purchase orders, consistent with the City's purchasing requirements, with the following vendors:

1. Allstar Fire Equipment Co. for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
2. Amazon.com Services LLC for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025;
3. Applied Industrial Technologies for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
4. Bauer Compressors, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
5. Grainger, Inc. for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
6. Hach Company for an additional $135,000 for a new not to exceed amount of $285,000 through June 30, 2025;
7. Home Depot U.S.A., Inc. for an additional $200,000 for a new not to exceed amount of $400,000 through June 30, 2025;
8. L.N. Curtis & Sons for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
9. Lowes for an additional $250,000 for a new not to exceed amount of $450,000 through June 30, 2025;
10. O'Reilly for an additional $50,000 for a new not to exceed amount of $250,000 through June 30, 2025;
11. Office Depot, Inc. for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025;
12. Sunbelt Rentals, Inc. for an additional $125,000 for a new not to exceed amount of $325,000 through June 30, 2025;
13. Ventura County Auto Supply (NAPA) for an additional $100,000 for a new not to exceed amount of $300,000 through June 30, 2025; and
14. Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional $150,000 for a new not to exceed amount of $350,000 through June 30, 2025.

Timothy Beaman, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

It was moved by Member Valenzuela, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

3. Public Works Department
SUBJECT: Agreement 32500106 with UniFirst Corporation for Uniform Rental and Laundry Services for Public Works.
RECOMMENDATION: That the Public Works and Transportation Committee recommended that the City Council approve and authorize the Mayor to execute an Agreement with UniFirst Corporation for an initial three-year term from November 1, 2024, to October 31, 2027, with the option for two consecutive one-year period extensions ending October 31, 2029, for a total amount not to exceed $1,090,000 for uniform rental and laundry services for various City Departments utilizing Sourcewell contract #011124-UFC.

Brian Yanez, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

It was moved by Member Zaragoza, seconded by Member Valenzuela, to approve the recommended action as presented. VOTE: Perello, Valenzuela, and Zaragoza voted in favor, the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello asked staff to provide a report which lists any reported dumping of items along Patterson Boulevard, between Teal Club and Doris Avenue.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:02 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: October 22, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Supplies. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed $600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WjI9cGbSLd0

BACKGROUND

Bypass Pumping

The Wastewater Division operates and maintains over 400 miles of underground sewer pipes and 15 lift stations. As part of regular operation, the Wastewater Division often requires portable pumps to conduct bypass pumping. Bypass pumping is a temporary process used to divert the flow of wastewater around a specific section of a sewer or treatment system and is typically done when maintenance, repairs, or construction work needs to be carried out. Portable pumps ensure an uninterrupted flow of wastewater in the treatment and collection systems without causing overflows and permit violations. The division currently owns one portable sewage pump.

Fats, Oils, and Grease

The Wastewater Division operates digesters that break down organic matter through a process called anaerobic digestion. Through this process, biogas is produced, which consists primarily of methane gas. The biogas is a renewable fuel source used to power the cogeneration facility, which produces electricity used within the Oxnard Water Resource Recovery Facility (WRRF).

In 2024, a study was conducted to determine the feasibility of the WRRF's ability to accept fats, oils, and grease (FOG) from restaurants and other commercial establishments. This study determined that the WRRF has sufficient digester capacity to accept up to 50,000 gallons per day of FOG. The benefits of accepting FOG include the production of additional digester gas and to provide a service and location for local FOG haulers to dispose of their waste at a yet-to-be-determined tipping fee. To accomplish this, the WRRF would require the

installation of a FOG receiving station, which would accept and convey FOG into the digesters.

DISCUSSION

Portable Pump

A critical function required to operate a reliable and safe wastewater system is to be able to respond to a multitude of potential emergencies. Included in fulfilling the ability to respond to emergencies anywhere in the system is sufficient portable pumping. The Wastewater Division requests the purchase of a trailer-mounted Vaughan chopper pump to add to our emergency response capabilities. The Vaughan chopper pump is reliable and capable of performing well in various situations. The pump is identical to an existing unit already in use by the Wastewater Division, allowing for streamlined maintenance and repair by utilizing shared components across both pumps. Owning a second portable chopper pump will decrease the reliance on rental pumps which ensures quicker response times and minimal operational disruptions. This portable chopper pump costs $128,328.25 with a lead time of 10-12 weeks. Rockwell is the appointed representative and distributor of Vaughan brand products in the Oxnard region.

FOG Station

The WRRF's digestion capacity was evaluated to determine the amount of FOG the WRRF could receive without expanding its digestion capacity. The study determined that the digesters can accept up to 50,000 gallons per day of FOG. The WRRF has three anaerobic digesters: Digesters Nos. 1 and 3 are currently operational, and Digester No. 2 is being refurbished and is anticipated to go back online by the end of 2024.

As part of the study, a survey was conducted of local FOG haulers to determine the commercial need to accept FOG. It was clear that the service is needed locally and will benefit our local restaurants, FOG haulers, and the WRRF.

Ultimately, to properly receive FOG at the WRRF a permanent facility may be required and take many years to design, build, and fund. As an interim step, the Wastewater Division is recommending the purchase of a package FOG receiving station that will expedite the ability to receive FOG and allow for testing to determine if a permanent facility is required. The test phase will determine if adding FOG into the digesters causes any unforeseen operational issues. During this initial testing phase, detailed operational costs will be tracked closely to confirm assumptions made in the FOG study. A tipping fee will be charged to the haulers on a per-gallon basis to offset the capital and operational costs. It is estimated that the tipping fees will cover the capital cost of the equipment within the first year of full operation. If testing is successful it is anticipated that this new public service will become permanent, providing a new, continuous revenue stream. The cost for this FOG receiving station is $108,036.41 with a lead time of 6-8 weeks. Rockwell is the appointed representative and distributor of BOERGER brand products in the Oxnard region. The decision to proceed with a permanent installation will be based on operations, maintenance, and the volume of waste delivered to the recommended package FOG receiving station.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of this Purchase Order with Rockwell shall not exceed $600,000 through June 30, 2026, for supplies. The estimated spending plan for FY 2024-25 is $250,000, and sufficient appropriations are included in the Fiscal Year 2024-25 Adopted Budget within the Wastewater operating division (account 6113615-56040) for these supplies. Subsequent year allocations will be requested during the annual budget process.

ESTIMATED SPENDING PLAN			
ACCOUNT	**FY 24-25**	**FY 25-26**	**TOTAL**
6113615-56040	$250,000	$350,000	$600,000

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. FOG STATION QUOTE
2. CHOPPER PUMP QUOTE
3. Presentation

ROCKWELL ENGINEERING & EQUIPMENT CO.

2913 El Camino Real STE #337
Tustin, CA 92782
+17145059700
www.rockwellengineering.com

QUOTE

ADDRESS
City Of Oxnard
6001 Perkins Rd.
Maria.Perez@Oxnard.Org
Oxnard, CA 93033

SHIP TO
City Of Oxnard
Wastewater Treatment Plant
6001 Perkins Road
Oxnard, CA 93033

QUOTE 48448
DATE 09/13/2024

MANUFACTURER
BOERGER

TERMS
NET 30

ITEM	DESCRIPTION	QTY	COST	TOTAL
BOERGER PUMP	BOERGER LIQUID RECEPTION SKID - MODEL HCL390 MULTICRUSHER - MODEL CL390 ROTARY LOBE PUMP - PER ATTACHED SPECIFICATIONS	1	97,745.00	97,745.00T
SHIPPING	SHIPPING CHARGES	1	1,250.00	1,250.00

QUOTE IS GOOD FOR 30 DAYS

SUBTOTAL	98,995.00
TAX	9,041.41
TOTAL	**$108,036.41**

Accepted By

Accepted Date

PROUDLY SERVING OUR CUSTOMERS FOR OVER 30 YEARS!

ROCKWELL ENGINEERING & EQUIPMENT CO.

2913 El Camino Real STE #337
Tustin, CA 92782
+17145059700
www.rockwellengineering.com

QUOTE

ADDRESS
City Of Oxnard
6001 Perkins Rd.
Maria.Perez@Oxnard.Org
Oxnard, CA 93033

SHIP TO
City Of Oxnard
Wastewater Treatment Plant
6001 Perkins Road
Oxnard, CA 93033

QUOTE 47490-1
DATE 08/05/2024

MANUFACTURER
VAUGHAN

TERMS
NET 30

ITEM	DESCRIPTION	QTY	COST	TOTAL
THE6W8-PP-TD2.9L4-T100-SA	VAUGHAN PORTABLE CHOPPER PUMP TRAILER - MODEL HE6W8 VAUGHAN CHOPPER PUMP - SOUND ATTENUATED - DUPLICATE EXISTING TRAILER - PER ATTACHED SCOPE	1	114,900.00	114,900.00T
SHIPPING	SHIPPING CHARGES - OUTBOUND	1	2,800.00	2,800.00
	LEAD TIME: 10 - 12 WEEKS FOB: TEMPE, AZ			

QUOTE IS GOOD FOR 30 DAYS

SUBTOTAL	117,700.00
TAX	10,628.25
TOTAL	**$128,328.25**

Accepted By

Accepted Date

PROUDLY SERVING OUR CUSTOMERS FOR OVER 30 YEARS!

Purchase Order with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Future Supplies

Jan Hauser, Wastewater Division Manager
Public Works Department

Public Works & Transportation Committee
October 22, 2024

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed $600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

Bypass Pumping - Chopper Pump

- The Wastewater Division operates and maintains over 400 miles of underground sewer pipes and 15 lift stations
- Wastewater Division often requires portable pumps to conduct bypass pumping
  - Is a temporary process used to divert the flow of wastewater
  - Conducted when maintenance, repairs, or construction work need to be carried out

BACKGROUND - CHOPPER PUMP

Wastewater bypass pumping during sewer failure

BACKGROUND - CHOPPER PUMP

Portable pumps ensure uninterrupted flow of wastewater in the treatment and collection systems without causing overflows and permit violations

The Wastewater Division currently owns one sewage pump

Wastewater Chopper Pump

BACKGROUND - FOG STATION

Fats, Oils, and Grease

- The Wastewater Division operates digesters which break down organic matter through a process called anaerobic digestion

- This process produces biogas
  - Consists primarily of methane gas
  - Is a renewable fuel source used to power the co-generation facility
  - Produces electricity for the Wastewater Division

BACKGROUND - FOG STATION

Wastewater Digesters. #1&3 operational. #2 back online at the end of 2024

BACKGROUND - FOG STATION

- A 2024 study determined the feasibility of the WRRF's ability to accept fats, oils, and grease (FOG)
  - FOG sources include restaurants and commercial establishments
- The study determined that the WRRF has sufficient digester capacity to accept up to 50,000 gallons per day of FOG
- Potential benefits include:
  - Production of additional biogas
  - Provide a service and location for local FOG haulers to dispose of their product
  - Revenue generated from FOG disposal
- To accomplish this, a FOG receiving station is required

DISCUSSION - CHOPPER PUMP

- The Wastewater Division recommends purchasing an additional Vaughan Chopper Pump
  - Increase the Wastewater Division's ability to respond to sewer failures and emergencies
  - Decrease the reliance on rental pumps
  - Allow for streamlined maintenance and sharing of components
- Rockwell is the appointed representative and distributor of Vaughan brand products in the Oxnard region
- The cost for this portable chopper pump is $128,328.25 with a lead time of 10-12 weeks

DISCUSSION - FOG STATION

- In 2024, The Wastewater Division conducted a Fats, Oils, and Grease (FOG) Study
  - The study determined that the digesters can accept up to 50,000 gallons per day of FOG
  - Determination that there is no local FOG receiving station

- To properly receive FOG at the WRRF a permanent facility may be required and take many years to design, build, and fund
  - As an interim step, the Wastewater Division recommends the purchase of a package FOG receiving station
  - Expedite the ability to receive FOG and allow for testing to determine if a larger permanent facility is required

DISCUSSION - FOG STATION

- The test phase will determine if adding FOG into the digesters causes any unforeseen operational issues
  - Detailed operational costs will be tracked closely to confirm assumptions made in the FOG study

- A tipping fee will be charged to the haulers on a per gallon basis to offset the capital and operational costs
  - Estimated that the tipping fees will cover the capital cost of the equipment within the first year of full operation

- If testing is successful it is anticipated that this new public service will become permanent, providing a new, continuous revenue stream

DISCUSSION - FOG STATION

- The Wastewater Division recommends purchasing a BORGER brand FOG receiving station
- Rockwell is the appointed representative and distributor of BOERGER brand products in the Oxnard region
- The cost for this FOG receiving station is $108,036.41 with a lead time of 6-8 weeks.

FINANCIAL IMPACT

- Total cost of these Purchase Orders with Rockwell shall not exceed $600,000 through June 30, 2026, for supplies
- Estimated spending plan for FY 2024-25 is $250,000
- Sufficient appropriations are included in the Fiscal Year 2024-25 Adopted Budget
- Subsequent year allocations will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: October 22, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. PW 25-26. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed $500,000 for on-call traffic signal repairs and services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PEjfBDttd28

BACKGROUND

The On-Call Traffic Signal Repair & Maintenance Services agreement will offer essential support to the Traffic Engineering staff for routine operations and emergency situations. The contractor will extend the capabilities of City staff by performing repairs that require specialized equipment or expertise beyond what is available in-house. In emergencies, the contractor will respond within one hour to address issues such as traffic signal damage from collisions or equipment failures. The City currently contracts out for these types of services and has done so for the past three years. In addition, prior to the on-call signal repair agreement, the City used individual contracts to perform similar work.

The agreement is for a not to exceed amount of $500,000. Work will be assigned through task orders issued by the Public Works Department. All work performed under this agreement will adhere to prevailing wage rates, and the contractor will supply all necessary labor, materials, equipment, and other incidentals for traffic signal repairs, maintenance, replacement, construction, and electrical services as directed by City staff.

Projects to be completed by the Contractor are categorized as follows:

Non-Scheduled Urgent Repair Work

Contractor must verbally respond within thirty minutes of telephone notification by the City. The contractor arrives at the site to assess the damage and provide an estimate for equipment repair or replacement, along with personnel costs pursuant to the identified hourly rates in the agreement. Public Works staff then reviews and agrees on the scope of work, followed by an email outlining the assessment and the agreed-upon charges. The contractor must be on the site within one hour of the notification and begin work as soon as an agreement to the

charges are made. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

Scheduled Repair and Maintenance Work

The contractor must verbally respond within four hours of notification by the City. The contractor communicates through telephone and email, providing a detailed proposal that outlines all charges and a schedule pursuant to the identified hourly rates in the agreement. Public Works staff must review and approve the proposed scope of work and schedule before the contractor proceeds with the work. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 p.m. unless otherwise agreed to by the City.

DISCUSSION

On August 23, 2024, the City's Purchasing Division conducted a formal solicitation for On-Call Traffic Signal Repair & Maintenance Services (PW 25-26), bids were due on September 12, 2024. Bid information was posted on the City's website and on www.publicpurchase.com.

The City received one responsive bid from Taft Electric Company. Upon review by City staff, it was determined that the bid was reasonable compared to prior contract costs. Taft Electric Company meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City. Taft Electric Company is the current service provider for the City and has been providing satisfactory work for the past three years.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement 32500200 with Taft Electric Company shall not exceed $500,000 over five years. Staff has projected the annual budget for this work to be approximately $100,000 per year. Funds have been included in the Fiscal Year 2024-25 Adopted Budget in the General Fund Traffic Signal Maintenance Division (account 1013102-53200) for these on-call services. Subsequent year allocations will be requested during the annual budget process.

ESTIMATED SPENDING PLAN							
ACCOUNT	**FY 24-25 (7 months)**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**FY 29-30 (5 months)**	**TOTAL**
1013102-53200	$50,000	$100,000	$100,000	$100,000	$100,000	$50,000	$500,000

Prepared by: Morgan Kessler, City Engineer, Kawkeb Said, Senior Engineer

ATTACHMENTS

1. Agreement 32500200
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND TAFT ELECTRIC COMPANY

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Taft Electric Company ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for On-Call Traffic Signal Repair & Maintenance Services throughout the City.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Taft Electric Company ("SERVICE PROVIDER"), a corporation of the State of California, located at 1694 Eastman Ave., Ventura, California 93003

3. TERM OF AGREEMENT: From: November 20, 2024 To: November 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $500,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Kawkeb Said
Title: Senior Engineer
Phone: 805-342-5581
Email: kawkeb.said@oxnard.org
Mailing Address (if differs from above):
214 South C Street
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Dave Norwine
Title: V.P. Traffic Operations
Phone: 805-642-0121
Email: dnorwine@taftelectric.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees

that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE

PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the

amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of

evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD		**TAFT ELECTRIC COMPANY**	
☐John C. Zaragoza, Mayor[1]	Date	Tony Valentino, President	Date
☐Jennifer Yates, [2] Purchasing Manager			
		Dave Norwine, V.P. of Traffic Operations[3]	Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Taft Electric Company)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Kawkeb Said / 805-342-5581 / kawkeb.said@oxnard.org

The Service Provider shall furnish all necessary labor, materials, equipment, and other incidental and appurtenant work to repair, maintain, replace, construct and service traffic signals, detectors, fiber and twisted-pair traffic signal interconnects as requested through Task Order and at locations throughout the City of Oxnard as directed by the Project Manager. Such services may include but are not limited to:

1. Inspect traffic signal equipment and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in signal cabinets.
3. Repair, maintain, or replace signal cabinets and/or components that exceed the useful life.
4. Repair, maintain, or replace signal poles, including foundations and standard required underground work.
5. Repair, maintain, or replace broken traffic signal conduits.
6. Repair, maintain, or replace traffic signal wiring.
7. Repair, maintain, or replace traffic signal detector loops.
8. Repair, maintain, or replace video detection equipment.
9. Repair, maintain, or replace fiber and/or twisted pair traffic signal interconnect and conduit. For any fiber activity, Service Provider shall be required to provide certification or subcontractor certified to work on fiber optic cables and equipment.
10. Any Work on service pedestals shall include reinstating electrical power to that service pedestal.
11. Provide temporary signaling equipment.
12. Obtain all necessary permits to complete any Task Order.

All Work shall comply with the City of Oxnard Traffic Signal Specifications, which will be supplied by the Traffic Engineering Division.

Schedule and Response Time

Service Provider shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Cost Sheet, Attachment "A".

Response time by the Service Provider shall be as stated below:

1. Non-Scheduled Urgent Repair Work:

Service Provider must verbally respond within thirty (30) minutes of telephone notification by the City. Service Provider must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

2. Scheduled Repair and Maintenance Work:

Service Provider must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and Service Provider before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 p.m. unless otherwise agreed to by the City.

Service Provider Requirements

Service Provider's field electricians shall be California Certified Electricians per the Division of Apprenticeship standards. A State certified electrician shall be present during any electrical Work.

Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Rates for the Work performed under each Task Order shall not exceed the rates specified in the Bid Sheets attached hereto as Exhibit A. The Task Order may include all materials, labor, and taxes; if it does not, the Service Provider shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract. Service Provider's markup on the purchase of materials or rental of equipment used for each Task Order shall not exceed fifteen percent (15%) of the Service Provider's costs. If a permit is required to complete any Task Order, then Service Provider may invoice for the actual permit cost and Service Provider's markup which shall not exceed fifteen percent (15%) for Service Provider's cost to obtain the permit. Service Provider is required to itemize hours worked, materials used, and number of hours and type of rented equipment used to complete each Task Order. Service Providers invoice shall include such itemizations along with backup evidencing the basis for the fifteen percent (15%) markup on purchased materials, equipment rental, and permits.

Service Provider's hourly rate shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Taft Electric Company)

SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION						
Item No.	Description	Unit	Scheduled Work Hourly Rate Monday- Friday 8:00 am - 5:00 pm 4-hour response time	Non-Scheduled Urgent Work Hourly Rate Monday-Friday 8:00 am - 5:00 pm I-hour response time	Non-Scheduled Urgent Work Hourly Rate Monday-Friday 5:01 pm - 7:59 am Weekends and Holidays I-hour response time	Total Hourly Rates
1	Crane Boom Truck	HR	$ 110.12	$110.12	$ 110.12	$ 330.36
2	Backhoe	HR	$ 100.05	$ 100.05	$ 100.05	$ 300.15
3	Bucket Truck	HR	$ 56.36	$ 56.36	$ 56.36	$ 169.08
4	Utility Truck	HR	$ 62.36	$ 62.36	$ 62.36	$ 187.08
5	Wire Trailer	HR	$ 2.08	$ 2.08	$ 2.08	$ 6.24
6	Loop Saw	HR	$ 62.36	$ 62.36	$ 62.36	$ 187.08
7	Hot Melt Trailer	HR	$ 20.32	$ 20.32	$ 20.32	$ 60.96
8	Air Compressor	HR	$ 31.59	$ 31.59	$ 31.59	$ 94.77
9	Boring Machine	HR	$ 402.50	$ 402.50	$ 402.50	$ 1,207.50
10	Electrician	HR	$ 126.52	$ 213.75	$ 267.07	$ 607.34
11	Traffic Technician	HR	$ 118.39	$201.58	$ 250.87	$ 570.84
12	Laborer	HR	$ 104.14	$ 170.70	$ 203.35	$478.19
Total Bid Price						$4,199.59

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Taft Electric Company)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

9/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. □ Per Occurrence □ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
□ COMMERCIAL GENERAL LIABILITY □ Claims Made
□ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
□ OWNERS & CONTRACTORS PROTECTIVE □ Occurrence

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE DAMAGE		
□ _____		
□ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 9/24 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Taft Electric Company)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Taft Electric Company)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. 25-26

Public Works & Transportation Committee
October 22, 2024

Kawkeb Said
Interim City Traffic Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed $500,000 for on-call traffic signal repairs and services.

BACKGROUND

- The On-Call Traffic Signal Repair & Maintenance Services agreement will offer essential support to the Traffic Engineering operations and extend capabilities by performing repairs that require specialized equipment and/or expertise, for both routine and emergency situations.

- In emergencies, the contractor will respond within one hour to address issues such as traffic signal damage from collisions or equipment failures.

- The City currently contracts out these types of services and has done so for the past three years. Prior to the on-call signal repair agreement, the City used individual contracts to perform similar work.

BACKGROUND

Projects to be completed by Contractor are categorized as follows:

Non-Scheduled Urgent Repair Work

- Contractor must verbally respond within thirty minutes of telephone notification by the City and must be on site within an hour.
- The contractor will assess the damage and provide an estimate that must be mutually agreed upon by the City.

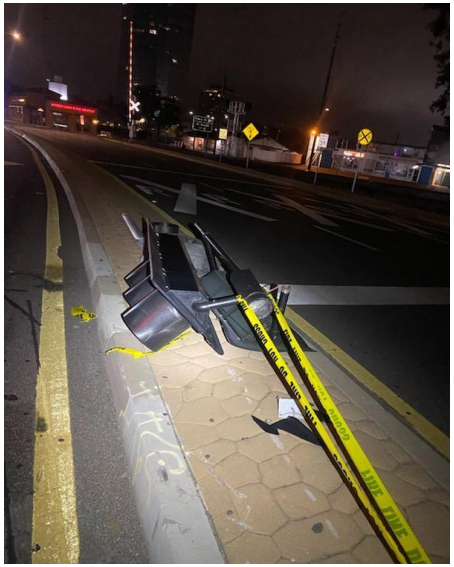
Scheduled Repair and Maintenance Work

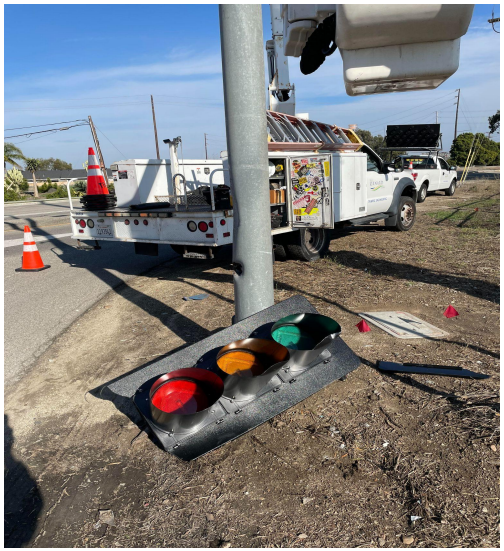
- Contractor must verbally respond within four hours of telephone notification by the City.
- Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

BACKGROUND

- The agreement is for a not to exceed amount of $500,000. Work will be assigned through task orders issued by the Public Works Department.

- All work performed under this agreement will adhere to prevailing wage rates, and the contractor will supply all necessary labor, materials, equipment, and other incidentals for traffic signal repairs, maintenance, replacement, construction, and electrical services as directed by City staff.





Damaged Equipment

DISCUSSION

- On August 23, 2024, the City's Purchasing Division conducted a formal solicitation (PW25-26), with bids due on September 12, 2024.

- The City received one responsive bid from Taft Electric Company. Upon review by City staff, it was determined that the bid was reasonable compared to prior contract costs.

- Taft Electric Company meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

FINANCIAL IMPACT

- Total cost for this Agreement 32500200 with Taft Electric Company shall not exceed $500,000 over five years.

- Staff has projected the annual budget for this work to be approximately $100,000 per year.

- Funds have been included in the Fiscal Year 2024-25 Adopted Budget in the General Fund Traffic Signal Maintenance Division for these on-call services.

- Subsequent year allocations will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: October 22, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Update on Mobile Car Washing Regulations and Enforcement. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee receive and file an update on mobile car washing regulations and enforcement.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/qN8TGCKFwC8

BACKGROUND

The City of Oxnard operates under a Regional Phase 1 Municipal Separate Storm Sewer System (MS4) permit, a regulatory requirement for communities with populations of 100,000 or more, imposed by the State of California. The MS4 permit is designed to protect our waterways by minimizing the discharge of harmful pollutants into the waters of the United States, with the ultimate goal of preserving water quality and the environment. The current MS4 permit, which took effect on September 11, 2021, consolidates three previous stormwater permits—Los Angeles County, Ventura County, and the City of Long Beach—into a unified regional permit.

Mobile car washing can be classified into two categories: commercial and non-commercial, each with its own set of regulatory requirements and enforcement actions. An example of non-commercial car washing is residents washing their vehicles at home. Commercial car washing are businesses that offer car washing for a cost and are required to obtain a business tax certificate from the city.

DISCUSSION

Regulatory - MS4 Permit

The Oxnard MS4 permit outlines exempt and non-exempt stormwater discharge activities in Section 3b on page 13. Under this section, non-commercial car washing is classified as an exempt activity, allowing Oxnard residents to wash their own vehicles and discharge into the stormwater system, provided they adhere to the requirements listed in Table 5 on page 21 of the MS4 permit and the City's water conservation requirements. Commercial mobile car washing activities however are non-exempt and unable to discharge into the stormwater system. Commercial entities must capture the wash water and discharge it at a legal point of disposal.

The following provides sections from the MS4 Permit that discuss exempt stormwater discharge activities as well as conditional requirements. Oxnard residents who wish to discharge into the stormwater system for noncommercial car washing must meet the following requirements:

Conditionally Exempt Non-Essential Non-Stormwater Discharges. Section 3b Page 13

The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:

i. Dewatering of lakes;
ii. Landscape irrigation;
iii. Dechlorinated/debrominated swimming pool/spa discharges not otherwise regulated by a separate NPDES permit;
iv. Dewatering of decorative fountains;
v. Non-commercial car washing by residents or by non-profit organizations;
vi. Street/sidewalk wash water

Table 5 - Required Conditions for Conditionally Exempt Non-Stormwater Discharges. Page 21

Discharge Category	General Conditions for Exempt MS4 Dischargers	Requirements/required BMPs prior to discharge through the MS4
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as manual nozzles and turning off the hose when not spraying a car and using a low-volume pressure washer. Encourage use of biodegradable, phosphate-free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).

Regulatory - Oxnard Ordinance

The City of Oxnard Ordinance further specifies discharge prohibitions and requirements under Chapter 22 Article XII. Under this ordinance, commercial and industrial operations are prohibited from discharging into the storm drain system and must dispose of wash water at a legal point of disposal (i.e sewer).

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS
The following discharges are prohibited from entering the storm drain system:
(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

SEC. 22-224. BEST MANAGEMENT PRACTICES

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

Enforcement

Code Compliance (CC) inspectors continue to respond to complaints regarding car wash and other unpermitted vendors, although several challenges to effective enforcement persist due to a number of factors. These include:

a) The lack of Code Compliance authority to compel identification from vendors which is necessary to issue an administrative citation
b) Code Compliance cannot compel a vendor to leave their location;
c) Vendors who leave and return a short time later due to their knowledge of limited staff resources for follow-up visits.

City of Oxnard Code of Ordinances

When a mobile car wash vendor does provide identification, staff can issue an Administrative Citation for the following:

11-4(A) *Business tax certificate required (any business in city) – If not already licensed.*
11-20(C) *Issued license sticker must be affixed to vehicle (should have current year) – If not attached.*

Chapter 11: These sections fall under the authority of the collector for the Billing and Licensing Division of the Finance Department.

22-224(C)(1) *Mobile car wash full capture containment required. – If not in use at time of contact.*
22-219(B) *Discharges from mobile auto washing. – If runoff can be verified*

Chapter 22: these codes are specific to water regulations.

Enforcement of regulations pertaining to unpermitted car wash vendors can require the involvement of multiple City departments which can include:

- Oxnard Police Department - the ability to compel identification, calm aggressive vendors, and to address trespassing when the private property owner has authorized them to do so.
- Code Compliance - staff trained to enforce all aspects of City Code and track cases. Staff authorized to issue citations.
- Public Works Technical Services and Water Quality staff - Subject matter experts regarding unpermitted discharges into the storm drain system.
- Billing and Licensing staff - department has a full-time code inspector to address licensing issues.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact on the receiving and filing of this update.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. MS4 Permit
2. Presentation

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

320 W. 4th Street, Suite 200, Los Angeles, California, 90013
(213) 576 - 6600; MS4stormwaterRB4@waterboards.ca.gov
http://www.waterboards.ca.gov/losangeles

REGIONAL PHASE I MS4 NPDES PERMIT

ORDER NO. R4-2021-0105
NPDES PERMIT NO. CAS004004

WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA COUNTIES

The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County (hereinafter referred to separately as Permittees and jointly as Dischargers) are subject to waste discharge requirements (WDRs) for their municipal separate storm sewer system (MS4)[1] discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater as set forth in this Order.

Table 1. Discharger Information

Dischargers	The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 incorporated cities within Ventura County (see Table 2 and Table 3).
Name of Facility	Municipal Separate Storm Sewer Systems (MS4s) per 40 CFR § 122.26(b)(8) within the Los Angeles Region
Facility Contacts, Titles, Addresses, and Phone Numbers	Available through the Stormwater Multiple Application and Report Tracking System (SMARTS)[2] at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml
The U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) have classified the MS4s located in the Los Angeles Region as a large phase I municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2.	

Table 2. Facility Information for Ventura County Permittees

Permittee (SMARTS WDID)	Physical Address
Ventura County Watershed Protection District	800 S. Victoria Ave.

[1] See Attachment A for definitions of terms, acronyms, and abbreviations used in the Order and all other attachments.

[2] SMARTS provides a platform where dischargers, regulators, and the public can enter, manage, and view stormwater data including permit applications and compliance and monitoring data associated with NPDES permits for stormwater discharges issued by the State of California. SMARTS is compliant with U.S. EPA's Cross-Media Electronic Reporting Rule, which sets requirements for electronic reporting of NPDES permit-related submittals.

Permittee (SMARTS WDID)	Physical Address
(4 56M1000326)	Ventura CA, 93009
Ventura County (4 56M1000183)	800 S. Victoria Ave. Ventura CA, 93009
Camarillo (4 56M1000173)	601 Carmen Drive Camarillo, CA 93010
Fillmore (4 56M1000174)	250 Central Ave. Fillmore, CA 93015
Moorpark (4 56M1000175)	799 Moorpark Ave, Moorpark, CA 93021
Ojai (4 56M1000176)	408 South Signal Street Ojai, CA 93023
Oxnard (4 56M1000177)	305 West Third Street Oxnard, CA 93030
Port Hueneme (4 56M1000178)	250 North Ventura Road Port Hueneme, CA 93041
Santa Paula (4 56M1000179)	970 Ventura Street Santa Paula, CA 93060
Simi Valley (4 56M1000180)	2929 Tapo Canyon Road Simi Valley, CA 93063
Thousand Oaks (4 56M1000181)	2100 Thousand Oaks Boulevard Thousand Oaks, CA 91362
Ventura[3] (4 56M1000182)	501 Poli Street Ventura, CA 93001

Table 3. Facility Information for Los Angeles County Permittees

Permittee (SMARTS WDID)	Physical Address
Los Angeles County Flood Control District (4 19M1000134)	900 South Fremont Avenue Alhambra, CA 91803
County of Los Angeles (4 19M1000133)	900 South Fremont Avenue Alhambra, CA 91803
Agoura Hills (4 19M1000086)	30001 Ladyface Court Agoura Hills, CA 91301
Alhambra (4 19M1000087)	111 South First Street Alhambra, CA 91801
Arcadia (4 19M1000088)	11800 Goldring Road Arcadia, CA 91066-6021
Artesia (4 19M1000089)	18747 Clarkdale Avenue Artesia, CA 90701
Azusa (4 19M1000090)	213 East Foothill Boulevard Azusa, CA 91702

[3] Formerly referred to as San Buenaventura.

Permittee (SMARTS WDID)	Physical Address
Baldwin Park (4 19M1000091)	14403 East Pacific Avenue Baldwin Park, CA 91706
Bell (4 19M1000092)	6330 Pine Avenue Bell, CA 90201
Bell Gardens (4 19M1000093)	8327 Garfield Avenue Bell Gardens, CA 90201-3293
Bellflower (4 19M1000094)	16600 Civic Center Drive Bellflower, CA 90706
Beverly Hills (4 19M1000095)	455 North Rexford Drive Beverly Hills, CA 90210
Bradbury (4 19M1000096)	600 Winston Avenue Bradbury, CA 91008
Burbank (4 19M1000097)	275 East Olive Avenue Burbank, CA 91502
Calabasas (4 19M1000098)	100 Civic Center Way Calabasas, CA 91302
Carson (4 19M1000099)	701 East Carson Street Carson, CA 90745
Cerritos (4 19M1000100)	18125 Bloomfield Avenue Cerritos, CA 90703-3130
Claremont (4 19M1000102)	207 Harvard Avenue Claremont, CA 91711
Commerce (4 19M1000103)	2535 Commerce Way Commerce, CA 90040
Compton (4 19M1000104)	205 South Willowbrook Avenue Compton, CA 90220
Covina (4 19M1000105)	125 East College Street Covina, CA 91723
Cudahy (4 19M1000106)	5220 Santa Ana Street Cudahy, CA 90201
Culver City (4 19M1000107)	9770 Culver Boulevard Culver City, CA 90232
Diamond Bar (4 19M1000108)	21810 East Copley Drive Diamond Bar, CA 91765
Downey (4 19M1000109)	11111 Brookshire Avenue Downey, CA 90241
Duarte (4 19M1000110)	1600 Huntington Drive Duarte, CA 91010
El Monte (4 19M1000111)	11333 Valley Boulevard El Monte, CA 91731
El Segundo (4 19M1000112)	350 Main Street El Segundo, CA 90245
Gardena	1700 West 162nd Street

Permittee (SMARTS WDID)	Physical Address
(4 19M1000113)	Gardena, CA 90247-3732
Glendale (4 19M1000114)	Engineering Section 633 East Broadway, Room 209 Glendale, CA 91206
Glendora (4 19M1000115)	116 East Foothill Boulevard Glendora, CA 91741
Hawaiian Gardens (4 19M1000116)	21815 Pioneer Boulevard Hawaiian Gardens, CA 90716
Hawthorne (4 19M1000117)	4455 West 126th Street Hawthorne, CA 90250
Hermosa Beach (4 19M1000118)	1315 Valley Drive Hermosa Beach, CA 90254
Hidden Hills (4 19M1000119)	6165 Spring Valley Road Hidden Hills, CA 91302
Huntington Park (4 19M1000120)	6550 Miles Avenue Huntington Park, CA 90255
Industry (4 19M1000101)	15625 East Stafford Street, Suite 100 Industry, CA 91744
Inglewood (4 19M1000121)	1 W. Manchester Boulevard, 3rd Floor Inglewood, CA 90301-1750
Irwindale (4 19M1000122)	5050 North Irwindale Avenue Irwindale, CA 91706
La Cañada Flintridge (4 19M1000123)	One Civic Center Dr. La Cañada Flintridge, CA 91011
La Habra Heights (4 19M1000124)	1245 North Hacienda Road La Habra Heights, CA 90631
La Mirada (4 19M1000125)	13700 La Mirada Boulevard La Mirada, CA 90638
La Puente (4 19M1000126)	15900 East Main Street La Puente, CA 91744
La Verne (4 19M1000127)	3660 “D” Street La Verne, CA 91750
Lakewood (4 19M1000128)	5050 Clark Avenue Lakewood, CA 90712
Lawndale (4 19M1000129)	14717 Burin Avenue Lawndale, CA 90260
Lomita (4 19M1000130)	24320 Narbonne Avenue Lomita, CA 90717
Long Beach (4 19M1000131)	333 West Ocean Boulevard, 9th Floor Long Beach, CA 90802
Los Angeles (4 19M1000132)	1149 S. Broadway, 10th Floor Los Angeles, CA 90015
Lynwood	11330 Bullis Road

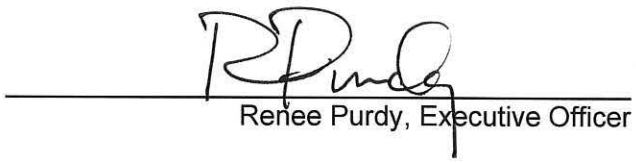
Permittee (SMARTS WDID)	Physical Address
(4 19M1000135)	Lynwood, CA 90262
Malibu (4 19M1000136)	23825 Stuart Ranch Road Malibu, CA 90265-4861
Manhattan Beach (4 19M1000137)	1400 Highland Avenue Manhattan Beach, CA 90266
Maywood (4 19M1000138)	4319 East Slauson Avenue Maywood, CA 90270
Monrovia (4 19M1000139)	415 South Ivy Avenue Monrovia, CA 91016
Montebello (4 19M1000140)	1600 West Beverly Boulevard Montebello, CA 90640
Monterey Park (4 19M1000141)	320 West Newmark Avenue Monterey Park, CA 91754
Norwalk (4 19M1000142)	12650 East Imperial Highway Norwalk, CA 90650
Palos Verdes Estates (4 19M1000143)	340 Palos Verdes Drive West Palos Verdes Estates, CA 90274
Paramount (4 19M1000144)	16400 Colorado Avenue Paramount, CA 90723
Pasadena (4 19M1000145)	100 North Garfield Avenue Pasadena, CA 91101
Pico Rivera (4 19M1000146)	6615 Passons Boulevard Pico Rivera, CA 90660
Pomona (4 19M1000147)	505 South Garey Avenue Pomona, CA 91766
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275
Redondo Beach (4 19M1000149)	415 Diamond Street Redondo Beach, CA 90277
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274
Rosemead (4 19M1000152)	8838 East Valley Boulevard Rosemead, CA 91770
San Dimas (4 19M1000153)	245 East Bonita Avenue San Dimas, CA 91773
San Fernando (4 19M1000154)	117 Macneil Street San Fernando, CA 91340
San Gabriel (4 19M1000155)	425 South Mission Drive San Gabriel, CA 91776
San Marino (4 19M1000156)	2200 Huntington Drive San Marino, CA 91108

Permittee (SMARTS WDID)	Physical Address
Santa Clarita (4 19M1000157)	23920 Valencia Boulevard, Suite 300 Santa Clarita, CA 91355
Santa Fe Springs (4 19M1000158)	11710 East Telegraph Road Santa Fe Springs, CA 90670
Santa Monica (4 19M1000159)	1685 Main Street Santa Monica, CA 90401
Sierra Madre (4 19M1000160)	232 West Sierra Madre Boulevard Sierra Madre, CA 91024
Signal Hill (4 19M1000161)	2175 Cherry Avenue Signal Hill, CA 90755-3799
South El Monte (4 19M1000162)	1415 North Santa Anita Avenue South El Monte, CA 91733
South Gate (4 19M1000163)	8650 California Avenue South Gate, CA 90280
South Pasadena (4 19M1000164)	1414 Mission Street South Pasadena, CA 91030
Temple City (4 19M1000165)	9701 Las Tunas Drive Temple City, CA 91780
Torrance (4 19M1000166)	3031 Torrance Boulevard Torrance, CA 90503
Vernon (4 19M1000167)	4305 South Santa Fe Avenue Vernon, CA 90058
Walnut (4 19M1000168)	21201 La Puente Road Walnut, CA 91789
West Covina (4 19M1000169)	1444 West Garvey Avenue South West Covina, CA 91790
West Hollywood (4 19M1000170)	8300 Santa Monica Boulevard West Hollywood, CA 90069
Westlake Village (4 19M1000171)	31200 Oak Crest Drive Westlake Village, CA 91361
Whittier (4 19M1000172)	13230 Penn Street Whittier, CA 90602

Table 4. Administrative Information

This Order was adopted on:	**July 23, 2021**
This Order shall become effective on:	**September 11, 2021**
This Order shall expire on:	**September 11, 2026**
In accordance with Title 23, Division 3, Chapter 9 of the California Code of Regulations and to Title 40, Part 122 of the Code of Federal Regulations (CFR), each Discharger shall file a Report of Waste Discharge as an application for reissuance of waste discharge requirements (WDRs) and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than:	**March 15, 2026**
In accordance with Section 2235.4 of Title 23 of the California Code of Regulations, the terms and conditions of an expired permit are automatically continued pending issuance of a new permit if all requirements of the federal NPDES regulations on continuation of the expired permit are complied with. Accordingly, if a new Order is not adopted by the expiration date above, then the Permittees shall continue to implement the requirements of this Order until a new one is adopted.	

I, Renee Purdy, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on **July 23, 2021**.



Renee Purdy, Executive Officer

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Attachment M – TMDLs in the Santa Clara River Watershed Management Area....M-1
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Attachment S – TMDLs in the Los Cerritos Channel and Alamitos Bay Watershed Management Area S-1

I. FACILITY INFORMATION

The 99 entities listed in Table 2 and Table 3 of this Order are the owners and/or operators[4] of Municipal Separate Storm Sewer Systems within the Los Angeles Region (hereinafter MS4 or Facility). References to the "discharger," "permittee," "co-permittee," or "municipality" in applicable federal and state laws, regulations, plans, or policy are held to be equivalent to references to the Dischargers or Permittees herein. Information describing the Permittees' MS4 within the Los Angeles Region (Facility) is summarized in Table 1, Table 2, and Table 3 of this Order and in the Fact Sheet (Attachment F). The Fact Sheet also includes information regarding the Permittees' permit applications. Attachment A lists definitions of terms, abbreviations, and acronyms used in this Order and all other attachments.

II. FINDINGS

The California Regional Water Quality Control Board, Los Angeles Region (hereinafter Los Angeles Water Board or Board), finds:

A. Legal Authorities – Federal Clean Water Act and California Water Code.

This Order serves as WDRs pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with section 13260). This Order is also issued pursuant to section 402 of the federal Clean Water Act (CWA) and implementing regulations adopted by the U.S. EPA and chapter 5.5, division 7 of the Water Code (commencing with section 13370). It shall serve as an NPDES permit authorizing the Dischargers to discharge into waters of the U.S. within the Los Angeles Region subject to the WDRs in this Order.

B. Background and Rationale for Requirements

The Los Angeles Water Board developed the requirements in this Order based on information submitted as part of the Permittees' reapplication packages, through monitoring and reporting programs, and other available information. In accordance with federal regulations at 40 CFR section 124.8, the Fact Sheet (Attachment F), which contains background information and the legal, policy and technical rationale for the requirements in this Order, is hereby incorporated into and constitutes Findings for this Order. Attachments A through E and G through S are also incorporated into this Order.

C. This Order, Regional MS4 Permit

This Order supersedes the previous Orders for the City of Long Beach, 86 Permittees in the coastal watersheds of Los Angeles County, and 12 Permittees in Ventura County to cover 99 Permittees within the coastal watersheds of the Los Angeles Region with one region-wide Phase I MS4 Permit (Regional MS4 Permit). This Order implements the federal Phase I NPDES Stormwater Program requirements. These federal requirements include three fundamental elements: (i) a requirement to effectively prohibit non-stormwater discharges through the MS4, (ii) requirements to implement controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable (MEP), and (iii) other provisions the Los Angeles Water Board has determined appropriate for the control of such pollutants.

D. Delegation of Authority to the Executive Officer

The Los Angeles Water Board by prior resolution has delegated broad authority to its Executive Officer to act on the Los Angeles Water Board's behalf pursuant to Water Code sections 7 and 13223. Therefore, the Los Angeles Water Board Executive Officer is authorized to act on the Los Angeles Water Board's behalf on all matters within this Order that have been delegated

[4] Owner or operator means the owner or operator of any facility or activity subject to regulation under the NPDES program (40 CFR § 122.2).

unless such delegation is unlawful under Water Code section 13223 or this Order explicitly states otherwise.

The Board authorizes the Executive Officer to make non-substantive changes to this Order to correct typographical errors, including correcting misspellings/grammar, ensuring correct cross-references, correcting formatting/numbering, and conforming changes made during the development and adoption of this Order that were inadvertently not carried through the entire Order. The Executive Officer shall provide public notice of any non-substantive changes.

E. Notification of Interested Parties

In accordance with state and federal laws and regulations, the Los Angeles Water Board has notified the Permittees and interested agencies and persons of its intent to prescribe WDRs for the discharges authorized by this Order and has provided them with an opportunity to submit their written and oral comments. Details of the notification, as well as the meetings and workshops held on the working proposal and drafts of the permit, are provided in the Fact Sheet (Attachment F) of this Order.

F. Consideration of Public Comment

The Los Angeles Water Board, in a public meeting, heard and considered all oral and written comments pertaining to the discharges authorized by this Order and the requirements contained herein. The Los Angeles Water Board has prepared written responses to all timely comments on the draft permit, which are included in the Administrative Record for this Order. Details of the public hearing are provided in the Fact Sheet (Attachment F) of this Order.

THEREFORE, IT IS HEREBY ORDERED that this Order supersedes Order No. R4-2010-0108, Order No. R4-2012-0175, and Order No. R4-2014-0024 except for enforcement purposes, and, in order to meet the provisions contained in division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the CWA and regulations and guidelines adopted thereunder, the Dischargers shall comply with the requirements in this Order. This action in no way prevents the Los Angeles Water Board from taking enforcement action for violations of the previous Orders.

In compliance with the judgment and writ of mandate in *Natural Resources Defense Council, Inc. and Los Angeles Waterkeeper v. State Water Resources Control Board and California Regional Water Quality Control Board, Los Angeles Region*, Los Angeles County Superior Court, Case No. BS156962, the issuance of this Order has the effect of setting aside Order No. R4-2012-0175 upon the effective date of this Order. This action to supersede Order No. R4-2012-0175 is not retroactive. Order No. R4-2012-0175 remains valid while it is still in effect, and violations are therefore subject to enforcement. This action also does not impact or affect any prior actions or determinations by the Los Angeles Water Board or its Executive Officer that implemented Order No. R4-2012-0175 including, but not limited to, actions or determinations related to watershed management programs (subject to State Water Board Order WQ 2020-0038), monitoring programs, and alternative biofiltration designs.

III. DISCHARGE PROHIBITIONS

A. Prohibitions – Non-Stormwater Discharges

1. **Prohibition of Non-Stormwater Discharges.** Each Permittee for the portion of the MS4 for which it is an owner or operator shall prohibit non-stormwater discharges through the MS4 to receiving waters.

2. **Exceptions to Prohibition of Non-Stormwater Discharges.** The following authorized and conditionally exempt non-stormwater discharges are not prohibited:

   a. Authorized non-stormwater discharges separately regulated by an individual or general NPDES permit;

   b. Authorized non-stormwater discharges separately regulated by a conditional waiver or WDRs for agricultural lands;

   c. Temporary non-stormwater discharges authorized pursuant to sections 104(a) or 104(b) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) that either: (i) will comply with water quality standards as applicable or relevant and appropriate requirements ("ARARs") under section 121(d)(2) of CERCLA; or (ii) are subject to either (a) a written waiver of ARARs pursuant to section 121(d)(4) of CERCLA or (b) a written determination that compliance with ARARs is not practicable considering the exigencies of the situation pursuant to 40 CFR. section 300.415(j)[5];

   d. Authorized non-stormwater discharges from emergency firefighting activities (i.e., discharges resulting from water use necessary for the protection of life or property from fire)[6];

   e. Natural flows including:

      i. Natural springs;

      ii. Flows from riparian habitats and wetlands;

      iii. Diverted stream flows, authorized by the State Water Board or Los Angeles Water Board;

      iv. Uncontaminated ground water infiltration[7];

      v. Rising ground waters, where ground water seepage is not otherwise covered by a NPDES permit[8];

   f. Conditionally exempt non-stormwater discharges in accordance with Parts III.A.3 and III.A.4 below.

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[5] These typically include short-term, high volume discharges resulting from the development or redevelopment of groundwater extraction wells, or federal or State-required compliance testing of potable water treatment plants, as part of an authorized groundwater remediation action under CERCLA.

[6] Discharges from vehicle washing, building fire suppression system maintenance and testing (e.g., sprinkler line flushing), fire hydrant maintenance and testing, and other routine maintenance activities are not considered emergency firefighting activities.

[7] Uncontaminated ground water infiltration is water other than wastewater that enters the MS4 (including foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow. (See 40 CFR § 35.2005(20).)

[8] A NPDES permit for discharges associated with ground water dewatering is required within the Los Angeles Region.

3. **Conditional Exemptions from Non-Stormwater Discharges Prohibition.** The following categories of non-stormwater discharges are exempt from the non-stormwater discharge prohibition, if (1) the Permittee ensures that all required conditions specified below, including in Table 5 of this Order, or other conditions specified and/or approved by the Los Angeles Water Board Executive Officer are met, and (2) the discharge is not a direct discharge into an Area of Special Biological Significance (ASBS) within the Los Angeles Region unless otherwise allowed in Part III.A.4 of this Order.

   a. **Conditionally Exempt Essential Non-Stormwater Discharges.** The following non-stormwater discharges are directly or indirectly required by other state or federal statutes and/or regulations, and are exempt from the discharge prohibition in Part III.A.1 of this Order:

      i. Discharges from essential *non-emergency* firefighting activities[9];

      ii. Discharges from drinking water systems that are not otherwise regulated by NPDES Permit No. CAG674001, NPDES Permit No. CAG140001, or another separate NPDES permit[10];

   b. **Conditionally Exempt Non-Essential Non-Stormwater Discharges.** The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:

      i. Dewatering of lakes[11];

      ii. Landscape irrigation;

      iii. Dechlorinated/debrominated swimming pool/spa discharges[12] not otherwise regulated by a separate NPDES permit;

      iv. Dewatering of decorative fountains[13];

      v. Non-commercial car washing by residents or by non-profit organizations;

      vi. Street/sidewalk wash water[14];

[9] This includes firefighting training activities, which simulate emergency responses, and routine maintenance and testing activities necessary for the protection of life and property, including building fire suppression system maintenance and testing (e.g., sprinkler line flushing) and fire hydrant testing and maintenance. Discharges from vehicle washing are not considered essential and as such are not conditionally exempt from the non-stormwater discharge prohibition.

[10] Drinking water system discharges means short-term or seasonal discharges from a drinking water system of water that has been dedicated for drinking water purposes. Discharges from drinking water systems include sources of flows from drinking water storage, supply and distribution systems (including flows from system failures), pressure releases, system maintenance, distribution line testing, and flushing and dewatering of pipes, reservoirs, and vaults, and minor non-invasive well maintenance activities not involving chemical addition(s).

[11] Dewatering of lakes does not include dewatering of drinking water reservoirs. Dewatering of drinking water reservoirs is addressed in Part III.A.3.a.ii of this Order.

[12] Conditionally exempt dechlorinated/debrominated swimming pool/spa discharges do not include swimming pool/spa filter backwash or swimming pool/spa water containing bacteria, detergents, wastes, or algaecides, or any other chemicals (including salts from pools commonly referred to as “saltwater pools”).

[13] Conditionally exempt discharges from dewatering of decorative fountains do not include fountain water containing bacteria, detergents wastes, or algaecides, or any other chemicals.

[14] Conditionally exempt non-stormwater discharges of street/sidewalk wash water only include those discharges resulting from use of high pressure, low volume spray washing using only potable water with no cleaning agents

vii. Short-term releases of potable water with no additives or dyes for filming purposes;

viii. Potable wash water used to clean reservoir covers.

4. Additional Provisions for Non-Stormwater Discharges to an ASBS. The following non-stormwater discharges to an MS4 with a direct discharge to an ASBS are allowed pursuant to the California Ocean Plan, provided that:

a. The non-stormwater discharge falls within any of the following categories:

i. One of the conditionally exempt essential non-stormwater discharge categories in Part III.A.3.a of this Order;

ii. Essential for emergency response purposes, structural stability, and slope stability, which may include but are not limited to the following discharges:

(a) Discharges associated with emergency firefighting operations (i.e., discharges resulting from water use necessary for the protection of life or property from fire)[15];

(b) Foundation and footing drains;

(c) Water from crawl space or basement pumps;

(d) Hillside dewatering.

iii. Naturally occurring discharges as follows:

(a) Naturally occurring groundwater seepage via a MS4;

(b) Non-anthropogenic flows from a naturally occurring stream via a culvert or MS4, as long as there are no contributions of anthropogenic runoff.

b. The non-stormwater discharge shall not cause or contribute[16] to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order or the water quality objectives in Chapter II of the Ocean Plan, or an undesirable alteration in natural ocean water quality in an ASBS.

5. Permittee Requirements. For conditionally exempt non-stormwater discharges, each Permittee shall:

a. Develop and implement procedures to ensure that a discharger, if not a named Permittee in this Order, fulfills the following for conditionally exempt non-stormwater discharges to the Permittee's MS4:

i. Notifies Permittee of the planned discharge in advance, where required in Table 5 of this Order or consistent with recommendations pursuant to the applicable BMP manual;

ii. Obtains any local permits required by the MS4 owner(s) and/or operator(s);

at an average usage of 0.006 gallons per square feet of sidewalk area in accordance with Los Angeles Water Board Resolution No. 98-08. Conditionally exempt non-stormwater discharges of street/sidewalk wash water do not include hosing of any sidewalk or street with a garden hose with a high pressure high volume nozzle.

[15] Discharges from vehicle washing, building fire suppression system maintenance and testing (e.g., sprinkler line flushing), fire hydrant maintenance and testing, and other routine maintenance activities are not considered emergency firefighting activities.

[16] Based on the water quality characteristics of the conditionally exempt non-stormwater discharge itself.

iii. Provides documentation that it has obtained any other necessary permits or water quality certifications[17] for the discharge;

iv. Conducts monitoring of the discharge, if required by the Permittee;

v. Implements BMPs and/or control measures as specified in Table 5 of this Order or in the applicable BMP manual(s) as a condition of the approval to discharge into the Permittee's MS4; and

vi. Maintains records of its discharge to the MS4, consistent with requirements in Table 5 of this Order or recommendations pursuant to the applicable BMP manual. For lake dewatering, the Permittee shall require that the following information is maintained by the lake owner / operator: name of discharger, date and time of notification, method of notification, location of discharge, discharge pathway, receiving water, date of discharge, time of the beginning and end of the discharge, duration of the discharge, flow rate or velocity, total number of gallons discharged, type(s) of sediment controls used, pH of discharge, type(s) of volumetric and velocity controls used, and field and laboratory monitoring data. These records shall be made available upon request by the Permittee or Los Angeles Water Board.

b. Maintain records of all conditionally exempt non-stormwater discharges greater than 100,000 gallons in an electronic database consistent with Table 5 of this Order.

c. Evaluate monitoring data collected pursuant to the Monitoring and Reporting Program (MRP) of this Order (Attachment E), and any other associated data or information, and determine whether any of the authorized or conditionally exempt non-stormwater discharges identified in Parts III.A.2-4 above are a source of pollutants that may be causing or contributing to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order. Based on non-stormwater outfall-based monitoring as implemented through the MRP, if monitoring data show exceedances of applicable limitations at the outfall, the Permittee shall take further action to determine whether the discharge is causing or contributing to exceedances of applicable limitations in the receiving water.

6. If the Permittee determines that any of the conditionally exempt non-essential non-stormwater discharges identified in Part III.A.3.b of this Order is a source of pollutants that causes or contributes to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order, the Permittee(s) shall report its findings to the Los Angeles Water Board in its annual report. Based on this determination, the Permittee(s) shall also either:

a. Effectively prohibit[18] the non-stormwater discharge into the MS4; or

b. Impose conditions in addition to those in Table 5 of this Order, subject to approval by the Los Angeles Water Board Executive Officer, on the non-stormwater discharge such that it will not be a source of pollutants; or

c. Require diversion of the non-stormwater discharge to the sanitary sewer; or

d. Require treatment of the non-stormwater discharge prior to discharge to the receiving water.

[17] Pursuant to the Federal Clean Water Act § 401.

[18] To "effectively prohibit" means to not allow the non-stormwater discharge into the MS4 unless the discharger obtains coverage under a separate NPDES permit prior to discharge into the MS4.

7. If the Permittee effectively prohibits the non-stormwater discharge to the MS4, as per Part III.A.6.a above, then the Permittee shall implement procedures developed under Part VIII.I of this Order (Illicit Discharge Detection and Elimination Program) to eliminate the discharge to the MS4 unless the non-stormwater discharge is regulated by a separate NPDES permit prior to the next discharge.

8. If the Permittee determines that any of the authorized or conditionally exempt essential non-stormwater discharges is a source of pollutants that causes or contributes to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order, the Permittee shall notify the Los Angeles Water Board within 30 days of any such determination.

9. Notwithstanding the above, the Los Angeles Water Board, based on an evaluation of monitoring data and other relevant information including TMDLs and antidegradation policies, may require that a discharger obtain coverage under a separate individual or general State Water Board or Los Angeles Water Board NPDES permit for the non-stormwater discharge or may require that the Permittee ensures that the discharger implements additional conditions specified or approved by the Executive Officer to ensure that the discharge is not a source of pollutants.

Table 5. Required Conditions for Conditionally Exempt Non-Stormwater Discharges

Discharge Category	General Conditions for Exempt MS4 Discharges	Requirements/Required BMPs Prior to Discharge through the MS4
All Discharge Categories	See discharge specific conditions below.	Ensure conditionally exempt non-stormwater discharges avoid potential sources of pollutants in the flow path to prevent introduction of pollutants to the MS4 and receiving water. Whenever there is a discharge of 100,000 gallons or more into the MS4, Permittees shall require advance notification by the discharger to the potentially affected MS4 Permittees, including at a minimum either the VCWPD or the LACFCD, and the Permittee with jurisdiction over the land area from which the discharge originates.
Discharges from essential *non-emergency* firefighting activities	Discharges allowed after implementation of specified BMPs.	Implement appropriate BMPs based on the CAL FIRE, Office of the State Fire Marshal's *Water-Based Fire Protection Systems Discharge Best Management Practices Manual* (September 2011) for water-based fire protection system discharges, and based on *Riverside County's Best Management Practices Plan for Urban Runoff Management* (May 1, 2004), or equivalent BMP manual for fire training activities and post-emergency firefighting activities.
Discharges from drinking water systems that are not otherwise regulated by NPDES Permit No. CAG674001, NPDES Permit No. CAG140001, or another	Discharges allowed after implementation of specified BMPs.	Implement appropriate BMPs based on the American Water Works Association (California-Nevada Section) *Guidelines for the Development of Your Best Management Practices (BMP) Manual for Drinking Water System Releases* (2005) or equivalent industry standard BMP manual. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Additionally, each Permittee shall work with drinking water system owners/operators that may discharge to the Permittee's MS4 to ensure the following for all discharges greater than 100,000 gallons: (1) notification at least 72 hours prior to a planned discharge and as soon as possible after an unplanned discharge; (2) monitoring of any pollutants of concern[19] in the drinking water system discharge; and (3) record keeping.

[19] Pollutants of concern in drinking water distribution system discharges may include trash and debris, including organic matter, total suspended solids (TSS), residual chlorine, pH, and any pollutant for which there is a limitation in Parts IV, Part V, and Attachments K through S of this Order applicable to discharges from the MS4 to the receiving water. Determination of the pollutants of concern for a particular discharge shall be based on an evaluation of the potential for the constituent(s) to be present in the discharge at levels that may cause or contribute to exceedances of applicable limitations in Parts IV, Part V, and Attachments K through S of this Order.

separate NPDES permit		Permittees shall ensure that the following information is maintained for all drinking water system discharges to the MS4 (planned and unplanned) greater than 100,000 gallons: name of discharger, date and time of notification (for planned discharges), method of notification, location of discharge, discharge pathway, receiving water, date of discharge, time of the beginning and end of the discharge, duration of the discharge, flow rate or velocity, total number of gallons discharged, type of dechlorination equipment used, type of dechlorination chemicals used, concentration of residual chlorine, type(s) of sediment controls used, pH of discharge, type(s) of volumetric and velocity controls used, and field and laboratory monitoring data. Records shall be retained for five years and made available upon request by the Permittee or Los Angeles Water Board.
Potable wash water discharges associated with reservoir cover cleaning	Per the Operations and Maintenance Plan approved by the California Department of Public Health (CDPH)	Create a list of the total number of reservoir covers that must be cleaned to comply with operations and maintenance requirements for reservoir covers; the list should also include the annual cleaning frequency, the address where the reservoirs are located; and the type and size (surface area) of the reservoir covers. The cleaning of the reservoirs shall be done in such a way that minimizes the amount of water used to clean the cover. Wastewater from the cleaning of the reservoir covers shall be discharged to a sanitary sewer or allowed to percolate into the ground; and the discharge shall not cause or contribute to erosion in the area where there will be percolation. If wastewater from the cleaning of the reservoir covers is percolated into the ground, the wash water shall not contain solvents, or other contaminants that might migrate into and contaminate the groundwater supplies.
Lake Dewatering	Discharge allowed only if all necessary permits/water quality certifications for dredge and fill activities, including water diversions, are obtained prior to discharge.	Ensure procedures for advanced notification by the lake owner/operator to the Permittee(s) no less than 72 hours prior to the planned discharge. Immediately prior to discharge, visible trash on the shoreline or on the surface of the lake shall be removed and disposed of in a legal manner. Immediately prior to discharge, the discharge pathway and the MS4 inlet to which the discharge is directed, shall be inspected and cleaned out of all pre-existing trash and debris.

		Discharges shall be volumetrically and velocity controlled to minimize re-suspension of sediments. Measures shall be taken to stabilize lake bottom sediments. Ensure procedures for water quality monitoring for pollutants of concern[20] in the lake. Ensure record-keeping of lake dewatering by the lake owner/operator as described in Part III.A.5.a.vi of this Order.
Landscape irrigation using potable water	Discharge allowed if runoff due to potable landscape irrigation is minimized through the implementation of an ordinance specifying water efficient landscaping standards, as well as an outreach and education program focusing on water conservation and landscape water use efficiency.	Implement BMPs to minimize runoff and prevent introduction of pollutants to the MS4 and receiving water, including landscape water use efficiency requirements for existing landscaping, use of drought tolerant, native vegetation, and the use of less toxic options for pest control and landscape management. Implement water conservation programs to minimize discharge by using less water.
Landscape irrigation using reclaimed or recycled water	Discharge of reclaimed or recycled water runoff from landscape irrigation is allowed if the discharge is in compliance with the producer and distributor operations and management (O&M) plan, and all relevant portions thereof, including the Irrigation Management Plan.	Discharges must comply with applicable O&M Plans, and all relevant portions thereof, including the Irrigation Management Plan.

[20] Pollutants of concern include, at a minimum, trash and debris, including organic matter, TSS, and any pollutant for which there is an limitation in Parts IV, Part V, and Attachments K through S of this Order for the lake and/or receiving water.

Dechlorinated / debrominated swimming pool / spa discharges	Discharges allowed after implementation of specified BMPs. Pool or spa water containing copper-based algaecides is not allowed to be discharged to the MS4. Discharges of cleaning wastewater and filter backwash allowed only if authorized by a separate NPDES permit.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Swimming pool water must be de-chlorinated or de-brominated using holding time, aeration, and/or sodium thiosulfate. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Swimming pool water shall not contain any detergents, wastes, or algaecides, or any other chemicals (including salts from pools commonly referred to as "salt water pools") in excess of applicable water quality objectives.[21] Swimming pool discharges are to be pH adjusted, if necessary, and be within the range of 6.5 and 8.5 standard units. Swimming pool discharges shall be volumetrically and velocity controlled to promote evaporation and/or infiltration. Ensure procedures for advanced notification by the pool owner to the Permittee(s) at least 72 hours prior to planned discharge for discharges of 100,000 gallons or more. For discharges of 100,000 gallons or more, immediately prior to discharge, inspect and clean out of all pre-existing trash and debris the discharge pathway and the MS4 inlet to which the discharge is directed to.
Dewatering of decorative fountains	Discharges allowed after implementation of specified BMPs. Fountain water containing copper-based algaecides may not be discharged to the MS4. Fountain water containing dyes my not be discharged to the MS4.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Fountain water must be de-chlorinated or de-brominated using holding time, aeration, and/or sodium thiosulfate. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Fountain discharges are to be pH adjusted, if necessary, and be within the range of 6.5 and 8.5 standard units. Fountain discharges shall be volumetrically and velocity controlled to promote evaporation and/or infiltration.

[21] Applicable mineral water quality objectives for surface waters are contained in Chapter 3 of the Basin Plan for the Los Angeles Region.

		Ensure procedures for advanced notification by the fountain owner to the Permittee(s) at least 72 hours prior to planned discharge for discharges of 100,000 gallons or more. For discharges of 100,000 gallons or more, immediately prior to discharge, the discharge pathway and the MS4 inlet to which the discharge is directed to shall be inspected and cleaned out of all pre-existing trash and debris.
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as turning off nozzles or kinking the hose when not spraying a car and using a low volume pressure washer. Encourage use of biodegradable, phosphate free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).
Street/sidewalk wash water	Discharges allowed after implementation of specified BMPs.	Sweeping should be used as an alternate BMP whenever possible and sweepings should be disposed of in the trash. Remove trash, debris, and free standing oil/grease spills/leaks (use absorbent material if necessary) from the area before washing. Use high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area. In areas of unsanitary conditions (e.g., areas where the congregation of transient populations can reasonably be expected to result in a significant threat to water quality), whenever practicable, Permittees shall collect and divert street and alley wash water from the Permittee's street and sidewalk cleaning activities to the sanitary sewer.

Potable water discharges for filming activities	Discharges allowed after implementation of specified BMPs.	Prior to discharging the water, the storm drain to the receiving water where the discharge will occur as well as the area in the immediate vicinity of the outlet to the receiving water, and the adjacent downstream portion of the channel that will be influenced by the discharge must be cleaned of all pre-existing trash and debris, and kept free of trash and debris during filming. No trash or debris from the filming activities shall be allowed to remain in the storm drain or channel. Each day, prior to water discharge for the movie scenes, a walk-through of the filming area (including the targeted storm drain and receiving water) shall be conducted by the discharger to ensure that all trash and debris has been removed and no illicit discharges are observed. The source of the water that will be discharged will be de-ionized, chlorine free water. In receiving waters where scour of the channel is a concern, the water must be discharged at a steady, low velocity to minimize scour. Upon the completion of the discharges and associated filming, the discharger shall visually inspect the storm drain and channel downstream of the storm drain outlet to remove any possible trash or debris related to the discharge and filming activities.

B. Prohibitions – Trash

The discharge of trash to surface waters of the State or the deposition of trash where it may be discharged into surface waters of the State is prohibited. Compliance with this prohibition of discharge shall be achieved as follows:

1. **For areas addressed by a trash TMDL.** Each Permittee shall comply with the appropriate trash WQBELs as specified in Part IV.B.3 of this Order.

2. **For areas not addressed by a trash TMDL.** Permittees with regulatory authority over Priority Land Uses (PLUs),[22] designated land uses,[23] and equivalent alternate land uses[24] shall comply with the following requirements:

   a. **Compliance Methods**[25]: The Permittee shall install, operate, and maintain either:

      i. **Track 1**: A *full capture system (FCS)*[26] for all storm drains that capture runoff from the PLUs, designated land uses, and equivalent alternate land uses in the Permittee's jurisdiction; or

      ii. **Track 2**: Any combination of *full capture systems*, *multi-benefit projects*,[27] other *treatment controls*, and/or *institutional controls* within either the Permittee's jurisdiction or within the jurisdiction of the Permittee and contiguous Permittees. The Permittee may determine the locations or land uses within its jurisdiction to implement any combination of controls. The Permittee shall demonstrate that such combination achieves Full Capture System Equivalency (FCSE).[28] The Permittee may determine which controls to implement to achieve compliance with Full Capture System Equivalency.

   The Permittee may change its compliance method by submitting a written request to the Los Angeles Water Board for approval of a modified Implementation Plan and/or Jurisdictional Map consistent with the requirements specified in subparts b and c below[29]:

[22] Priority Land Uses as defined in Attachment A of this Order.

[23] If the Los Angeles Water Board determines that specific land uses or locations (e.g., parks, stadia, schools, campuses, or roads leading to landfills) generate a substantial amount of trash, a Permittee may be required to comply with Part III.B.2 of this Order. These specific land uses and locations are defined as designated land uses.

[24] Equivalent alternate land uses as defined in Attachment A of this Order. A Permittee may request authorization from the Executive Officer to substitute one or more PLUs with equivalent alternate land uses that generate rates of trash equivalent to or greater than the PLU(s) being substituted.

[25] Permittees selected a compliance method in response to the Los Angeles Water Board's August 18, 2017, Water Code Section 13383 Order to Submit Method to Comply With Statewide Trash Provisions; Requirements For Phase I Municipal Separate Storm Sewer System (MS4) Permittees In The Los Angeles Region. Refer to the Fact Sheet (Attachment F) for Permittees' selected tracks.

[26] A list of Full Capture System Trash Treatment Control Devices Certified by the State Water Board is available on the State Water Board's Stormwater Program - Trash Implementation Program page at https://www.waterboards.ca.gov/water_issues/programs/stormwater/trash_implementation.html

[27] Defined as treatment control projects designed to achieve any of the benefits set forth in section 10562, subdivision (d) of the Water Code.

[28] Full capture system equivalency as defined in Attachment A of this Order.

[29] In no case shall the Permittee receive a time extension to meet final compliance. The Permittee shall meet full compliance per Part III.B.2.d of this Order.

b. Implementation Plan (For Track 2 Only): The Permittee shall maintain and implement a Trash Implementation Plan. At a minimum, the Trash Implementation Plan shall include the following:

i. Locations of proposed and existing certified *full capture systems*, the drainage area served, design specifications and treatment capacity treated by each *full capture system*;

ii. In drainage areas without certified *full capture systems*, the combination of controls selected by the Permittee and the rationale for the selection; discussion of how the combination of controls is designed to achieve Full Capture System Equivalency;

iii. How Full Capture System Equivalency will be demonstrated, including calculation of baseline trash load using the methodology per the Visual Trash Assessment Approach or other equivalent trash assessment methodology, for all PLUs as well as any designated land uses, and equivalent alternate land uses[30];

iv. Monitoring of annual trash load using the same methodology that was used to calculate the baseline load for all PLUs as well as any designated land uses, and equivalent alternate land uses to track progress towards achieving Full Capture System Equivalency;

v. If using a methodology other than the Visual Trash Assessment Approach to determine trash levels, a description of the methodology used and rationale of how the alternative methodology is equivalent to the Visual Trash Assessment Approach; and

vi. If proposing equivalent alternate land uses, a rationale demonstrating that any alternative land uses generate trash at rates that are equivalent to or greater than the PLUs.

c. Jurisdictional Map: The Permittee shall maintain and update, at least annually, a Jurisdictional Map identifying the following:

i. All PLUs, designated land uses and equivalent alternate land uses discharging to the storm drain network;

ii. Any drainage areas addressed by existing trash TMDLs;

iii. The corresponding storm drain network;

iv. Proposed locations of all certified *full capture systems* and where any combination of controls will be implemented that will achieve Full Capture System Equivalency;

d. Implementation Schedule: The Permittee shall achieve full compliance as follows:

i. Interim Compliance Deadline: Within 5 years from the effective date of this Order, 50 percent of all PLUs and equivalent alternate land uses must meet Full Capture or Full Capture System Equivalency.

ii. Final Compliance Deadline: By no later than December 2, 2030, except in designated land uses that have been issued a time schedule by the Los Angeles

[30] Refer to the "Recommended Trash Assessment Minimum Level of Effort for Establishing Baseline Trash Generation Levels" document that was included as an enclosure to the Los Angeles Water Board's August 18, 2017, Water Code Section 13383 Order.

Water Board. In no case may the final compliance date in a time schedule for a designated land use be longer than ten years from the determination by the Los Angeles Water Board to designate a land use or location as a designated land use.

IV. EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

A. Effluent Limitations

1. **Technology Based Effluent Limitations.** Each Permittee shall reduce pollutants in stormwater discharges from the MS4 to the maximum extent practicable (MEP).

2. **Water Quality-Based Effluent Limitations.** Each Permittee shall comply with applicable water quality-based effluent limitations (WQBELs) as set forth in Attachments K through S of this Order, pursuant to applicable compliance schedules. The WQBELs in this Order are consistent with the assumptions and requirements of the TMDL waste load allocations (WLAs) assigned to discharges from the MS4.[31]

B. Total Maximum Daily Load Provisions

1. General

a. The provisions of this Part IV.B implement and are consistent with the assumptions and requirements of available WLAs established in TMDLs applicable to the Permittees.

b. The provisions in this Part IV.B are designed to ensure that Permittees achieve WLAs and meet other requirements of TMDLs covering receiving waters impacted by the Permittees' MS4 discharges. TMDL provisions are grouped by WMA in Attachments K through S of this Order.

c. Permittees subject to each TMDL are identified in Attachment J of this Order.

d. Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K through S of this Order, consistent with the assumptions and requirements of the WLAs established in the TMDLs, including programs of implementation and schedules, where provided for in the State adoption of the TMDL (40 CFR §122.44(d)(1)(vii)(B); Cal. Wat. Code §13263(a)).

e. Permittees may comply with WQBELs and receiving water limitations in Attachments K through S of this Order using any lawful means.

2. U.S. EPA Established TMDLs

a. For U.S. EPA promulgated TMDLs that have Los Angeles Water Board adopted programs of implementation pursuant to Water Code sections 13240 and 13242, Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K through S of this Order, including the programs of implementation and schedules adopted by the Los Angeles Water Board. These TMDLs are the *TMDLs for Nutrients in the Malibu Creek Watershed; Malibu Creek and Lagoon TMDL for Sedimentation and Nutrients to Address Benthic Community Impairments; TMDLs for Metals and Selenium in the San Gabriel River and Impaired Tributaries;* and *Los Cerritos Channel TMDLs for Metals.*

b. For U.S. EPA promulgated TMDLs where the WLAs are equivalent to existing loads or, where Permittees' data reported under the previous MS4 permits indicates they are complying with WLAs*;* Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K though S as of the effective date of this Order. These TMDLs are the *TMDL for Chloride in the Santa*

[31] According to 40 CFR § 130.2, waste load allocations constitute a type of water quality-based effluent limitation. Pursuant to 40 CFR § 122.2, effluent limitation means any restriction imposed by the permitting authority on quantities, discharge rates, and concentrations of pollutants that are discharged from point sources.

Clara River Reach 3; Santa Monica Bay TMDLs for DDTs and PCBs; Ballona Creek Wetlands TMDLs for Sediment and Invasive Exotic Vegetation; Echo Park Lake Nutrient and Trash TMDLs; and *Peck Road Park Lake Nutrient and Trash TMDLs.*[32]

c. For U.S. EPA promulgated TMDLs where load reductions are required to meet the WLAs and there is no program of implementation pursuant to Water Code section 13240 and 13242, this Order allows Permittees to propose and implement BMPs that will be effective in achieving compliance with U.S. EPA established WLAs. These TMDLs are the *Pesticides, PCBs, and Sediment Toxicity in Oxnard Drain 3 TMDL; Long Beach City Beaches and Los Angeles River Estuary Indicator Bacteria TMDL; Legg Lake System Nutrient TMDL; Lake Calabasas Nutrient TMDL; Echo Park Lake Chlordane, Dieldrin, and PCBs TMDLs; Peck Road Park Lake Chlordane, Dieldrin, DDTs, and PCBs TMDLs;* and *Puddingstone Reservoir Nutrient, Mercury, Chlordane, Dieldrin, DDTs, and PCBs TMDLs.*[33]

i. Each Permittee, individually or collaboratively, shall propose BMPs to achieve the applicable numeric WQBELs and/or receiving water limitations contained in Attachments K through S of this Order and a schedule for implementing the BMPs that is as short as possible, in a Watershed Management Program.

ii. At a minimum, each Permittee shall include the following information in its Watershed Management Program, relevant to each applicable U.S. EPA established TMDL:

(a) Available data demonstrating the current quality of the Permittee's MS4 discharge(s) in terms of concentration and/or load of the target pollutant(s) to the receiving waters subject to the TMDL.

(b) A detailed description of BMPs that have been implemented, and/or are currently being implemented by the Permittee to achieve the TMDL WLA(s), if any.

(c) A detailed time schedule of specific actions the Permittee will take in order to achieve compliance with the applicable TMDL WLA(s).

(d) A demonstration that the time schedule requested is as short as possible. The time schedule requested should take into account the time since U.S. EPA establishment of the TMDL, and technological, operation, and economic factors that affect the design, development, and implementation of the control measures that are necessary to comply with the applicable numeric WQBELs contained in Attachments K through S of this Order.

(1) For the *Long Beach City Beaches and Los Angeles River Estuary Indicator Bacteria TMDL* the time schedule to achieve the WQBELs and receiving water limitations shall be as follows:

(i) During dry weather, for the Long Beach City Beaches no later than the effective date of this Order[34];

[32] The Echo Park Lake Nutrient and Trash TMDLs and the Peck Road Park Lake Nutrient and Trash TMDLs are part of the *Los Angeles Area Lakes TMDLs for Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs* (Los Angeles Area Lakes TMDLs).

[33] The Legg Lake System Nutrient TMDL; Lake Calabasas Nutrient TMDL; Echo Park Lake Chlordane, Dieldrin, and PCBs TMDLs; Peck Road Park Lake Chlordane, Dieldrin, DDTs, and PCBs TMDLs; and Puddingstone Reservoir Nutrient, Mercury, Chlordane, Dieldrin, DDTs, and PCBs TMDLs are part of the Los Angeles Area Lakes TMDLs.

[34] Deadline is established per the City of Long Beach MS4 Permit, Order No. R4-2014-0024, Part VIII.G.1.c.iv.(1).

(ii) During wet weather, for the Long Beach City Beaches a time schedule as short as possible per Part IV.B.2.c.i of this Order;

(iii) During dry weather, for the Los Angeles River Estuary no later than the schedule for Segment A (Rosecrans Avenue to Willow Street) in Table Q – 1 within Attachment Q of this Order;

(iv) During wet weather, for the Los Angeles River Estuary no later than March 23, 2037; and

(v) For the geometric mean WQBELs and receiving water limitations, no later than the time schedule proposed for wet weather for the Long Beach City Beaches and the Los Angeles River Estuary.

(e) If the requested time schedule exceeds one year, the proposed schedule shall include interim requirements and the dates for their achievement.

iii. Each Permittee subject to WQBELs and/or receiving water limitations contained in Attachments K through S of this Order for U.S. EPA established TMDL(s), individually or collaboratively, may submit a Watershed Management Program to the Los Angeles Water Board for approval per the schedule in Parts IX.F and G of this Order.

iv. If a Permittee submits a Watershed Management Program that is not approved, then the Permittee shall be required to directly demonstrate compliance with the applicable numeric WQBELs and/or receiving water limitations immediately upon notification of the Los Angeles Water Board's disapproval.

v. If a Permittee does not submit a Watershed Management Program, then the Permittee shall be required to directly demonstrate compliance with the applicable numeric WQBELs and/or receiving water limitations as of the effective date of the Order.

3. Water Quality-Based Effluent Limitations for Trash

Permittees assigned a WQBEL for a trash TMDL shall comply as set forth below.

a. Effluent Limitations. Permittees shall comply with the interim and final WQBELs for the following trash TMDLs:

i. Ventura River Estuary Trash TMDL (Attachment K)

ii. Lake Elizabeth Trash TMDL (Attachment M)

iii. Revolon Slough and Beardsley Wash Trash TMDL (Attachment N)

iv. Santa Monica Bay Nearshore and Offshore Debris TMDL (Attachment O)

v. Malibu Creek Watershed Trash TMDL (Attachment O)

vi. Ballona Creek Watershed Trash TMDL (Attachment O)

vii. Machado Lake Trash TMDL (Attachment P)

viii. Los Angeles River Watershed Trash TMDL (Attachment Q)

ix. Legg Lake Trash TMDL (Attachment Q)

x. Echo Park Lake Trash TMDL (Attachment Q)

xi. Peck Road Park Lake Trash TMDL (Attachment Q)

b. Compliance. Pursuant to California Water Code section 13360(a), Permittees may comply with the trash effluent limitations using any lawful means. Such compliance options are broadly described below. Any combination of these, as allowed by the applicable TMDL, may be employed to achieve compliance:

i. *Full Capture Systems (FCS)* Compliance Approach

(a) Certified *Full Capture Systems*. *Full capture systems* are systems that meet the operating and performance requirements described in Attachment A of this Order. The Los Angeles Water Board recognizes the *full capture systems* certified by the State Water Board Executive Director as well as the systems previously certified by the Los Angeles Water Board Executive Officer: nine Los Angeles Water Board Executive Officer-certified *full capture systems*, including Vortex Separation Systems (VSS), specific types or designs of trash nets; two gross solids removal devices (GSRDs); catch basin brush inserts and mesh screens; vertical and horizontal trash capture screen inserts; a connector pipe screen device; and a nutrient separating baffle box.[35]

(b) Permittees are authorized to comply with their effluent limitations through certified *full capture systems* provided the requirements of subpart (c), immediately below, and any conditions in the certification, continue to be met.

(c) Permittees may comply with their effluent limitations through progressive installation of *full capture systems* throughout their jurisdictional areas until all areas draining to the waterbody associated with the trash TMDL are addressed. For purposes of this Order, attainment of the effluent limitations shall be conclusively presumed for any drainage area to the waterbody associated with the trash TMDL where certified *full capture systems* treat all drainage from the area, provided that the *full capture systems* are adequately sized and maintained, and that maintenance records are up-to-date and available for inspection by the Los Angeles Water Board.

(1) Final Effluent Limitations. A Permittee shall be in compliance with its final effluent limitation if all drainage areas under its jurisdiction and/or authority are serviced by appropriate certified *full capture systems*.

(2) Interim Effluent Limitations. A Permittee shall be in compliance with its interim effluent limitations, where applicable:

(i) By demonstrating that *full capture systems* treat the percentage of drainage areas in the watershed that corresponds to the required trash abatement.

(ii) Alternatively, a Permittee may propose a schedule for installation of *full capture systems* in areas under its jurisdiction and/or authority within a given watershed, targeting first the areas of greatest trash generation, for the Los Angeles Water Board Executive Officer's approval. Any such schedule shall result in timely compliance with the final effluent limitations, consistent with the established TMDL implementation schedule and applicable State policies. A Permittee shall be in compliance with its interim

[35] See August 3, 2004 Los Angeles Water Board Memorandum titled "Procedures and Requirements for Certification of a Best Management Practice for Trash Control as a Full Capture System".

effluent limitations provided it is fully in compliance with any such approved schedule.

(d) ***Full Capture System*** **Technical Infeasibility.** In drainage areas where the vast majority of catch basins are retrofitted with *full capture systems*; the *full capture systems* are properly sized, operated, and maintained; and retrofit of remaining catch basins is technically infeasible; a Permittee may submit a written request that the Los Angeles Water Board Executive Officer make a determination that the Permittee is in full compliance with its final effluent limitation if all of the following criteria are met:

(1) 98% of all catch basins within the Permittee's jurisdictional land area in the watershed are retrofitted with *full capture systems* (or, alternatively, 98% of the jurisdiction's drainage area is addressed by *full capture systems*) and at least 97% of the catch basins (or, alternatively, drainage area) within the Permittee's jurisdiction in the subwatershed (the smaller of the HUC-12 equivalent area or tributary subwatershed) are retrofitted with *full capture systems*; and

(2) The Permittee submits to the Los Angeles Water Board a report for Executive Officer concurrence, detailing the technical infeasibility of *full capture system* retrofits in the remaining catch basins and evaluating the feasibility of *partial capture devices*, and the potential to install *full capture systems* or *partial capture devices* along the storm drain or at the MS4 outfall downgradient from the catch basin; and

(3) The Permittee submits to the Los Angeles Water Board a report for Executive Officer approval, detailing the *partial capture devices and institutional controls* that are currently and will continue to be implemented in the affected subwatershed(s), including an assessment of the effectiveness of the *partial capture devices and institutional controls* using existing data and representative studies.

In addition, if significant land use changes occur in the affected subwatershed (based on permits for new development and significant re-development) or if there is a significant change in the suite of implemented *partial capture devices and/or institutional controls* (e.g., reduced frequency of implementation, reduced spatial coverage of implementation, change in technology employed), the Permittee shall re-evaluate the effectiveness of *institutional controls* and *partial capture devices* and report the findings to the Los Angeles Water Board for confirmation or change to the determination. Such re-evaluation shall occur within one year of the identification of the significant changes.

(e) Exceptions for Malibu Creek Watershed and Revolon Slough and Beardsley Wash Trash TMDLs. Permittees subject to the Malibu Creek Watershed and Revolon Slough and Beardsley Wash Trash TMDLs, in Attachments O and N of this Order respectively, may comply with trash WQBELs through the installation of *full capture systems*, or any lawful manner to achieve Full Capture System Equivalency, in Priority Land Uses (PLUs) consistent with implementation of Part III.B.2.a of this Order.

ii. Mass Balance Compliance Approach. Permittees may comply with their interim and final effluent limitations through a combination of *full capture*

systems, *partial capture devices*, and the application of *institutional controls*.[36] In this approach, a Permittee shall demonstrate compliance by calculating its annual trash discharge and comparing this estimate to applicable interim and/or final effluent limitations. To calculate the annual trash discharge, the Permittee shall conduct a study to determine how much trash is accumulating within its jurisdiction between storm events to calculate a Daily Generation Rate (DGR).

(a) Intermediate Calculations

(1) Daily Generation Rate (DGR). The DGR is the average amount of litter deposited to land or surface water during a 24-hour period, as measured in a specified drainage area. Permittees shall conduct a study to estimate the DGR for the applicable trash TMDL area. The DGR will be used in the mass balance calculation to determine the trash discharged during storm events.

(i) Study Area: The DGR study area(s) shall be representative of the land uses and activities within the Permittee's authority. The DGR for the applicable area under the Permittee's jurisdiction and/or authority shall be extrapolated from the representative drainage area(s) analyzed during the study.

(ii) Study Time Period: The DGR shall be determined from direct measurement of trash deposited in the drainage study area during any 30-day period between June 22nd and September 22nd exclusive of rain events.[37]

(iii) Recalculation Frequency: The DGR shall be re-calculated every year unless a less frequent period for recalculation is approved by the Los Angeles Water Board Executive Officer. Upon achieving compliance with final water quality-based effluent limitations, Permittees may reduce the frequency of DGR recalculation to every five years (no Executive Officer approval necessary).

Daily Generation Rate

$$DGR = \sum \left(\frac{A_i}{A_i^{study}}\right)\left(\frac{m_i}{t_i}\right)$$

where:

A_i = total area within jurisdiction represented by land use i
A_i^{study} = representative area used in DGR study for land use i
m_i = amount of trash collected during the DGR study collection period for land use i [gal or lbs]
t_i = number of days of DGR study collection period for land use i (should be at least 30 days) [days]

(2) *Partial Capture Devices*. Trash discharges from areas serviced solely by *partial capture devices* may be estimated based on demonstrated

[36] While interim effluent limitations may be complied with using *partial capture devices*, compliance with final effluent limitations cannot be achieved with the exclusive use of *partial capture devices*.
[37] Provided no special events are scheduled that may affect the representative nature of that collection period.

performance of the device(s) in the implementing area. Performance shall be demonstrated under different conditions (e.g. low to high trash loading). That is, trash reduction is equivalent to the *partial capture devices*' trash removal efficiency multiplied by the percentage of drainage area serviced by the devices. For automatic retractable screens (ARS), Permittees may use an 86% removal efficiency.[38]

(3) Certified *Full Capture Systems*. Areas serviced by properly sized, operated, and maintained *full capture systems* are considered to have no trash discharge.

(b) Mass Balance Calculation. A mass balance equation shall be used to estimate the amount of trash discharged during a storm event.[39]

(1) Storm Event Trash Discharge. The *Storm Event Trash Discharge* for a given rain event in the Permittee's drainage area shall be calculated by multiplying the number of days since the last street sweeping[40] by the DGR and subtracting the amount of any trash recovered in the catch basins. For each day of a storm event that generates greater than 0.25 inch of rain, the Permittee shall calculate a *Storm Event Trash Discharge*. In cases where the calculated *Storm Event Trash Discharge* is negative, the *Storm Event Trash Discharge* will be equivalent to zero gallons or pounds of trash.

Storm Event Trash Discharge

$$Storm\ Event\ Trash\ Discharge = (t * DGR) - m_{recovered}$$

where:

t = days since last street sweeping [days]
DGR = Daily Generation Rate [gal/day or lbs/day]
$m_{recovered}$ = trash recovered from catch basins [gal or lbs]

(2) Total Storm Year Trash Discharge. The sum of the *Storm Event Trash Discharges* for the storm year shall be the Permittee's calculated annual trash discharge.

[38] City of Los Angeles Technical Report: Assessment of Catch Basin Opening Screen Covers. June 2016.
[39] Amount of trash shall refer to the uncompressed volume (in gallons) or drip-dry weight (in pounds) of trash collected.
[40] If the Permittee's jurisdiction is not swept all in one day but on multiple days of the week, the weighted average of days since the last street sweeping shall be used, using the "Weighted Average of Days Since Last Street Sweeping" spreadsheet in Attachment I of this Order.

Total Storm Year Trash Discharge

$$Total\ Storm\ Year\ Trash\ Discharge = \sum_{i}^{n} D_i$$

where:

D_i = the *Storm Event Trash Discharge* for storm event day i
n = the number of storm event days with precipitation greater than 0.25 inch

(c) Interim Effluent Limitations. Permittees employing a mass balance compliance approach shall be in compliance with interim effluent limitations if the calculated Total Storm Year Trash Discharge is less than the applicable interim water quality-based effluent limitation. This can also be expressed as an equivalent percent reduction relative to the Permittee's baseline load in the applicable TMDL.

(d) Final Effluent Limitations.

(1) Permittees using a *mass balance compliance approach* shall be in compliance with the final effluent limitations when the reduction of trash from the jurisdiction's baseline load is 99% or greater as calculated using the approach, and *partial capture devices* are properly sized, operated, and maintained; or

(2) Mass Balance Equivalency. A Permittee may request that the Los Angeles Water Board Executive Officer make a determination that a 97% to 98% reduction of the baseline load, as calculated using a mass balance approach, constitutes full compliance with the final effluent limitation if the Permittee submits a report to the Los Angeles Water Board for Executive Officer approval including:

(i) Two or more consecutive years of data showing that the Permittee's compliance was at or above a 97% reduction in its baseline trash load; and

(ii) An evaluation of *institutional controls* in the jurisdiction demonstrating continued effectiveness and any potential enhancements; and

(iii) Demonstration that opportunities to implement *partial capture devices* have been fully exploited.

iii. Scientifically Based Alternative Compliance Approach. A Permittee may comply with their interim and final effluent limitations using a scientifically based alternative compliance approach wherein the Permittee conducts effectiveness studies of *institutional controls* and *partial capture devices* for their particular subwatershed(s) and/or demonstrates that existing studies are representative and transferable to their implementing area. Permittees must request approval from the Los Angeles Water Board Executive Officer prior to conducting any studies and/or reporting compliance using this approach. In any such request to use an scientifically based alternative compliance approach, the Permittee shall provide a schedule for periodic compliance effectiveness demonstration and evaluation.

iv. Minimum Frequency of Assessment and Collection Compliance Approach. If allowed in a trash TMDL[41] and approved by the Executive Officer, a Permittee may alternatively comply with its final effluent limitations by implementing a program for *minimum frequency of assessment and collection* (MFAC) in conjunction with BMPs. To the satisfaction of the Executive Officer, the MFAC/BMP program must meet the following criteria:

(a) The MFAC/BMP Program includes an initial minimum frequency of trash assessment and collection and suite of structural and/or nonstructural BMPs. The MFAC/BMP program shall include collection and disposal of all trash found in the receiving water and shoreline. Permittees shall implement an initial suite of BMPs based on current trash management practices in land areas that are found to be sources of trash to the water body.

(b) The MFAC/BMP Program includes reasonable assurances that it will be implemented by the responsible Permittees.

(c) MFAC protocols may be based on Surface Water Ambient Monitoring Program (SWAMP) protocols for rapid trash assessment, or alternative protocols proposed by Permittees and approved by the Los Angeles Water Board Executive Officer.

(d) Implementation of the MFAC/BMP program should include a Health and Safety Program to protect personnel. The MFAC/BMP program shall not require Permittees to access and collect trash from areas where personnel are prohibited.

(e) The Los Angeles Water Board Executive Officer may approve or require a revised assessment and collection frequency and definition of the critical conditions under the MFAC:

(1) To prevent trash from accumulating in deleterious amounts that cause nuisance or adversely affect beneficial uses between collections;

(2) To reflect the results of trash assessment and collection;

(3) If the amount of trash collected does not show a decreasing trend, where necessary, such that a shorter interval between collections is warranted; or

(4) If the amount of trash collected is decreasing such that a longer interval between collections is warranted.

(f) At the end of the implementation period, a revised MFAC/BMP program may be required if the Los Angeles Water Board Executive Officer determines that the amount of trash accumulating between collections is causing nuisance or otherwise adversely affecting beneficial uses.

(g) With regard to subparts (iv)(e)(1), (iv)(e)(2), or (iv)(e)(3) above, the Los Angeles Water Board Executive Officer is authorized to allow responsible Permittees to implement additional structural or non-structural BMPs in lieu of modifying the monitoring frequency.

[41] The Lake Elizabeth Trash TMDL (Attachment M), Legg Lake Trash TMDL (Attachment Q), Machado Lake Trash TMDL (Attachment P), Ventura River Estuary Trash TMDL (Attachment K), and Revolon Slough and Beardsley Wash Trash TMDL (Attachment N) allow Permittees to comply with WQBELs by implementing an MFAC program in conjunction with BMPs.

c. Los Angeles County Flood Control District and Ventura County Watershed Protection District Compliance for Trash TMDLs. For all trash TMDLs where the LACFCD and VCWPD are named as a responsible Permittee per Attachment J of this Order, the following shall apply:

i. The LACFCD and VCWPD are responsible for performing storm drain operation and maintenance, including but not limited to: catch basin labeling, catch basin label inspections, and open channel signage; open channel maintenance that includes removal of trash and debris; and implementation of activity specific BMPs, including those related to litter/debris/graffiti in compliance with this Order.

ii. The LACFCD and VCWPD may be held responsible with a Permittee for non-compliance with water quality-based effluent limitations where it has either:

(a) Without good cause denied entitlements or other necessary authority to a responsible jurisdiction or agency for the timely installation and/or maintenance of *full* and/or *partial capture trash control devices* for purposes of TMDL compliance in parts of the MS4 physical infrastructure that are under its authority, or

(b) Not fulfilled its obligations regarding proper BMP installation, operation, and maintenance for purposes of TMDL compliance within the MS4 physical infrastructure under its authority, thereby causing or contributing to a responsible jurisdiction and/or agency to be out of compliance with its interim or final water quality-based effluent limitation.

iii. Under these circumstances, the LACFCD and VCWPD's responsibility shall be limited to non-compliance related to the drainage area(s) within the jurisdiction where the LACFCD and VCWPD has authority over the relevant portions of the MS4 physical infrastructure.

V. RECEIVING WATER LIMITATIONS

A. Discharges from the MS4 that cause or contribute to the violation of receiving water limitations are prohibited.

B. Discharges from the MS4 of stormwater, or non-stormwater, for which a Permittee is responsible,[42] shall not cause or contribute to a condition of nuisance.

C. The Permittee shall comply with Parts V.A and V.B through timely implementation of control measures and other actions to reduce pollutants in the discharges in accordance with their stormwater management program and its components and other requirements of this Order including any modifications. The Permittees' stormwater management program and its components shall be designed to achieve compliance with receiving water limitations. If exceedances of receiving water limitations persist, notwithstanding implementation of the Permittees' stormwater management program and its components and other requirements of this Order, the Permittee shall ensure compliance with discharge prohibitions and receiving water limitations by complying with the following procedure:

1. Upon a determination by either the Permittee or the Los Angeles Water Board that discharges from the MS4 are causing or contributing to an exceedance of an applicable Receiving Water Limitation, the Permittee shall promptly notify the Los Angeles Water Board and thereafter submit a Receiving Water Limitations Compliance Report (as described in the Reporting Requirements, Part XIV.C of the Monitoring and Reporting Program, Attachment E) to the Los Angeles Water Board for approval. The Receiving Water Limitations Compliance Report shall describe the BMPs that are currently being implemented by the Permittee and additional BMPs, including modifications to current BMPs that will be implemented to prevent or reduce any pollutants that are causing or contributing to the exceedances of receiving water limitations. The Receiving Water Limitations Compliance Report shall include an implementation schedule. This Receiving Water Limitations Compliance Report shall be submitted per Attachment E Part XIV.C unless the Los Angeles Water Board directs an earlier submittal. The Los Angeles Water Board may require modifications to the Receiving Water Limitations Compliance Report.
2. The Permittee shall submit any modifications to the Receiving Water Limitations Compliance Report required by the Los Angeles Water Board within 30 days of notification.
3. Within 30 days following the Los Angeles Water Board Executive Officer's approval of the Receiving Water Limitations Compliance Report, the Permittee shall revise its stormwater management program and its components and monitoring program to incorporate the approved modified BMPs that have been and will be implemented, an implementation schedule, and any additional monitoring required.
4. The Permittee shall implement its revised stormwater management program and its components and monitoring program according to the approved implementation schedule in the Receiving Water Limitations Compliance Report.

D. So long as the Permittee has complied with the procedures set forth in Part V.C above and is implementing its revised stormwater management program and its components, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the Los Angeles Water Board to modify current BMPs or develop additional BMPs.

[42] Pursuant to 40 CFR § 122.26(a)(3)(vi), a Permittee is only responsible for discharges of stormwater and non-stormwater from the MS4 for which it is an owner or operator. MS4 is defined in Attachment A of this Order and 40 CFR § 122.26(b)(8).

VI. STANDARD PROVISIONS

Permittees shall comply with the following provisions. If there is any conflict, duplication, or overlap between provisions specified by this Order, the more stringent provision shall apply:

A. Federal Standard Provisions

Each Permittee shall comply with all Standard Provisions included in Attachment D of this Order, in accordance with 40 CFR sections 122.41 and 122.42.

B. Legal Authority

1. Each Permittee must establish and maintain adequate legal authority, within its respective jurisdiction, to control pollutant discharges into and from its MS4 through ordinance, statute, permit, contract or similar means. This legal authority must, at a minimum, authorize or enable the Permittee to:

a. Control the contribution of pollutants to its MS4 from stormwater discharges associated with industrial and construction activity and control the quality of stormwater discharged from industrial and construction sites. This requirement applies both to industrial and construction sites with coverage under an NPDES permit, as well as to those sites that do not have coverage under an NPDES permit.

b. Prohibit all non-stormwater discharges into the MS4 to receiving waters not otherwise authorized or conditionally exempt pursuant to Part III.A of this Order;

c. Prohibit and eliminate illicit discharges and illicit connections to the MS4;

d. Control the discharge of spills, dumping, or disposal of materials other than stormwater to its MS4;

e. Require compliance with conditions in Permittee ordinances, permits, contracts or orders (i.e., hold dischargers to its MS4 accountable for their contributions of pollutants and flows);

f. Utilize enforcement mechanisms to require compliance with applicable ordinances, permits, contracts, or orders;

g. Control the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements among Permittees;

h. Control the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements with other owners of the MS4 such as the State of California Department of Transportation;

i. Carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with applicable municipal ordinances, permits, contracts and orders, and with the provisions of this Order, including the prohibition of non-stormwater discharges into the MS4 and receiving waters. This means the Permittee must have authority to enter, monitor, inspect, take measurements, review and copy records, and require regular reports from entities discharging into its MS4;

j. Require the use of control measures to prevent or reduce the discharge of pollutants to achieve water quality standards/receiving water limitations;

k. Require that structural BMPs are properly operated and maintained; and

l. Require documentation on the operation and maintenance of structural BMPs and their effectiveness in reducing the discharge of pollutants to the MS4.

2. Each Permittee must submit a statement certified by its chief legal counsel that the Permittee has the legal authority within its jurisdiction to implement and enforce each of the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and this Order. Each Permittee shall submit this certification annually as part of its Annual Report beginning with the first Annual Report required under this Order. These statements must include:

   a. Citation of applicable municipal ordinances or other appropriate legal authorities and their relationship to the requirements of 40 CFR § 122.26(d)(2)(i)(A)-(F) and of this Order; and

   b. Identification of the local administrative and legal procedures available to mandate compliance with applicable municipal ordinances identified in subpart a above and therefore with the conditions of this Order, and a statement as to whether enforcement actions can be completed administratively or whether they must be commenced and completed in the judicial system.

C. Fiscal Resources

1. Each Permittee shall conduct a fiscal analysis of the annual capital and operation and maintenance expenditures necessary to implement the requirements of this Order. The analysis shall include the following: costs incurred to comply with this Order and an estimate of the costs for the upcoming permit year. See Attachment E for Annual Report requirements.

2. Each Permittee shall also enumerate and describe in its Annual Report the source(s) of funds used in the past year, and proposed for the coming year, to meet necessary expenditures to implement the requirements of this Order.

D. Responsibilities of the Permittees

Each Permittee is required to comply with the requirements of this Order applicable to its discharges. Permittees are not responsible for the implementation of the provisions applicable to other Permittees. Each Permittee shall:

1. Comply with the requirements of this Order including attachments and any modifications thereto.

2. Inform the Los Angeles Water Board of instances of non-compliance pursuant to the MRP (Attachment E).

3. Submit complete and timely reports including but not limited to non-compliance reporting, annual reports, monitoring reports, and the report of waste discharge.

4. Consider facilitating coordination among internal departments and agencies, as necessary, to achieve the implementation of the requirements of this Order applicable to such Permittees in an efficient and cost-effective manner.

5. Consider participating in intra-agency coordination (e.g., Planning Department, Fire Department, Building and Safety, Code Enforcement, Public Health, Parks and Recreation, and others) and inter-agency coordination (e.g., other Permittees under this Order, other NPDES permittees) necessary to successfully implement the provisions of this Order.

E. Public Review

1. All documents submitted by the Permittee to the Los Angeles Water Board in compliance with the terms and conditions of this Order shall be made available to members of the public pursuant to the Freedom of Information Act (5 U.S.C. § 552 (as amended)) and the Public Records Act (Cal. Government Code § 6250 et seq.).

2. All documents submitted by the Permittee to the Los Angeles Water Board Executive Officer for approval shall be made available by the Permittee to the public for a 30-day period to allow for public comment, unless otherwise specified.

F. Los Angeles Water Board Review

1. An approval of a document by the Los Angeles Water Board or the Executive Officer per their delegated authority, may include conditions that must be met by the Permittee. If the conditions are not met, the approval may be revoked.

2. Any formal determination or approval made by the Los Angeles Water Board Executive Officer pursuant to the provisions of this Order may be reviewed by the Los Angeles Water Board. A Permittee(s) or a member of the public may request such review upon petition within 30 days of the effective date of the notification of such decision to the Permittee(s) and interested persons on file at the Los Angeles Water Board.

G. Reopener and Modification

1. This Order may be modified, revoked, reissued, or terminated in accordance with the provisions of 40 CFR sections 122.44, 122.62, 122.63, 122.64, 124.5, 125.62, and 125.64. Causes for taking such actions include, but are not limited to:

   a. Endangerment to human health or the environment resulting from the permitted activity, including information that the discharge(s) regulated by this Order may have the potential to cause or contribute to adverse impacts on water quality and/or beneficial uses;

   b. Acquisition of newly obtained information that would have justified the application of different conditions if known at the time of Order adoption;

   c. To address changed conditions identified in required reports or other sources deemed significant by the Los Angeles Water Board;

   d. To incorporate provisions as a result of future amendments to the Basin Plan, such as a new or revised water quality objective or the adoption or reconsideration of a TMDL, including the program of implementation and time schedule for implementation. As soon as possible after the effective date of a revised TMDL, where the revisions warrant a change to the provisions of this Order, the Los Angeles Water Board may modify this Order consistent with the assumptions and requirements of the revised WLA(s), including the program of implementation;

   e. To incorporate provisions as a result of new or amended statewide water quality control plans or policies adopted by the State Water Board;

   f. To incorporate provisions as a result of the promulgation of new or amended federal or state laws or regulations, U.S. EPA guidance concerning regulated activities, or judicial decisions that becomes effective after adoption of this Order.

   g. To incorporate effluent limitations for toxic constituents determined to be present in significant amount in the discharge through a more comprehensive monitoring program included as part of this Order;

   h. To include new Reporting Levels (RLs), in accordance with the provisions set forth in 40 CFR Parts 122 and 124; and/or

   i. To include provisions or modifications to WQBELs in Part IV and Attachments K through S of this Order prior to the final compliance deadlines, if practicable, that would allow an action-based, BMP compliance demonstration approach with regard to final WQBELs for stormwater discharges. Such modifications shall be based on the

Los Angeles Water Board's evaluation of whether Watershed Management Programs in Part IX of this Order have resulted in attainment of interim WQBELs for stormwater and review of relevant research, including but not limited to data and information provided by Permittees and other stakeholders, on stormwater quality and the efficacy and reliability of stormwater control technologies. Provisions or modifications to WQBELs in Part IV and Attachments K through S of this Order shall only be included in this Order where there is evidence that stormwater control technologies can reliably achieve final WQBELs.

2. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:

   a. Violation of any term or condition contained in this Order;

   b. Obtaining this Order by misrepresentation, or failure to disclose all relevant facts; or

   c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

3. The filing of a request by a Permittee for a modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

4. Upon the consent of the Permittee(s), this Order may be modified to make corrections or allowances for changes in the permitted activity, following the procedures at 40 CFR section 122.63, if processed as a minor modification.[43] Minor modifications may only:

   a. Correct typographical errors;

   b. Require more frequent monitoring or reporting by a Permittee; or

   c. Change an interim compliance date in a schedule of compliance, provided the new date is not more than 120 days after the date specified in the existing permit and does not interfere with attainment of the final compliance date requirement.

H. Any discharge of waste to any point(s) other than specifically described in this Order is prohibited and constitutes a violation of this Order.

I. A copy of this Order shall be maintained by each Permittee so as to be available during normal business hours to Permittee employees responsible for implementation of the provisions of this Order and members of the public.

J. This Order does not exempt any Permittee from compliance with any other laws, regulations, or ordinances that may be applicable.

K. The provisions of this Order are severable. If any provision of this Order or the application of any provision of this Order to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

VII. MONITORING AND REPORTING PROGRAM (MRP) REQUIREMENTS

Permittees shall comply with the MRP, and future revisions thereto, in Attachment E of this Order and Standard Provisions relating to monitoring, reporting, and record keeping in Attachment D of this Order.

[43] This provision does not apply to Watershed Management Programs, Integrated Monitoring Programs, or Coordinated Integrated Monitoring Programs.

VIII. STORMWATER MANAGEMENT PROGRAM MINIMUM CONTROL MEASURES

A. General

1. Each Permittee shall implement the requirements in Parts VIII.D through VIII.I below or may in lieu of the requirements in Parts VIII.D through VIII.I, implement customized actions within each of these general categories of control measures as set forth in an approved Watershed Management Program per Part IX of this Order. Implementation shall be consistent with the requirements of 40 CFR § 122.26(d)(2)(iv).

2. **Timelines for Implementation.** Unless otherwise noted in this Part VIII, each Permittee that does not elect to develop or continue to implement a Watershed Management Program per Part IX shall implement the requirements contained in this Part VIII as of the effective date of this Order unless it is a new or modified requirement as compared to the Permittee's prior permit. Permittees shall have up to 6 months from the effective date of this Order to incorporate new or modified requirements into their existing stormwater management program unless otherwise specified below.

3. **Municipal Employee and Contractor Training**

   a. Each Permittee shall ensure all employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) are trained on an annual basis on the requirements of the overall stormwater management program in this Order, and shall ensure contractors performing privatized/contracted municipal services are appropriately trained to:

      i. Promote a clear understanding of the potential for activities to pollute stormwater.

      ii. Identify opportunities to require, implement, and maintain appropriate BMPs in their line of work.

   b. Each Permittee shall ensure all employees and contractors who use or have the potential to use pesticides and/or fertilizers (whether or not they normally apply these as part of their work) are trained on an annual basis. Training programs shall address:

      i. The potential for pesticide-related surface water toxicity;

      ii. Proper use, handling, and disposal of pesticides;

      iii. The least toxic methods of pest prevention and control, including Integrated Pest Management (IPM); and

      iv. Reduction of pesticide use.

   c. Outside contractors can self-certify, providing they certify they have received all applicable training to implement the requirements in this Order and have documentation to that effect.

   d. New Permittee staff members must be provided with stormwater training applicable to their position within 180 days of starting employment. Each Permittee must create and maintain a list of applicable positions and contractors which require specific MS4 Permit compliance training.

   e. Each Permittee must continue to annually implement a training program regarding the identification of illicit discharges through an illicit discharges detection and elimination (IDDE) program for all municipal field staff, who, as part of their normal job responsibilities (including but not limited to street sweeping, storm drain maintenance, solid waste management, sanitary sewer collection system maintenance, road maintenance), may come into contact with or otherwise observe an illicit discharge or

illicit connection to the MS4. The IDDE training program should address, at a minimum, the following:

i. Illicit connection and discharge identification, including definitions and examples,

ii. investigation,

iii. elimination,

iv. cleanup,

v. reporting, and

vi. documentation.

f. Each Permittee shall ensure that all staff whose primary job duties are related to implementing the construction stormwater program in Part VIII.G of this Order are adequately trained on an annual basis. Training shall be provided to pertinent staff to ensure appropriate knowledge of:

i. The General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), including its SWPPP, monitoring and reporting program, and BMP requirements.

ii. Local requirements, including any applicable ordinances and BMP standards.

iii. Appropriate structural and non-structural BMPs.

iv. Post-construction and runoff reduction requirements.

g. Each Permittee shall ensure that all staff whose primary job duties are related to implementing the industrial and commercial facilities program in Part VIII.E of this Order are adequately trained on an annual basis. Training shall be provided to pertinent staff to ensure appropriate general knowledge of:

i. The General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit), including its SWPPP, monitoring and reporting program, and BMP requirements.

ii. Local requirements, including any applicable ordinances and BMP standards.

iii. Appropriate structural and non-structural BMPs.

h. Each Permittee shall maintain documentation of municipal employee and contractor training activities.

B. Progressive Enforcement and Interagency Coordination

1. Each Permittee shall develop and implement a Progressive Enforcement Policy to ensure that (1) regulated Industrial/Commercial facilities, (2) construction sites, (3) new development and redevelopment sites with post-construction controls, and (4) illicit discharges are each brought into compliance with all stormwater and non-stormwater requirements within a reasonable time period as specified below.

a. Follow-up Inspections. In the event that a Permittee determines, based on an inspection or illicit discharge investigation, that a facility or site operator has failed to adequately implement all necessary BMPs, that Permittee shall take progressive enforcement actions which, at a minimum, shall include a follow-up inspection within 4 weeks from the date of the initial inspection and/or investigation.

b. Enforcement Action. In the event that a Permittee determines that a facility or site operator has failed to adequately implement BMPs after a follow-up inspection, that

Permittee shall take enforcement action as established through authority in its municipal code and ordinances, through the judicial system, or refer the case to the Los Angeles Water Board, per the Interagency Coordination provisions below.

c. Records Retention. Each Permittee shall maintain records, per their existing record retention policies, and make them available on request to the Los Angeles Water Board, including inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating a good faith effort to bring facilities into compliance.

d. Referral of Violations of Municipal Ordinances and California Water Code § 13260. A Permittee may refer a violation(s) of its municipal stormwater ordinances and/or California Water Code section 13260 by industrial and commercial facilities and construction site operators not subject to the Industrial and/or Construction General Permits to the Los Angeles Water Board (via telephone or electronically[44]) provided that the Permittee has made a good faith effort of applying its Progressive Enforcement Policy to achieve compliance with its own ordinances. At a minimum, a Permittee's good faith effort must be documented with:

i. Two follow-up inspections; and

ii. Two warning letters or notices of violation.

e. Referral of Violations of the Industrial and Construction General Permits, including Requirements to File a Notice of Intent or No Exposure Certification. For those facilities or site operators in violation of municipal stormwater ordinances and subject to the Industrial and/or Construction General Permits, Permittees may escalate referral of such violations to the Los Angeles Water Board (promptly via telephone or electronically[45]) after one inspection and one written notice of violation (copied to the Los Angeles Water Board) to the facility or site operator regarding the violation. In making such referrals, Permittees shall include, at a minimum, the following documentation:

i. Name of the facility or site,

ii. Facility or site physical address (or GPS coordinates if a physical address is not available),

iii. Contact information of the Owner and Operator of the facility or site (i.e., name, address, phone number, email),

iv. WDID Number (if applicable),

v. Records of communication with the facility/site operator regarding the violation, which shall include at least one inspection report,

vi. The written notice of violation (copied to the Los Angeles Water Board),

vii. For industrial sites, the industrial activity being conducted at the facility that is subject to the Industrial General Permit and the corresponding SIC code (if available), and

viii. For construction sites, site acreage and site risk level.

[44] Email to MS4stormwaterRB4@waterboards.ca.gov.
[45] Ibid.

2. **Investigation of Complaints Transmitted by the Los Angeles Water Board Staff.** Each Permittee shall initiate, within one business day,[46] investigation of complaints from facilities within its jurisdiction. The initial investigation shall include, at a minimum, a limited inspection of the facility to confirm validity of the complaint and to determine if the facility is in compliance with municipal stormwater ordinances and, if necessary, to oversee corrective action. Each Permittee shall report their findings of their investigation to the Los Angeles Water Board within 3 weeks of receiving the complaint.

3. **Assistance with Los Angeles Water Board Enforcement Actions.** As directed by the Los Angeles Water Board Executive Officer, Permittees shall assist Los Angeles Water Board enforcement actions by:

   a. Assisting in identification of current owners, operators, and lessees of properties and sites.

   b. Providing staff, when available, for joint inspections with Los Angeles Water Board inspectors.

   c. Appearing to testify as witnesses in Los Angeles Water Board enforcement hearings.

   d. Providing copies of inspection reports and documentation demonstrating application of its Progressive Enforcement Policy.

C. Modifications/Revisions

Each Permittee shall modify its stormwater management programs, protocols, practices, and municipal codes to make them consistent with the requirements in this Order.

D. Public Information and Participation Program

1. General Provisions

a. Each Permittee shall continue to include public participation in their stormwater management program consistent with the requirements of 40 C.F.R. section 122.26(d)(2)(iv).

b. Each Permittee shall develop and implement the requirements listed in Part VIII.D.3 and Part VIII.D.4 below using one or more of the following approaches:

   i. Collaboratively (i.e., multiple Permittees, County-wide or Region-wide, or one or more Watershed Groups)

   ii. State or national partnerships with stormwater member agencies (e.g., CASQA)

   iii. Individually within its jurisdiction.

c. Each Permittee shall adapt its Public Information and Participation Program (PIPP) over time to address new information, water quality priorities, and stormwater management program priorities as they arise.

2. Objectives

a. Reach the general population and involve the range of socioeconomic groups and ethnic communities that make up the Los Angeles Region in Permittees' stormwater management programs to facilitate:

[46] Permittees may comply with the Permit by taking initial steps (such as logging, prioritizing, and tasking) to "initiate" the investigation within that one business day. However, the Los Angeles Water Board would expect that the initial investigation, including a site visit, to occur within four business days.

i. Increased understanding about the importance of stormwater management to public health/community health, environmental quality and local water resiliency; and

ii. Increased support for stormwater management programs and stormwater projects among residents in the region.

b. Facilitate pollution prevention through the proper management and disposal of used oil, toxic materials, and targeted pollutants as potential sources of water quality impacts associated with discharges into the MS4.

c. Use effective strategies to educate and involve residents and population subgroups through culturally effective methods.[47]

3. Program Requirements

a. Permittee(s) shall create opportunities for public engagement in stormwater planning and program implementation and shall raise public awareness of stormwater program benefits and needs. The Permittee may build upon programs/activities such as Caltrans' *Protect Every Drop* campaign and the Measure W campaign, which featured many educational events conducted by multiple stakeholders and MS4 Permittees.

b. Permittee(s) shall conduct educational activities and public information activities to facilitate stormwater and non-stormwater pollution prevention and mitigation. Activities should be focused on priority water quality issues as identified by the Permittee(s).

i. The Permittee(s) shall identify and select targeted pollutants for public information/education topics and materials. In selecting targets, the Permittee(s) shall consider the proper management and disposal of:

(a) Vehicle wastes (e.g., used oil, used tires);

(b) Household waste materials (i.e., trash and household hazardous waste, including personal care products, pharmaceuticals, and household cleaners);

(c) Pesticides, herbicides, and fertilizers;

(d) Green waste;

(e) Animal wastes; and/or

(f) Other materials as determined by the Permittee(s).

ii. Public informational/educational materials shall be distributed using the method(s) that the Permittee(s) chooses to most effectively reach the public and promote behavioral change and achieve the objectives in Part VIII.D.2 above. Such methods may include, but are not limited to the following:

(a) Internet-based platforms (e.g., stormwater websites, social media websites and applications);

(b) Commercial points-of-purchase (e.g., automotive parts stores, home improvement centers / hardware stores / paint stores, landscape / gardening centers, pet shops);

[47] Culturally effective methods require Permittees to identify audiences based on demographics, language and/or cultural attributes and behaviors and then identify and select outreach activities that will best align with the identified audiences.

(c) Schools;

(d) Radio/television; and/or

(e) Community events.

4. Documentation and Tracking

a. Permittee(s) shall develop metrics for measuring the effectiveness in achieving each objective listed in Part VIII.D.2 above.

b. Each Permittee shall, at a minimum, document and track the following information on Public Information and Participation activities implemented:

i. Activity;

ii. Date(s) of activity;

iii. Method of Dissemination;

iv. Targeted Behavior;

v. Targeted Pollutant;

vi. Targeted Audience;

vii. Culturally Effective Method(s); and

viii. Other information necessary for the metrics identified in Part VIII.D.4.a above

ix. Metric for measuring effectiveness.

E. Industrial/Commercial Facilities Program

This Part VIII.E is applicable to all Permittees except LACFCD and VCWPD.

1. General. Each Permittee except LACFCD and VCWPD shall implement an Industrial / Commercial Facilities Program that meets the requirements of this Part VIII.E. Through policies, procedures, and/or ordinances, the Industrial / Commercial Facilities Program shall be designed to prevent illicit discharges to the MS4 and receiving waters, reduce industrial / commercial discharges of stormwater to the maximum extent practicable, and prevent industrial / commercial discharges from the MS4 from causing or contributing to a violation of receiving water limitations. Minimum program components shall include the following:

a. Inventory and track Critical Industrial/Commercial Sources;

b. Educate, assist, and inspect Critical Industrial/Commercial Sources; and

c. Ensure compliance with municipal policies, procedures, and/or ordinances at industrial and commercial facilities that are critical sources of pollutants in stormwater.

2. Industrial/Commercial Sources Inventory / Electronic Tracking System

a. Each Permittee shall maintain an updated watershed-based inventory or database of all industrial and commercial facilities within its jurisdiction that are critical sources of stormwater pollution. The inventory or database shall be maintained in electronic format and incorporation of facility information into a Geographical Information System (GIS) is recommended. Critical Sources to be tracked are summarized below:

i. U.S. EPA “Phase I” Facilities [as specified in 40 CFR §122.26(b)(14)(i)-(xi)]

ii. Other federally mandated facilities [as specified in 40 CFR §122.26(d)(2)(iv)(C)]:

(a) Municipal landfills;

(b) Hazardous waste treatment, disposal, and recovery facilities; and

(c) Industrial facilities subject to section 313 "Toxic Release Inventory" reporting requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) [42 U.S.C. § 11023].

iii. Commercial Facilities may include, but are not limited to:

(a) Restaurants;

(b) Automotive service facilities (including those located at automotive dealerships);

(c) Retail Gasoline Outlets; and

(d) Nurseries and Nursery Centers (Merchant Wholesalers, Nondurable Goods, and Retail Trade).

iv. All other facilities that the Permittee determines may contribute significant amounts of pollutants to the MS4.

b. Each Permittee shall include the following minimum fields of information for each critical source industrial and commercial facility identified in its watershed-based inventory or database:

i. Name of facility;

ii. Name of owner/operator and contact information;

iii. Address of facility (physical and mailing);

iv. The latitude / longitude coordinates;

v. Standard Industrial Classification (SIC) code;

vi. North American Industry Classification System (NAICS) code (optional);

vii. A narrative description of the activities performed and/or principal products produced;

viii. Identification of facilities that have active coverage under the State Water Board's General NPDES Permit for the Discharge of Storm Water Associated with Industrial Activities (Industrial General Permit) or other individual or general NPDES permits. For facilities with active coverage under the Industrial General Permit, the type of coverage (i.e. Notice of Intent or No Exposure Certification) and the Waste Discharge Identification (WDID) number shall be included;

ix. Identification of facilities that have filed a Notice of Non-Applicability (NONA) or any applicable waiver issued by the Los Angeles Water Board or State Water Board pertaining to stormwater discharges;

x. Date and description of outreach; and

xi. Date(s) of inspection(s).

c. Each Permittee shall update its inventory of critical sources at least once every two years. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., business licenses, pretreatment permits, sanitary sewer connection permits, and similar information).

3. **Requirements for Commercial Sources.** The provisions contained in this Part VIII.E.3 apply to all facilities listed in Parts VIII.E.2.a.ii through iv above.

a. Outreach. At least once during the five-year period of this Order, each Permittee shall notify the owner/operator of each of its inventoried sites of the BMP requirements applicable to the site/source.

b. Business Assistance Program. Each Permittee shall implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in stormwater. Assistance shall be targeted to select business sectors or small businesses upon a determination that their activities may be contributing substantial amounts of pollutants to the MS4 or receiving water. Assistance may include technical guidance and provision of educational materials. The Program may include:

i. On-site technical assistance, telephone, or e-mail consultation regarding the responsibilities of business to reduce the discharge of pollutants, procedural requirements, and available guidance documents.

ii. Distribution of stormwater pollution prevention educational materials to operators of auto repair shops; car wash facilities; restaurants and mobile sources including automobile/equipment repair, washing, or detailing; power washing services; mobile carpet, drape, or upholstery cleaning services; swimming pool, water softener, and spa services; portable sanitary services; and commercial applicators and distributors of pesticides, herbicides and fertilizers, if present.

c. Inspection. Each Permittee shall inspect all facilities identified in Parts VIII.E.2.a.ii through iv of this Order in accordance with the frequency and scope stated below:

i. Frequency of Inspections. Each Permittee shall inspect the facilities every two years, ensuring that the first mandatory compliance inspection occurs no later than 2 years after the effective date of this Order. A minimum interval of 6 months between the compliance inspections is required.

ii. Scope of Inspections. Each Permittee shall inspect these facilities to confirm that stormwater and non-stormwater BMPs are being effectively implemented in compliance with municipal ordinances. At each facility, inspectors shall verify that the operator is implementing effective source control BMPs for the pollutants generated by the commercial activity. Likewise, for those BMPs that are not adequately protective of water quality, a Permittee may require additional site-specific controls. Each inspection shall be documented by an inspection report that includes a summary of the inspection, conclusion, and photos.

4. Requirements for Industrial Sources. The provisions contained in this Part VIII.E.4 apply to all facilities listed in Part VIII.E.2.a.i of this Order. The Industrial General Permit is the primary regulating permit for these facilities. Requirements for Permittees are as follows:

a. Business Assistance Program. Each Permittee shall implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to comply with the requirements of the Industrial General Permit.[48] Assistance shall be targeted to select business sectors or small businesses upon a determination that their activities may be contributing substantial amounts of pollutants to the MS4 or receiving water. Assistance may include technical guidance and provision of educational materials. The Program may include on-site technical assistance, telephone, or e-mail consultation regarding the responsibilities of business and

[48] Permittees may use information and tools available at the Los Angeles Water Board and State Water Board websites respectively at www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/sw_index.html and www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.html.

techniques to reduce the discharge of pollutants, procedural requirements, and available guidance documents. Permittees may also refer businesses to the Los Angeles Water Board or State Water Board to provide further technical assistance.

b. Inspection. Each Permittee shall inspect all facilities identified in Part VIII.E.2.a.i of this Order in accordance with the frequency and scope stated below:

i. Frequency of Inspections. Each Permittee shall inspect the facilities every two years for facilities that have exposure to stormwater and every five years for facilities that do not have exposure to stormwater. Permittees shall ensure that the first mandatory compliance inspection occurs no later than 2 years after the effective date of this Order. A minimum interval of 6 months between the compliance inspections is required.

ii. Scope of Inspections. Each Permittee shall inspect these facilities to confirm that:

(a) The facility is either enrolled in the Industrial General Permit (i.e. has an active WDID number) or has submitted a NONA application to the Los Angeles Water Board.

(b) A Storm Water Pollution Prevention Plan (SWPPP) is developed and available at the facility.

(c) BMPs are being effectively implemented at the facility for all pollutants of concern.

(d) Each inspection shall be documented by an inspection report that includes a summary of the inspection, conclusion, and if possible, photos.

iii. Exclusion of Industrial Facility Inspection. The Permittee is exempt from performing the inspection requirements listed in Parts VIII.E.4.b.i and ii above if the facility has been inspected by the Los Angeles Water Board within the past 2 years.[49]

5. Source Control BMPs for All Facilities Listed Under Part VIII.E.2.a.i – iv. Effective source control BMPs for the activities listed in Table 6 of this Order shall be implemented at all facilities listed under Part VIII.E.2.a.i – iv of this Order unless the pollutant generating activity does not occur or occurs in areas where there is no exposure to stormwater discharges:

[49] History of inspections may be verified by contacting the Los Angeles Water Board or through SMARTS at https://smarts.waterboards.ca.gov.

Table 6. Source Control BMPs for Industrial and Commercial Facilities

Pollutant-Generating Activity	BMP Narrative Description
Unauthorized Non-Stormwater Discharges	Effective elimination of unauthorized non-stormwater discharges
Accidental Spills/Leaks	Implementation of effective spills/leaks prevention and response procedures
Vehicle/Equipment Fueling	Implementation of effective fueling source control devices and practices
Vehicle/Equipment Cleaning	Implementation of effective equipment/vehicle cleaning practices and appropriate wash water management practices
Vehicle/Equipment Repair	Implementation of effective vehicle/equipment repair practices and source control devices
Outdoor Liquid Storage	Implementation of effective outdoor liquid storage source controls and practices
Outdoor Equipment Operations	Implementation of effective outdoor equipment source control devices and practices
Outdoor Storage of Raw Materials	Implementation of effective source control practices and structural devices
Storage and Handling of Solid Waste	Implementation of effective solid waste storage/handling practices and appropriate control measures
Building and Grounds Maintenance	Implementation of effective facility maintenance practices
Parking/Storage Area Maintenance	Implementation of effective parking/storage area designs and housekeeping/maintenance practices
Stormwater Conveyance System Maintenance Practices	Implementation of proper conveyance system operation and maintenance protocols
Pollutant-Generating Activity	**BMP Narrative Description from Los Angeles Water Board Resolution No. 98-08**
Sidewalk Washing	**1.** Remove trash, debris, and free-standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing; and **2.** Use high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area.
Street Washing	Collect and divert wash water to the sanitary sewer. Note: Approval from the applicable sanitary sewer collection agency may be needed.

6. **Progressive Enforcement.** Each Permittee shall implement its Progressive Enforcement Policy to ensure that Industrial / Commercial facilities are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B for requirements for the development and implementation of a Progressive Enforcement Policy.

F. Planning and Land Development Program

This Part VIII.F is applicable to all Permittees except LACFCD and VCWPD. Each Permittee except LACFCD and VCWPD must use their land use and planning authorities to implement a Planning and Land Development Program.

1. **Priority Development Projects.** Priority Development Projects are land development projects that fall under the Permittee's planning and building authority for which the Permittee must impose specific requirements, including the implementation of structural BMPs to meet the performance requirements described in Part VIII.F.4 of this Order.

   a. **Definition of Priority Development Projects.** Priority Development Projects include the following:

      i. New development projects that are in any of the following categories:

         (a) Projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet or more of impervious surface area (collectively over the entire project site)

         (b) Industrial parks of 10,000 square feet or more of surface area

         (c) Commercial malls of 10,000 square feet or more of surface area

      ii. Redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site) on any of the following:

         (a) Existing sites of 10,000 square feet or more of impervious surface area

         (b) Industrial parks 10,000 square feet or more of surface area

         (c) Commercial malls 10,000 square feet or more of surface area

      iii. New development and redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site) and support one or more of the following uses:

         (a) Restaurants (SIC 5812)

         (b) Parking lots

         (c) Automotive service facilities (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539)

         (d) Retail gasoline outlets

      iv. New development and redevelopment projects that create and/or replace 2,500 square feet or more of impervious area; discharge stormwater that is likely to impact a sensitive biological species or habitat; and are located in or directly adjacent to or are discharging directly to an ASBS, "Sensitive Ecological Area" in Los Angeles County,[50] or "Environmentally Sensitive Area" in Ventura County.[51]

      v. Street and road construction of 10,000 square feet or more of impervious surface area shall follow U.S. EPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects. Temporary access roads are not subject to this requirement. Projects under this category are exempt from the

[50] As identified by the County of Los Angeles' Significant Ecological Areas Program. (http://planning.lacounty.gov/site/sea/home/)

[51] As identified by Ventura County Permittees using the definition of an "Environmentally Sensitive Area" in Order No. R4-2010-0108.

Priority Development Structural BMP Performance Requirements in Part VIII.F.4 of this Order.

b. Considerations for Redevelopment Projects

i. The structural BMP performance requirements of Part VIII.F.4 of this Order are applicable to redevelopment Priority Development Projects, as defined in Part VIII.F.1.a of this Order, as follows:

(a) Where redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development the entire project must be mitigated.

(b) Where redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development only the alteration must be mitigated, and not the entire development.

ii. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

c. Exemptions. Permittees can exempt themselves from the Priority Development Project Structural BMP Performance Requirements in Part VIII.F.4 of this Order if they implement one of the following:

i. Local Ordinance Equivalence. A Permittee that has adopted a local LID ordinance prior to the adoption of this Order, and which includes a retention requirement numerically equal to the 0.75-inch, 24-hour rain event or the 85th percentile, 24-hour rain event, whichever is greater, may submit documentation to the Los Angeles Water Board that the alternative requirements in the local ordinance will provide equal or greater reduction in stormwater discharge pollutant loading and volume as would have been obtained through strict conformance with Part VIII.F.4 of this Order and, if applicable, Part VIII.F.2 of this Order.

(a) The Los Angeles Water Board shall provide public notice of the proposed equivalency determination and a minimum 30-day period for public comment. After review and consideration of public comments, the Los Angeles Water Board Executive Officer will determine whether implementation of the local ordinance provides equivalent pollutant control to the applicable provisions of this Order. Local ordinances that do not strictly conform to the provisions of this Order must be approved by the Los Angeles Water Board Executive Officer as being “equivalent” in effect to the applicable provisions of this Order in order to substitute for the requirements in Part VIII.F.4 of this Order and, where applicable, Part VIII.F.2 of this Order.

(b) Where the Los Angeles Water Board Executive Officer determines that a Permittee’s local LID ordinance does not provide equivalent pollutant control, the Permittee shall either:

(1) Require conformance with Part VIII.F.4 of this Order and, where applicable, Part VIII.F.2 of this Order, or

(2) Update its local ordinance to conform to the requirements herein and resubmit to the Los Angeles Water Board Executive Officer for approval.

ii. Regional Stormwater Mitigation Program. Permittees may apply for approval of a regional or sub-regional stormwater mitigation program to substitute in part or wholly for new development and redevelopment requirements for proposed areas. Upon review and a determination by the Los Angeles Water Board Executive Officer that the proposal is technically valid and appropriate, the Los Angeles Water Board may consider for approval such a program if its implementation meets all of the following requirements:

(a) Retains the runoff from the 85th percentile, 24-hour rain event or the 0.75 inch, 24-hour rain event, whichever is greater;

(b) Results in improved stormwater quality;

(c) Meets the hydromodification management requirements in Part VIII.F.2 of this Order if applicable;

(d) Is fiscally sustainable and has secure funding; and

(e) Is completed in five years including the construction and start-up of treatment facilities.

(f) Nothing in this provision shall be construed as to delay the implementation of requirements for new development and redevelopment, as approved in this Order.

iii. Specific LID Performance Standards attached to Waste Discharge Requirements (Order No. R4-2012-0139) for Newhall Ranch Project Phases I and II. The Newhall Ranch Project Phases I and II (a.k.a. the Landmark and Mission Village projects) are deemed to be an existing development that will at a minimum be designed to comply with the Specific LID Performance Standards attached to the Waste Discharge Requirements in Order No. R4-2012-0139. All subsequent phases of the Newhall Ranch Project constructed during the term of this Order shall be subject to the requirements of this Order.

d. Priority Development Project Structural BMP Performance Requirements. Each Permittee shall require all Priority Development Projects identified in Part VIII.F.1.a of this Order to meet the Structural BMP Performance Requirements contained in Part VIII.F.4 of this Order in the following order of preference:

i. On-site infiltration, bioretention and/or rainfall harvest and use,

ii. If subpart i above is infeasible, on-site biofiltration, off-site groundwater replenishment, and/or off-site retrofit, or

iii. If subpart ii above is infeasible, on-site treatment, where all the above options are infeasible.

2. Hydromodification Management Requirements. Permittees must require (i) Priority Development Projects within natural drainage systems in Los Angeles County and (ii) Priority Development Projects disturbing land areas of 50 acres or greater in Ventura County to implement hydrological control measures to prevent accelerated downstream erosion and protect stream habitat.

a. Definition of Natural Drainage Systems. Natural drainage systems that are subject to the hydromodification assessments and control include all drainages that have not been modified using engineering controls or drainages that are tributary to a natural drainage system. Examples of engineering modifications to a drainage include channelization, armoring with concrete, and application of rip-rap. The clearing or dredging of a natural drainage system does not constitute a "modification" for purposes of these provisions.

b. Exemptions to Hydromodification Controls. Permittees may exempt the following New Development and Redevelopment projects from implementation of hydromodification controls where assessments of downstream channel conditions and proposed discharge hydrology indicate that adverse hydromodification effects to beneficial uses of Natural Drainage Systems are unlikely:

i. Projects that are replacement, maintenance or repair of a Permittee's existing flood control facility, storm drain, or transportation network.

ii. Redevelopment Projects in the Urban Core that do not increase the effective impervious area or decrease the infiltration capacity of pervious areas compared to the pre-project conditions.

iii. Projects that have any increased discharge directly or via a storm drain to a sump, lake, area under tidal influence, into a waterway that has a 100-year peak flow (Q100) of 25,000 cfs or more, or other receiving water that is not susceptible to hydromodification impacts.

iv. Projects that discharge directly or via a storm drain into concrete or otherwise engineered (not natural) channels (e.g., channelized or armored with rip rap, shotcrete, etc.), which, in turn, discharge into receiving water that is not susceptible to hydromodification impacts (as in Parts VIII.F.2.b.i-iii above).

v. LID BMPs implemented on single family homes are sufficient to comply with Hydromodification criteria.

c. Hydromodification Management Control Criteria

i. Projects disturbing an area less than or equal to 1 acre must implement controls meeting applicable performance requirements in Part VIII.F.4 of this Order.

ii. Projects disturbing an area greater than 1 acre, but less than 50 acres will be presumed to meet pre-development hydrology if one of the following demonstrations are made:

(a) The project is designed to retain onsite the runoff of the 95th percentile, 24-hour storm; or

(b) The runoff flow rate, volume, velocity, and duration for the post-development condition do not exceed the pre-development condition for the 2-year, 24-hour storm event. This condition may be substantiated by simple screening models, including those described in Hydromodification Effects on Flow Peaks and Durations in Southern California Urbanizing Watersheds or other models acceptable to the Executive Officer of the Los Angeles Water Board; or

(c) The Erosion Potential (Ep) in the receiving water is approximately 1. Ep is determined as follows: The total *effective work* done on the channel boundary is derived and used as a metric to predict the likelihood of channel adjustment given watershed and stream hydrologic and geomorphic

variables. The index under urbanized conditions is compared to the index under pre-urban conditions expressed as a ratio (Ep). The effective work index (*W*) can be computed in several different ways including simplistic work equations, material specific sediment transport equations, or more complex functions based on site calibrated sediment rating curves. One such work equation, which represents the total work done on the channel boundary, includes the following:

$$\textbf{\textit{Equation 1}}: \quad W = \sum_{i=1}^{n} (\tau_i - \tau_c)^{1.5} \cdot V \cdot \Delta t_i$$

Where: *W* = effective work, τ_c = critical shear stress that initiates bed mobility or erodes the weakest bank layer, τ_i = applied hydraulic shear stress, Δt = duration of flows (in hours), *V* = mid-channel flow velocity, and *n* = length of flow record. The effective work index for presumed stable stream channels under pre-urban conditions (W_{post}) is compared to stable and unstable channels under current urbanized conditions (W_{pre}). The comparison, expressed as a ratio, is defined as the Erosion Potential (E_p)[52] (McRae (1992, 1996)).

$$\textbf{\textit{Equation 2}}: \quad Ep = \frac{W_{post}}{W_{pre}}$$

where:

W_{post} = work index estimated for the post-urban condition

W_{pre} = work index estimated for the pre-urban condition

Alternatively, Permittees can demonstrate that an Ep of approximately 1 has been achieved in the receiving water as determined by a Hydromodification Analysis Study or opt to use other work equations to demonstrate that an Ep of approximately 1 has been achieved for Los Angeles Water Board Executive Officer approval. Additionally, Permittees can use a sediment transport function such as the Brownlie equation or the Meyer-Peter and Muller equation (*US Department of Agriculture, Natural Resources Conservation Service, 2007. Part 654 Stream Restoration Design, National Engineering Handbook, August 2007*) to demonstrate appropriate Hydromodification control.

iii. Projects disturbing 50 acres or more will be presumed to meet pre-development hydrology based on the successful demonstration of one of the following conditions:

(a) The site infiltrates onsite the runoff from a 2-year, 24-hour storm event; or

(b) The runoff flow rate, volume, velocity, and duration for the post-development condition does not exceed the pre-development condition for the 2-year,

[52] MacRae, C.R. 1992. The Role of Moderate Flow Events and Bank Structure in the Determination of Channel Response to Urbanization. Resolving conflicts and uncertainty in water management: Proceedings of the 45th Annual Conference of the Canadian Water Resources Association. Shrubsole, D, ed. 1992, pg. 12.1-12.21; MacRae, C.R. 1996. Experience from Morphological Research on Canadian Streams: Is Control of the Two-Year Frequency Runoff Event the Best Basis for Stream Channel Protection. Effects of Watershed Development and Management on Aquatic Ecosystems, ASCE Engineering Foundation Conference, Snowbird, Utah, pg. 144-162.

24-hour storm event. These conditions must be substantiated by hydrologic modeling acceptable to the Los Angeles Water Board Executive Officer; or

(c) The Erosion Potential (Ep) in the receiving water is approximately 1.

d. Alternative Criteria

i. Low Impact Development Manual. Permittees may satisfy hydromodification requirements by implementing the hydromodification requirements in the current County of Los Angeles Low Impact Development Manual and/or Ventura County Hydromodification Control Plan for all projects disturbing an area greater than 1 acre within natural drainage systems.

ii. Hydromodification Control Plans. Permittees may alternatively develop and implement watershed specific Hydromodification Control Plans (HCPs). Such plans shall be developed no later than one year after the effective date of this Order for Los Angeles Water Board Executive Officer approval. The HCP shall be deemed in effect upon approval.

(a) An HCP shall identify:

(1) Stream classifications

(2) Flow rate and duration control methods

(3) Sub-watershed mitigation strategies

(4) Stream and/or riparian buffer restoration measures, which will maintain the stream and tributary Erosion Potential at 1 unless an alternative value can be shown to be protective of the natural drainage systems from erosion, incision, and sedimentation that can occur as the result of flow increases from impervious surfaces and prevent damage to stream habitat in natural drainage system tributaries.

(b) An HCP shall contain the following elements:

(1) Hydromodification Management Standards

(2) Natural Drainage Areas and Hydromodification Management Controls

(3) Hydromodification Management Control Design Criteria

(4) For flow duration control methods, the range of flows to control for, and goodness of fit criteria

(5) Allowable low critical flow (*Qc*) which initiates sediment transport

(6) Description of the approved Hydromodification Model

(7) Any alternate Hydromodification Management Model and Design

(8) Stream Restoration Measures Design Criteria

(9) Monitoring and Effectiveness Assessment

(10) Record Keeping

3. Implementation Requirements

a. Project Coordination. Each Permittee shall facilitate a process for effective approval of post-construction stormwater control measures. The process shall include:

i. Detailed LID site design and BMP review including BMP sizing calculations, BMP pollutant removal performance, and municipal approval; and

ii. An established structure for communication and delineated authority between and among municipal departments that have jurisdiction over project review, plan approval, and project construction through memoranda of understanding or an equivalent agreement.

b. Maintenance Agreement and Transfer. Prior to issuing approval for final occupancy, each Permittee shall require that all new development and redevelopment projects subject to post-construction BMP requirements, with the exception of simple LID BMPs implemented on single family residences, provide an operation and maintenance plan, monitoring plan, where required, and verification of ongoing maintenance provisions for LID practices, Treatment Control BMPs, and Hydromodification Control BMPs including but not limited to: final map conditions, legal agreements, covenants, conditions or restrictions, CEQA mitigation requirements, conditional use permits, and/or other legally binding maintenance agreements. Permittees shall require maintenance records be kept on site for treatment BMPs implemented on single family residences.

i. Verification at a minimum shall include the developer's signed statement accepting responsibility for maintenance until the responsibility is legally transferred; and either:

(a) A signed statement from the public entity assuming responsibility for BMP maintenance; or

(b) Written conditions in the sales or lease agreement, which require the property owner or tenant to assume responsibility for BMP maintenance and conduct a maintenance inspection at least once a year; or

(c) Written text in project covenants, conditions, and restrictions for residential properties assigning BMP maintenance responsibilities to the Homeowners Association; or

(d) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of BMPs.

ii. Each Permittee shall require all development projects subject to post-construction BMP requirements to provide a plan for the operation and maintenance of all structural and treatment controls. The plan shall be submitted for examination of relevance to keeping the BMPs in proper working order. Where BMPs are transferred to Permittee for ownership and maintenance, the plan shall also include all relevant costs for upkeep of BMPs in the transfer. Operation and Maintenance plans for private BMPs shall be kept on-site for periodic review by Permittee inspectors.

c. Tracking, Inspection, and Enforcement of Post-Construction BMPs. Each Permittee shall implement a tracking system and an inspection and enforcement program for new development and redevelopment post-construction stormwater no later than 60 days after Order adoption date.

i. Implement a GIS or other electronic system for tracking projects that have been conditioned for post-construction BMPs. The electronic system, at a minimum, should contain the following information:

(a) Municipal Project ID

(b) Project Acreage

(c) BMP Type and Description

(d) BMP Location (coordinates)

(e) Date of Acceptance

(f) Date of Maintenance Agreement

(g) Maintenance Records

(h) Inspection Date and Summary

(i) Corrective Action

(j) Date Certificate of Occupancy Issued

(k) Replacement or Repair Date

ii. Inspect all development sites upon completion of construction and prior to the issuance of occupancy certificates to ensure proper installation of LID measures, structural BMPs, treatment control BMPs and hydromodification control BMPs. The inspection may be combined with other inspections provided it is conducted by trained personnel.

iii. Verify proper maintenance and operation of post-construction BMPs previously approved for new development and redevelopment and operated by the Permittee. The post-construction BMP maintenance inspection program shall incorporate the following elements:

(a) The development of a Post-construction BMP Maintenance Inspection checklist; and

(b) Inspection at least once every 2 years after project completion, of post-construction BMPs to assess operation conditions with particular attention to criteria and procedures for post-construction treatment control and hydromodification control BMP repair, replacement, or re-vegetation.

iv. For post-construction BMPs operated and maintained by parties other than the Permittee, the Permittee shall require the other parties to document proper maintenance and operations.

v. Undertake enforcement action per the established Progressive Enforcement Policy as appropriate based on the results of the inspection. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

4. Priority Development Project Structural BMP Performance Requirements

a. Water Quality / Flow Reduction / Resources Management Criteria

i. Except as provided in Part VIII.F.1.c, Part VIII.F.2, or Part VIII.F.4.b of this Order, each Permittee shall require Priority Development Projects to retain on-site the Storm Water Quality Design Volume (SWQDV). The SWQDV is defined the greater of the following:

(a) The runoff from the 0.75-inch, 24-hour rain event; or

(b) The runoff from the 85th percentile, 24-hour rain event.

ii. When evaluating the potential for on-site retention, each Permittee shall consider the maximum potential for evapotranspiration from green roofs and rainfall harvest and use.

b. Alternative Compliance

i. In instances of technical infeasibility or where a project has been determined to provide an opportunity to replenish regional ground water supplies at an offsite location within the same sub-watershed (HUC-12) as the new development or redevelopment project, each Permittee may allow projects to comply with this Order through the alternative compliance measures as described in Part VIII.F.4.c of this Order.

ii. Technical Infeasibility Demonstration. Technical infeasibility may be determined by the Permittee or demonstrated to the Permittee by the project applicant. If a project applicant is demonstrating technical infeasibility, the project applicant must demonstrate that the project cannot reliably retain 100 percent of the SWQDV on-site, even with the maximum application of green roofs and/or rainwater harvest and use, and that compliance with the applicable postconstruction requirements would be technically infeasible by submitting a site-specific hydrologic and/or design analysis conducted and endorsed by a registered professional engineer, geologist, architect, and/or landscape architect. Technical infeasibility may result from conditions including the following:

(a) The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDV on-site.

(b) Locations where seasonal high ground water is within 5 to 10 feet of the surface.

(c) Locations within 100 feet of a ground water well used for drinking water.

(d) Brownfield development sites where infiltration poses a risk of causing pollutant mobilization.

(e) Other locations where pollutant mobilization is a documented concern.[53]

(f) Locations with potential geotechnical hazards.

(g) Smart growth and infill or redevelopment locations where the density and/or nature of the project would create significant difficulty for compliance with the on-site volume retention requirement.

iii. Alternative Compliance for Groundwater Replenishment Opportunities. To utilize alternative compliance measures to replenish groundwater at an offsite location, the project applicant shall demonstrate:

(a) Why it is not advantageous to replenish groundwater at the project site,

(b) That the offsite location is in the same subwatershed (HUC-12) as the Priority Development Project,

(c) That groundwater can be used for beneficial purposes at the offsite location, and

[53] Pollutant mobilization is considered a documented concern at or near properties that are contaminated or store hazardous substances underground.

(d) That the alternative measures shall also provide equal or greater water quality benefits to the receiving surface water than the Water Quality/Flow Reduction/Resource Management Criteria in Part VIII.F.4.a of this Order.

c. Alternative Compliance Measures

i. Onsite Biofiltration: Projects can use biofiltration for 1.5 times the portion of the SWQDV that is not reliably retained onsite where R_v = volume reliably retained onsite and B_v is the biofiltration volume.

$$\textbf{\textit{Equation 3}}: \quad B_v = 1.5(SWQDV - R_v)$$

(a) Biofiltration systems shall, at a minimum, meet design specifications consistent with those provided in the Los Angeles County LID Manual, Ventura County Technical Guidance Manual for Storm Water Quality Control Measures (July 2002 and its revisions), or equivalent LID Manual.

(b) Biofiltration systems discharging to a receiving water that is included on the Clean Water Act section 303(d) list of water quality-limited (i.e., impaired) water bodies due to nitrogen compounds or related effects shall be designed and maintained to achieve enhanced nitrogen removal capacity.

ii. Onsite Flow-based BMPs: If a Permittee determines that onsite biofiltration and offsite alternative compliance measures are not technically feasible, the Permittee may request the Executive Officer allow the use of onsite flow-based BMPs. In the request, Permittees must outline why none of the other alternative compliance measures are feasible. Approval will only be granted to areas where other alternative compliance measures are not feasible due to significant technical issues.

If approved, the Permittee may allow the Priority Development Project to utilize flow-through treatment control BMPs to treat runoff leaving the site, and mitigate for the design capture volume not reliably retained onsite pursuant to Part VIII.F.4.a of this Order. Flow-through treatment control BMPs must be sized and designed to:

(a) Filter or treat either:

(1) The maximum flow rate of runoff produced from a rainfall intensity of 0.2 inch of rainfall per hour, for each hour of a storm event; or

(2) The maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity (for each hour of a storm event), as determined from the local historical rainfall record, multiplied by a factor of two;

(b) Be certified for "Enhanced Treatment" under the Washington State Department of Ecology's TAPE Program; or an appropriate future BMP certification developed by the State of California.

iii. Off-site Infiltration: Projects may use infiltration or bioretention BMPs to intercept a volume of stormwater runoff equal to the SWQDV, less the volume of stormwater runoff reliably retained onsite, at an approved offsite project located within the same subwatershed (HUC-12) as the Priority Development Project, and provide pollutant reduction (treatment) of the stormwater runoff discharged from the project site in accordance with the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order. The required offsite mitigation volume (M_v) shall be calculated by the equation below:

$$\textbf{\textit{Equation 4}}: \quad M_v = SWQDV - R_v$$

iv. Groundwater Replenishment Projects: Permittees may propose regional projects to replenish regional groundwater supplies at offsite location, provided the groundwater supply has a designated beneficial use in the Basin Plan.

(a) Regional groundwater replenishment projects must use infiltration, groundwater replenishment, or bioretention BMPs to intercept a volume of stormwater runoff equal to the SWQDV for Priority Development Projects, within the approved project area, and

(b) Provide pollutant reduction (treatment) of the stormwater runoff discharged from Priority Development Projects, within the project area to mitigate stormwater pollution in accordance with the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order.

(c) Permittees implementing a regional groundwater replenishment project in lieu of onsite controls shall ensure the volume of runoff captured by the project shall be equal to the mitigation volume calculated using Equation 4 in Part VIII.F.4.c.iii of this Order.

(d) Regional groundwater replenishment projects must be located in the same sub-watershed (HUC-12) as the Priority Development Project(s) that did not fully retain the SWQDV. Permittees may consider locations outside of the HUC-12 but within the HUC-10 subwatershed area if there are no opportunities within the HUC-12 subwatershed or if greater pollutant reductions and/or groundwater replenishment can be achieved at a location within the larger HUC-10 subwatershed. The use of a mitigation, groundwater replenishment, or retrofit project outside of the HUC-12 subwatershed is subject to the approval of the Executive Officer of the Los Angeles Water Board.

v. Off-site Project – Retrofit Existing Development: Project proponents may use infiltration, bioretention, rainfall harvest and use and/or biofiltration BMPs to retrofit an existing development, with similar land uses or land uses associated with comparable or higher stormwater runoff event mean concentrations (EMCs) than the as the project which did not fully retain the SWQDV. Comparison of EMCs for different land uses shall be based on published data from studies performed in southern California.

(a) The retrofit land shall be designed and constructed to intercept a volume of stormwater runoff equal to the mitigation volume as described above in Equation 4, except biofiltration BMPs shall be designed to meet the biofiltration volume as described in Equation 3 and

(b) Provide pollutant reduction (treatment) of the stormwater runoff from the project site as described in the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order.

d. Water Quality Mitigation Criteria

i. Each Permittee shall require all Priority Development Projects that have been approved for offsite mitigation or ground water replenishment projects as defined in Part VIII.F.4.b through Part VIII.F.4.c of this Order to also provide treatment of stormwater runoff from the project site. Each Permittee shall require these projects to design and implement post-construction stormwater BMPs and

control measures to reduce pollutant loading as necessary to ensure that the controls implemented on the site are designed so that the discharge does not cause or contribute to an exceedance of receiving water limitations at the Permittee's downstream MS4 outfall.

ii. Each Permittee may allow the project proponent to install flow-through modular treatment systems including sand filters, or other proprietary BMP treatment systems that are certified for "Basic Treatment" under the Washington State Department of Ecology's TAPE Program; or an appropriate future BMP certification developed by the State of California. The sizing of the flow through treatment device shall be based on a rainfall intensity of:

(a) 0.2 inch per hour, or

(b) The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County or Ventura County isohyetal map, whichever is greater.

iii. In addition to the requirements for controlling pollutant discharges as described in Part VIII.F.4.c of this Order and the treatment benchmarks described above, each Permittee shall ensure that the new development or redevelopment will not cause or contribute to an exceedance of applicable limitations at the outfall established in Part IV.B and Attachments K though S of this Order.

G. Construction Program

1. **Construction Program Applicability.** The requirements contained in this part apply to all activities involving land disturbance with the exception of agricultural activities. Activities covered by this permit include construction or demolition activity, including, but not limited to clearing, grading, grubbing, soil compaction, excavation, paving or re-paving, linear underground/overhead projects (LUPs), or any other activity that results in a land disturbance.

2. Each Permittee shall develop, implement, and enforce a construction program that:

   a. Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.

   b. Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.

   c. Reduces construction site discharges of pollutants to the MS4 to the maximum extent possible.

   d. Prevents construction site discharges to the MS4 from causing or contributing to a violation of receiving water limitations.

   e. Ensures that the pertinent provisions contained in Part VIII.F (Planning and Land Development Program) of this Order are incorporated in applicable construction projects.

3. Each Permittee shall establish for its jurisdiction an enforceable erosion and sediment control ordinance, or equivalent municipal code language, for all construction sites that disturb land.

4. **Construction Sites Less than One Acre.** The provisions contained in this Part VIII.G.4 apply exclusively to construction sites less than 1 acre that are not part of a common plan of development.

   a. BMP Implementation. Through the use of the Permittee's erosion and sediment control ordinance and/or building permit, the Permittee shall require the

implementation of an effective combination of erosion and sediment control BMPs from Table 7 and/or Table 8 of this Order (where applicable) to prevent erosion and sediment loss, and the discharge of construction wastes.

Table 7. Minimum Set of BMPs for All Construction Sites

Site Management	Housekeeping
Erosion Controls	Scheduling
	Preservation of Existing Vegetation
	Wind erosion controls
Sediment Controls	Perimeter controls (e.g. Silt Fence, Sandbag Barriers, etc.)
	Stabilized Construction Site Entrance/Exit
Non-Stormwater Management	Water Conservation Practices
	Dewatering Operations
Waste Management	Material Delivery and Storage
	Stockpile Management
	Spill Prevention and Control
	Solid Waste Management
	Concrete Waste Management
	Sanitary/Septic Waste Management

Table 8. Minimum Required BMPs for Roadway Paving or Repair Operation (For Private or Public Projects)

1	Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
2	Install gravel bags and filter fabric or other equivalent inlet protection at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.
3	Prevent the discharge of release agents including soybean oil, other oils, or diesel to the stormwater drainage system or receiving waters.
4	Minimize non stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.
5	Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
6	Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
7	Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.
8	Cover the "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
9	Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
10	Minimize airborne dust by using water spray or other approved dust suppressant during grinding.
11	Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near stormwater drainage system or receiving waters.
12	Protect stockpiles with a cover or sediment barriers during a rain.

b. Construction Site Inspection. Inspect construction sites as needed based on the evaluation of the factors that are a threat to water quality. In evaluating the threat to

water quality, the following factors shall be considered: project start and estimated completion date; soil erosion potential; site slope; project size and type; sensitivity of receiving water bodies; proximity to receiving water bodies; non-stormwater discharges; past record of non-compliance by the operators of the construction site; and any water quality issues relevant to the watershed where the construction site is located.

5. **Construction Sites One Acre or Greater.** The provisions contained in this Part VIII.G.5 apply exclusively to construction sites 1 acre or greater and construction sites less than 1 acre that are part of a common plan of development totaling 1 acre or greater. The Construction General Permit is the primary regulating permit for these sites. Requirements for Permittees are as follows:

   a. Construction Plan Review and Approval

   i. Prior to the Permittee issuing a grading or building permit (or any pertinent permits), each Permittee shall verify that the construction site operators have existing coverage under applicable permits, including, but not limited to the Construction General Permit, and State Water Board 401 Water Quality Certification.

   ii. Prior to the Permittee issuing a grading or building permit (or any pertinent permits), each Permittee shall require each operator of a construction activity within its jurisdiction to prepare and submit a post-construction plan prior to the disturbance of land for the Permittee's review and written approval. Prior to approval, each Permittee shall verify that the post-construction plans comply with the applicable provisions listed in Part VIII.F (Planning and Land Development Program) of this Order.

   b. Construction Site Inventory / Electronic Tracking System

   i. Each Permittee shall use an electronic system to inventory grading permits, encroachment permits, demolition permits, building permits, or construction permits (and any other municipal authorization to move soil and/ or conduct construction or destruction that involves land disturbance) issued by the Permittee. To satisfy this requirement, the use of a database or GIS is recommended.

   ii. Each Permittee shall continuously update the inventory as new sites are permitted and sites are completed. The inventory / tracking system shall contain, at a minimum:

      (a) Relevant contact information for each project (e.g., name, address, phone, email, etc. for the owner and contractor);

      (b) The latitude / longitude coordinates of the project;

      (c) The basic site information including status, size of the project and area of disturbance;

      (d) Site Risk Level (or Type for Linear Underground/Overhead projects);

      (e) The current construction phase where feasible;

      (f) Inspection date(s);

      (g) The project start date and anticipated completion date;

(h) Whether the project has submitted a Notice of Intent and obtained coverage under the Construction General Permit, and if so, the project's Waste Discharge Identification (WDID) number; and

(i) A brief description of the project's post-construction BMPs and a comparison of pre-construction stormwater runoff volume versus post-construction stormwater runoff volume.

c. Construction Site Inspection. Each Permittee shall inspect all construction sites 1 acre or greater and construction sites less than 1 acre that are part of a common plan of development totaling 1 acre or greater in accordance with the frequency and scope stated below:

i. Frequency of Inspections

(a) For construction sites that are determined to be a significant threat to water quality[54] and construction sites that discharge to a 303(d)-listed waterbody impaired for sediment or turbidity, the Permittee shall conduct an inspection:

(1) At least once every two weeks,

(2) When two or more consecutive days with greater than 50% chance of rainfall are predicted by National Oceanic and Atmospheric Administration (NOAA)[55],

(3) And within 48 hours of a 0.5-inch rain event.

(b) For all other construction sites, the Permittee shall conduct monthly inspections.

(c) If following a site inspection, the Permittee deems the site in compliance with the requirements listed in Part VIII.G.5.c.ii below, the Permittee may reduce the inspection frequency as necessary to a minimum of once during wet weather and once during dry weather.

(d) Once the project is completed and prior to issuing a certificate of occupancy, the Permittee shall conduct a post-construction inspection.

ii. Scope of Inspections. Each Permittee shall inspect these sites to confirm that:

(a) The project is enrolled in the Construction General Permit (i.e. has an active WDID number).

(b) A SWPPP is developed and available at the site.

(c) An effective combination of erosion and sediment control BMPs from Table 7 or Table 8 of this Order (where applicable) are implemented to prevent erosion and sediment loss, and the discharge of construction wastes.

(d) During the Certificate of Occupancy inspection, or any type of post-construction inspection, each Permittee shall ensure post-construction BMPs have been implemented in accordance with the project's post-construction plans approved per Part VIII.G.5.a.ii above.

[54] In evaluating the threat to water quality, the following factors shall be considered: soil erosion potential; site slope; project size and type; sensitivity of receiving water bodies; proximity to receiving water bodies; non-stormwater discharges; past record of non-compliance by the operators of the construction site; and any water quality issues relevant to the particular MS4.

[55] https://www.nws.noaa.gov

iii. The requirements under Part VIII.G.5.c of this Order can be satisfied by inspections conducted by the project proponent's Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), or other personnel/consultants who are Certified Professionals in Erosion and Sediment Control (CPESC), provided that the Permittee:

(a) Ensures all requirements under Part VIII.G.5.c are satisfied by the inspection,

(b) Verifies the inspection findings,

(c) Takes responsibility for the validity of the inspections, and

(d) Takes any follow-up or Progressive Enforcement Actions, if applicable.

6. **Progressive Enforcement.** Each Permittee shall implement its Progressive Enforcement Policy to ensure that construction sites are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

H. Public Agency Activities Program

1. **General Provisions.** Each Permittee shall implement a Public Agency Activities Program consistent with the requirements specified in this Part VIII.H. The purpose of the program is to prevent or minimize impacts from MS4 discharges from Permittee-owned or operated facilities and activities. Requirements for Public Agency Facilities and Activities consist of the following components:

a. Public Facility and Activity Inventory;

b. Public Facility and Activity Management;

c. Vehicle and Equipment Wash Areas;

d. Landscape, Park, and Recreational Facilities Management;

e. Storm Drain Operation and Maintenance;

f. Road Reconstruction;

g. Streets and Road Pollutant Management;

h. Parking Facilities Maintenance; and

i. Emergency Procedures.

2. **Public Agency Facility and Activity Inventory.**

a. Each Permittee shall maintain an updated inventory or database of all Permittee-owned or operated (i.e., public) facilities and activities within its jurisdiction that the Permittee determines are potential sources of pollutants to the MS4. The inventory or database shall be maintained in electronic format and incorporation of facility information into a GIS is recommended. The Permittee shall consider the following facilities when determining sources to be inventoried:

i. Animal control facilities

ii. Chemical storage facilities

iii. Composting facilities

iv. Equipment storage and maintenance facilities (including landscape maintenance-related operations)

v. Fueling or fuel storage facilities (including municipal airports)

vi. Hazardous waste disposal facilities

vii. Hazardous waste handling and transfer facilities

viii. Incinerators

ix. Landfills

x. Materials storage yards

xi. Pesticide storage facilities

xii. Fire stations

xiii. Public restrooms

xiv. Public parking lots

xv. Public golf courses

xvi. Public swimming pools

xvii. Public parks

xviii. Public works yards

xix. Public marinas

xx. Recycling facilities

xxi. Solid waste handling and transfer facilities

xxii. Vehicle storage and maintenance yards

xxiii. Stormwater management facilities (e.g., detention basins)

xxiv. Streets and roads

xxv. Catch basins

xxvi. Stormwater capture, control, and treatment devices

xxvii. All other Permittee-owned or operated facilities or activities that each Permittee determines may contribute a substantial amount of pollutants to the MS4.

b. Each Permittee shall include the following minimum fields of information for each Permittee-owned or operated facility in its inventory.

i. Name of facility;

ii. Name of facility manager and contact information;

iii. Address of facility (physical and mailing, or description if no address available or applicable);

iv. A narrative description of activities performed and potential pollution sources;

v. If applicable, coverage under the Industrial General Permit or other individual or general NPDES permits or any applicable waiver issued by the Los Angeles or State Water Board pertaining to stormwater discharges;

vi. Activities listed in Table 9 of this Order that occur at the facility and a description of BMPs implemented for the activity. Treatment control BMPs[56] (i.e., BMPs that remove pollutants) and/or BMPs that involve stormwater capture (including infiltration or use) must also be noted; and

vii. For trash treatment control devices, indication of whether it is a *partial capture system* or a certified *full capture system*.

c. Each Permittee shall verify the accuracy of their inventory once during the permit term. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., property management, land-use approvals, accounting and depreciation ledger account, and similar information).

3. Public Agency Facility and Activity Management

a. Where activities listed in Table 9 of this Order occur at Permittee-owned/leased facilities, including streets and roads, each Permittee must implement BMPs to control the discharge of pollutants to the MS4. The Permittee shall select BMPs that will reduce pollutants in discharges from the MS4 to the MEP and prevent discharges from public agency facilities and activities to the MS4 from causing or contributing to a violation of receiving water limitations.

Table 9. Activities Requiring BMP Implementation

General Category	Specific Activity
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/Sealing
	Asphalt Paving
	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Non-landscaped Chemical Vegetation Control
	Non-landscaped Mechanical Vegetation Control/Mowing
	Non-landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair
Litter/Debris/Graffiti	Sweeping Operations
	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal

[56] Treatment control BMPs are defined as any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

General Category	Specific Activity
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Non-potable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations
Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
	Emergency Vehicle Energy Attenuation Repair
Storm Maintenance	Minor Slides and Slipouts Cleanup / Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
	Aboveground and Underground Tank Leak and Spill Control

b. Each Permittee shall ensure proper operation of all treatment control BMPs and maintain them as necessary for proper operation, including all post-construction treatment control BMPs.

c. Any residual water[57] produced by a treatment control BMP and not being internal to the BMP performance when being maintained shall be:

i. Hauled away and legally disposed of,

ii. Applied to the land without runoff, or

iii. Discharged to the sanitary sewer system (with permits or authorization).

d. Any contractors hired by the Permittee to conduct Public Agency Activities listed in Table 9 of this Order shall be contractually required to implement and maintain the activity specific BMPs as required by Part VIII.H.3.a and b of this Order. Each Permittee shall conduct oversight of contractor activities to ensure these BMPs are implemented and maintained.

e. Each Permittee shall implement an inspection and maintenance program for all Permittee-owned treatment control BMPs, including post-construction treatment control BMPs. The inspection shall document whether the BMPs identified in the inventory are implemented in compliance with municipal ordinances. The Permittee shall use inspection results to target future inspection sites.

f. If there is any storage of hazardous or toxic materials or hydrocarbons at a facility owned and/or operated by a Permittee and if the facility is not manned at all times, a 24-hour emergency response telephone number shall be prominently posted where it can easily be read from the outside.

g. Permittee-owned or operated facilities that have obtained coverage under the Industrial General Permit shall implement and maintain BMPs consistent with the associated SWPPP in areas of industrial activity at the facility. The activity specific BMPs listed in Table 9 of this Order shall be implemented in the areas of non-industrial activity at the facility.

4. Vehicle and Equipment Washing

a. Each Permittee shall implement and maintain appropriate activity specific BMPs as required by Part VIII.H.3.a of this Order for all fixed vehicle and equipment washing; including firefighting and emergency response vehicles.

b. Each Permittee shall prevent discharges of wash waters from vehicle and equipment washing to the MS4 by implementing any of the following measures at existing facilities with vehicle or equipment wash areas:

i. Self-contain, and haul off for disposal;

ii. Equip with a clarifier or an alternative pre-treatment device and plumb to the sanitary sewer in accordance with applicable wastewater provider regulations; or

iii. Infiltrate with no discharge off-site.

c. Each Permittee shall ensure that any municipal facilities constructed, redeveloped, or replaced shall not discharge wastewater from vehicle and equipment wash areas to the MS4 by plumbing all areas to the sanitary sewer in accordance with applicable wastewater provider regulations, or self-containing all wastewater / wash water and hauling to a point of legal disposal.

[57] In the context of this Order, residual water is defined as water remaining in a structural BMP subsequent to the drawdown or drainage period. The residual water typically contains high concentration(s) of pollutants.

5. Landscape, Park, and Recreational Facilities Management

a. Each Permittee shall implement and maintain appropriate activity specific BMPs as required by Part VIII.H.3.a of this Order for all Landscape, Park, and Recreational Facilities Management facilities.

b. Each Permittee shall comply with pesticide regulations pertaining to the use, application, and disposal of Pesticides in California Code of Regulations (CCR), Chapter 4, Subchapters 3, 4, and 5 and shall implement an Integrated Pesticide Management (IPM) program that includes the following:

i. Pesticides are used only if monitoring indicates they are needed, and pesticides are applied according to applicable permits and established guidelines.

ii. Treatments are made with the goal of removing only the target organism.

iii. Pest controls are selected and applied in a manner that minimizes risks to human health, beneficial non-target organisms, and the environment.

iv. The use of pesticides, including organophosphates and pyrethroids, that does not threaten water quality.

v. Partner with other agencies and organizations to encourage the use of IPM.

vi. Adopt and verifiably implement policies, procedures, and/ or ordinances requiring the minimization of pesticide use and encouraging the use of IPM techniques (including beneficial insects) for Public Agency Facilities and Activities.

vii. Policies, procedures, and ordinances shall include commitments and a schedule to reduce the use of pesticides that cause impairment of surface waters by implementing the following procedures:

(a) Prepare and annually update an inventory of pesticides used by all internal departments, divisions, and other operational units.

(b) Quantify pesticide use by staff and hired contractors.

(c) Demonstrate implementation of IPM alternatives where feasible to reduce pesticide use.

c. Each Permittee shall implement the following requirements:

i. Use a standardized protocol for the routine and non-routine application of pesticides (including pre-emergent), and fertilizers.

ii. Ensure there is no application of pesticides or fertilizers (1) when two or more consecutive days with greater than 50% chance of rainfall are predicted by NOAA,[58] (2) within 48 hours of a ½-inch rain event, or (3) when water is flowing off the area where the application is to occur. This requirement does not apply to the application of aquatic pesticides or pesticides which require water for activation.

iii. Ensure that no banned or unregistered pesticides are stored or applied.

iv. Ensure that all staff applying pesticides are certified in the appropriate category by the California Department of Pesticide Regulation or are under the direct supervision of a pesticide applicator certified in the appropriate category.

[58] https://www.nws.noaa.gov

v. Implement procedures to encourage the retention and planting of native vegetation to reduce water, pesticide and fertilizer needs; and

vi. Store pesticides and fertilizers indoors or under cover on paved surfaces or use secondary containment.

vii. Reduce the use, storage, and handling of hazardous materials to reduce the potential for spills.

viii. Regularly inspect storage areas.

6. Storm Drain Operation and Maintenance

a. Each Permittee shall implement and maintain activity specific BMPs as required in Part VIII.H.3.a of this Order.

b. Each Permittee shall ensure that all material removed from the MS4 does not reenter the system. Solid material shall be dewatered in a contained area and liquid material shall be disposed in accordance with any of the following measures:

i. Self-contain, and haul off for legal disposal; or

ii. Applied to the land without runoff; or

iii. Equip with a clarifier or an alternative pre-treatment device; and plumb to the sanitary sewer in accordance with applicable wastewater provider regulations.

c. Catch Basin Labels and Open Signage

i. Each Permittee shall label all storm drain inlets that they own with a legible “no dumping” message.

ii. Each Permittee shall inspect the legibility of the stencil or label nearest each inlet prior to the wet season every year.

iii. Each Permittee shall record all catch basins with illegible stencils and labels and re-stencil or re-label within 180 days of inspection.

iv. Each Permittee shall post signs, referencing local code(s) that prohibit littering and illegal dumping, at designated public access points to open channels, creeks, urban lakes, and other relevant water bodies.

d. MS4 Maintenance. Each Permittee shall continue to implement a program for MS4 maintenance that includes the following:

i. Visual monitoring of Permittee-owned open channels[59] and other drainage structures for trash and debris at least annually.

ii. Removal of trash and debris from open channels[60] a minimum of once per year before the wet season.

iii. Reduce or eliminate of the discharge of contaminants during MS4 maintenance and clean outs.

iv. Proper disposal of debris and trash removed during MS4 maintenance.

[59] Open channel excludes curbs, trenches in parking lots that lead to catch basins, etc.
[60] Ibid.

7. Road Reconstruction

a. Each Permittee shall require that for any project that includes roadbed or street paving, repaving, patching, digouts, or resurfacing roadbed surfaces, that the following BMPs be implemented for each project.

b. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall[61] unless required by emergency conditions.

c. Install sandbags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.

d. Prevent the discharge of release agents including soybean oil, other oils, or diesel into the MS4 or receiving waters.

e. Prevent non-stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.

f. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.

g. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.

h. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility, or other appropriate facility, to be reused, recycled or disposed of properly.

i. Cover the “cold-mix” asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.

j. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.

k. Minimize airborne dust by using water spray during grinding.

l. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near MS4 or receiving waters.

m. Protect stockpiles with a cover or sediment barriers during a rain.

8. Streets and Road Pollutant Management

a. Each Permittee shall designate streets and/or street segments within its jurisdiction as one of the following:

i. Priority A: Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.

ii. Priority B: Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.

iii. Priority C: Streets and/or street segments that are designated as generating low volumes of trash and/or debris.

b. Each Permittee shall perform street sweeping of curbed streets according to the following schedule:

i. Priority A: Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.

[61] A probability of precipitation (POP) of 50% or more is required.

ii. Priority B: Streets and/or street segments that are designated as Priority B shall be swept at least once per month.

iii. Priority C: Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.

9. **Parking Facilities Maintenance.** Permittee-owned parking lots exposed to stormwater and meeting either criteria listed below, shall be inspected at least twice per month. If debris and/or oil is observed during the inspection, the parking lot shall be cleaned. At a minimum, parking lots must be cleaned once per month. For parking lots with a gravel/sediment base, Permittees shall also implement and maintain BMPs to prevent the discharge of gravel and sediment to the MS4.

   a. Facility parking lots greater than 1 acre; or

   b. Facility parking lots used for heavy vehicle storage such as, construction vehicles, buses, refuse trucks, etc.

10. **Emergency Procedures.** Each Permittee may conduct activities to restore essential public service systems and infrastructure in emergency situations with a self-waiver of the provisions of this Order as follows:

   a. The Permittee shall abide by all other regulatory requirements, including notification to other agencies as appropriate.

   b. Where the self-waiver has been invoked, the Permittee shall submit to the Los Angeles Water Board Executive Officer a statement of the occurrence of the emergency, an explanation of the circumstances, and the measures that were implemented to reduce the threat to water quality, no later than 30 business days after the situation of emergency has passed.

   c. Minor restorations of essential public service systems and infrastructure in emergency situations (that can be completed in less than 1 week) are not subject to the notification provisions. Appropriate BMPs to reduce the threat to water quality shall be implemented.

I. Illicit Discharge Detection and Elimination Program

1. General

a. Each Permittee shall continue to implement a program to detect and remove or require the dischargers to the MS4 to obtain a separate NPDES permit for, illicit discharges and improper disposal into the storm sewer as required by 40 C.F.R. section 122.26(d)(2)(iv)(B).

b. Each Permittee shall maintain a written description, including a schedule and procedures, for its IDDE program[62] that addresses the required program elements in 40 C.F.R. section 122.26(d)(2)(iv)(B)(1-7).

c. Once each permit term, each Permittee shall review, and update as necessary, all written program descriptions including procedures, that pertain to its IDDE program.

d. Oil or oily material, chemicals, refuse, or other pollution causing materials shall not be stored or deposited in areas where they may be picked up by rainfall and carried off of the property and/or discharged to surface waters. Any such spill of such materials shall be contained and removed immediately.

[62] Referred to as Illicit Connection and Illicit Discharge Elimination Program in previous Orders.

2. Illicit Discharge Source Investigation

a. Each Permittee shall conduct an investigation to identify the location and source of all reported illicit discharges. For non-stormwater discharges from outfalls, the Permittee shall follow procedures in Part VII of the MRP (Non-Stormwater Outfall-Based Screening and Monitoring Requirements).

b. At a minimum, each Permittee shall initiate an investigation to identify and locate the source within 72 hours of becoming aware of the illicit discharges.

3. Illicit Discharge Elimination

a. Once the source of the illicit discharge is identified, the Permittee shall notify the responsible party and require the responsible party to conduct all necessary corrective actions to eliminate the illicit discharge or obtain a separate NPDES permit for the discharge.

b. The Permittee shall conduct follow-up inspections as necessary until the illicit discharge is eliminated or permitted.

c. If the Permittee determines that the source of the illicit discharge originates within an upstream jurisdiction, the Permittee shall notify the upstream jurisdiction and the Los Angeles Water Board within 30 days of such determination and provide all information collected regarding efforts to identify its source.

d. In the event the Permittee is unable to eliminate an ongoing illicit discharge following full execution of its legal authority and in accordance with its Progressive Enforcement Policy, or other circumstances prevent the full elimination of an ongoing illicit discharge, including the inability to find the responsible party(ies), the Permittee shall provide for elimination of the illicit discharge through diversion to the sanitary sewer or, alternatively, provide treatment at the location of the identified discharge. In either instance, the Permittee shall notify the Los Angeles Water Board in writing within 30 days of such determination and shall provide a written description of the efforts that have been undertaken to eliminate the illicit discharge, the proposed action(s) to be undertaken, anticipated costs, and a schedule for completion.

4. Infiltration from Sanitary Sewer to MS4 – Preventive Maintenance

a. Each Permittee shall implement controls and measures to prevent and eliminate infiltration of seepage from sanitary sewers to MS4s through thorough, routine preventive maintenance of the MS4.

b. Each Permittee that operates both a municipal sanitary sewer system and an MS4 must implement controls and measures to prevent and eliminate infiltration of seepage from the sanitary sewers to the MS4s that must include overall sanitary sewer and MS4 surveys and thorough, routine preventive maintenance of both. Implementation of a Sewer System Management Plan in accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems may be used to fulfill this requirement.

c. Each Permittee shall implement controls to prevent infiltration of seepage from sanitary sewers to the MS4 where necessary. Such controls must include:

i. Adequate plan checking for construction and new development;

ii. Incident response training for its municipal employees that identify sanitary sewer spills;

iii. Code enforcement inspections;

iv. MS4 maintenance and inspections;

v. Interagency coordination with sewer agencies; and

vi. Proper education of its municipal staff and contractors conducting field operations on the MS4 or its municipal sanitary sewer (if applicable).

5. Spill Response

a. Each Permittee shall continue to implement a spill response plan that includes procedures to prevent, contain, and respond to all sewage and other spills that may discharge into the MS4.

b. Each Permittee shall report spills that may endanger health or the environment in accordance with California Water Code § 13271.

6. Public Reporting

a. Permittee(s) shall publicize and provide a means for public reporting of illicit discharges and other water quality impacts from stormwater and non-stormwater discharges into or from MS4s.

i. Permittee(s) may elect to use either an existing county-wide telephone hotline for Los Angeles County or Ventura County as the public reporting contact, or may establish its own hotline, if preferred.

ii. In lieu of a telephone hotline, the Permittee(s) may facilitate public reporting by providing an email address, Web-based form/reporting portal, or other Internet-based application.

b. Permittee(s) shall maintain current contact information for staff assigned to the IDDE public reporting program.

7. Progressive Enforcement. Each Permittee shall implement its Progressive Enforcement Policy to ensure that illicit discharges are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

8. Documentation and Tracking

a. Public reports of illicit discharges shall be documented.

b. Each Permittee shall track investigations of illicit discharges to document, at a minimum, the date(s) the illicit discharge was observed; the results of the investigation, including the corrective actions taken to eliminate the discharge; any follow-up inspections; and the date the investigation was closed.

IX. WATERSHED MANAGEMENT PROGRAMS

A. General

1. The purpose of this Part IX is to allow Permittees the flexibility to individually or collaboratively develop Watershed Management Programs to implement the requirements of this Order on a watershed scale through customized strategies, control measures, and BMPs.

2. Participation in a Watershed Management Program is voluntary and allows a Permittee to address its highest watershed priorities, including complying with the requirements of Part V (Receiving Water Limitations), Part IV and Attachments K through S (Total Maximum Daily Load Provisions), Part III (Discharge Prohibitions), and Part VIII (Minimum Control Measures) of this Order. This Part IX and other requirements in this Order pertaining to Watershed Management Programs do not apply to Permittees not participating in an approved Watershed Management Program.

3. A Permittee's implementation of an approved Watershed Management Program does not constitute compliance with the non-stormwater discharge prohibition in Part III.A of this Order. However, a Permittee may use an approved Watershed Management Program to implement program elements and control measures to effectively eliminate prohibited non-stormwater discharges consistent with Part III.A and Part VIII.I (Illicit Discharge Detection and Elimination Program) of this Order as appropriate.

4. The Permittee(s) may elect to develop a Watershed Management Program (WMP) using the Los Angeles Water Board's WMAs. Where appropriate, WMAs may be separated into subwatersheds to focus water quality prioritization and implementation efforts by receiving water. Each WMP shall:

   a. Be consistent with the provisions in Parts IX.B through IX.E of this Order,

   b. Identify and implement strategies, control measures, and BMPs for Water Body-Pollutant Combinations (WBPCs) addressed in the WMP to ensure that: (i) discharges from the Permittee's MS4 achieve any applicable WQBELs in Part IV and Attachments K through S of this Order pursuant to the corresponding compliance schedules, (ii) discharges from the Permittee's MS4 do not cause or contribute to exceedances of receiving water limitations in Part V, Part IV.B, and Attachments K through S of this Order, and (iii) non-stormwater discharges that are a source of pollutants are prohibited pursuant to Part III.A of this Order. The program shall also ensure that controls are implemented to reduce the discharge of pollutants to the MEP pursuant to Part IV.A.1 of this Order,

   c. Execute a monitoring and reporting program pursuant to Attachment E (MRP) of this Order to determine progress towards achieving applicable limitations,

   d. Modify strategies, control measures, and BMPs as necessary based on analysis of monitoring data collected pursuant to the MRP and other applicable information to ensure that applicable WQBELs, receiving water limitations, TMDL compliance schedules, and other milestones set forth in the WMP are achieved in the required timeframes.

   e. Provide appropriate opportunity for meaningful stakeholder and community input into the development or revision of the WMP.

   f. Maximize the effectiveness of available funds by leveraging the funds through partnerships and creative funding models that utilize multiple funding sources and through analysis of alternatives and the selection and sequencing of actions needed

to comply with WQBELs and receiving water limitations according to compliance schedules and, thus, to address human health and water quality related challenges;

g. Incorporate effective innovative technologies, approaches and practices, such as green infrastructure;

h. Ensure that actions to address existing requirements in this Order to comply with technology-based effluent limitations and core requirements (e.g., including elimination of non-stormwater discharges of pollutants through the MS4, and controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable) are not interrupted or delayed;

i. Include an estimate of the capital and operation and maintenance costs of implementing the WMP and a financial strategy to fund those costs. Discuss which program costs have secured funding and the corresponding funding sources. If funding is not available for near-term watershed control measures (within 5 years from the effective date of this Order), discuss how Permittee(s) plan to obtain funding and what the anticipated funding sources are.

j. Implement structural watershed control measures such as multi-benefit regional projects. Permittees and other partners are encouraged to collaborate on multi-benefit regional projects.

k. Demonstrate that strategies, control measures, and BMPs cumulatively retain the runoff volume of the 85th percentile, 24-hour storm event for the drainage area tributary to the applicable receiving water. For drainage areas not addressed by retaining the runoff volume of the 85th percentile, 24-hour storm event, the WMP shall include a Reasonable Assurance Analysis (RAA) to demonstrate that applicable WQBELs and receiving water limitations shall be achieved through implementation of other watershed control measures.

l. Identify the group lead, if the WMP includes multiple Permittees, and provide names of all Permittees participating in the WMP. If the group lead or participants change, the group shall promptly notify the Los Angeles Water Board.

B. Program Development

1. **Water Quality Characterization.** The WMP shall include an evaluation of existing water quality conditions, including characterization of stormwater and non-stormwater discharges from the MS4 and receiving water quality, to support development of the source assessment, identification of water quality priorities and sequencing of management actions. The evaluation shall include, at a minimum, the routine water quality data collected over the last five years pursuant to the Permittee(s) monitoring and reporting program(s) and approved TMDL monitoring programs. The WMP should include an explanation of the process used to determine what available data was relevant, how information considered was used, and why any relevant available data was disregarded.

2. **Source Assessment.** In identifying WBPCs in Categories 1 – 3 in subpart 3 below, Permittees shall identify known and suspected stormwater and non-stormwater pollutant sources in discharges to the MS4 and from the MS4 to receiving waters and any other stressors related to MS4 discharges causing or contributing to the water quality priorities.

   a. The identification of known and suspected pollutant sources shall consider the following information:

      i. All relevant, available water quality data;

ii. Special studies conducted pursuant the Permittee(s) monitoring and reporting program or TMDLs; and

iii. Locations of the Permittees' MS4s, including, at a minimum, all MS4 major outfalls and major structural controls for stormwater and non-stormwater that discharge to receiving waters.

b. The source assessment shall include the following:

i. An explanation of how any information considered as part of the Source Assessment was ultimately used to inform development of the WMP (e.g., directly or via citations to the appropriate WMP or RAA section); and

ii. An explanation of why any relevant available data was disregarded.

3. **Water Body-Pollutant Combinations (WBPCs).** On the basis of the evaluation of existing water quality conditions, WBPCs addressed in the WMP shall be classified into one of the following three categories:

a. Category 1 (Highest Priority): Pollutants for which WQBELs and receiving water limitations are established in Part IV and Attachments K through S of this Order to implement TMDLs.

b. Category 2 (High Priority): Pollutants for which data indicate water quality impairment in the receiving water according to the State's Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List (State Listing Policy) and for which MS4 discharges may be causing or contributing to the impairment.

c. Category 3 (Medium Priority): Pollutants for which there are insufficient data to indicate water quality impairment in the receiving water according to the State's Listing Policy, but which exceed applicable receiving water limitations contained in this Order and for which MS4 discharges may be causing or contributing to the exceedance within the last five years.

4. **Sequencing of Water Quality Priorities.** Permittees shall identify the water quality priorities within each WMA that will be addressed by the WMP. Permittees shall sequence management actions to address water quality priorities based on the water quality characterization, source assessment, WBPC prioritization, and compliance schedules. The following categories of WBPCs should be considered when determining the appropriate sequencing of management actions:

a. TMDLs

i. Controlling pollutants for which there are WQBELs and/or receiving water limitations with final compliance deadlines within the permit term, or TMDL compliance deadlines that have already passed, and limitations have not been achieved.

ii. Controlling pollutants for which there are WQBELs and/or receiving water limitations with interim deadlines within the term of this Order.

iii. Progress toward controlling pollutants for which there are WQBELs and/or receiving water limitations with interim and/or final compliance deadlines beyond the term of this Order.

b. Other Receiving Water Considerations

i. Controlling pollutants for which data indicate impairment pursuant to the State's Listing Policy and the findings from the source assessment implicates discharges from the MS4.

ii. Controlling pollutants for which data indicate exceedances of receiving water limitations in the receiving water within the last five years and the findings from the source assessment implicates discharges from the MS4.

5. Selection of Watershed Control Measures. Permittees shall identify strategies, control measures, and BMPs for WBPCs addressed in the WMP to implement through their jurisdiction-specific stormwater management programs, and collectively on a watershed or subwatershed scale, with the goal of creating a cost-effective program to focus individual and collective resources on water quality priorities.

a. The objectives of the Watershed Control Measures shall include:

i. Prevent or eliminate non-stormwater discharges through the MS4 that are a source of pollutants to receiving waters.

ii. Implement pollutant controls necessary to achieve applicable interim and final WQBELs and/or receiving water limitations pursuant to corresponding compliance schedules in Part IV.B and Attachments K through S of this Order.

iii. Ensure that discharges from the MS4 do not cause or contribute to exceedances of receiving water limitations.

b. Watershed Control Measures may include but are not limited to:

i. Structural controls such as:

(a) Vegetated nature-based solutions (e.g., bioretention, green roofs, constructed storm water wetlands, wet and dry detention basins);

(b) Multi-benefit regional projects;

(c) Stormwater retention basins/subsurface stormwater infiltration galleries or dry wells;

(d) Other green infrastructure;

(e) Low Impact Development (LID) design features such as cisterns and rooftop/impervious area disconnection; and

(f) Diversions to sanitary sewer collection, treatment, and reclamation systems.

ii. Non-structural controls such as:

(a) Operation and maintenance procedures; and

(b) Source control, including but not limited to market-based solutions such as product replacement/substitution initiatives; human source management programs; and local ordinances prohibiting sources of pollutants (e.g., plastic bags, straws, Styrofoam containers)

c. Each Permittee shall ensure that all employees and contractors whose primary job duties are related to implementation of structural and non-structural BMPs are adequately trained to effectively implement, operate, and maintain such BMPs and are versed in factors affecting BMP effectiveness.

6. **Watershed Management Program Provisions.** The following provisions of this Order shall be incorporated as part of the WMP:

   a. **Stormwater Management Program Minimum Control Measures**

      i. Permittees shall assess the minimum control measures (MCMs) as defined in Parts VIII.D to VIII.I of this Order to identify opportunities for focusing resources on the water quality priorities in each watershed. For each of the following minimum control measures, Permittees shall propose modifications, if appropriate, that will address water quality priorities:

         (a) Public Information and Participation Program (PIPP)

         (b) Industrial/Commercial Facilities Program

         (c) Planning and Land Development Program

         (d) Development Construction Program

         (e) Public Agency Activities Program

         (f) Illicit Discharge Detection and Elimination Program (IDDE)

      ii. At a minimum, the WMP shall include management programs consistent with 40 CFR section 122.26(d)(2)(iv)(A)-(D).

      iii. If the Permittee(s) proposes to eliminate in their WMP a control measure identified in Parts VIII.D through VIII.I of this Order because that specific control measure is not applicable to the Permittee(s), the Permittee(s) shall provide a rationale and appropriate documentation for its elimination.

      iv. Such modifications, once approved as part of the WMP, shall replace in part or in whole the requirements in Parts VIII.D through VIII.I of this Order for participating Permittees.

   b. **Non-Stormwater Discharge Measures.** Where Permittees identify non-stormwater discharges from the MS4 as a source of pollutants that cause or contribute to exceedance of receiving water limitations and/or WQBELs addressed in the WMP, the Watershed Control Measures shall include strategies, control measures, and/or BMPs to effectively prohibit the source of pollutants consistent with Parts III.A (Prohibitions – Non-Stormwater Discharges) and VIII.I (IDDE) of this Order. Requirements in Part III.A of this Order apply to all Permittees regardless of whether a Permittee is implementing a Watershed Management Program or not.

7. Each program shall include the following components:

   a. Documentation that Permittees have the necessary legal authority to independently or collaboratively implement the Watershed Control Measures identified in the program, or that other legal authority exists to compel implementation of the Watershed Control Measures.

   b. Identification of watershed control measures to achieve WQBELs and receiving water limitations contained in this Part IV, V, and Attachments K through S of this Order to which the Permittee(s) is subject. The WMP shall clearly identify which watershed control measures are addressing which WQBELs and receiving water limitations;

   c. For structural controls, the number, type, and locations of projects and/or the volume capture or target load reduction for a drainage area that will be met by structural controls;

   d. For each non-structural control, the nature and scope of implementation;

e. Interim milestones and dates for achievement to ensure that any applicable TMDL compliance deadlines will be met;

f. The program shall clearly identify the responsibilities of each participating Permittee for implementation of watershed control measures;

g. Identification of any unavailable but necessary information needed to support any analysis in the WMP, including but not limited to the Water Quality Characterization in Part IX.B.1 of this Order, the Source Assessment in Part IX.B.2 of this Order, and the Reasonable Assurance Analysis in Part IX.B.8 of this Order. The discussion of the missing information must include the assumptions made to substitute that information, and milestones for acquiring and incorporating that information into the WMP or RAA as appropriate; and

h. Expected volume capture, load reductions, or other compliance metric at regular milestones, and the methods by which these reductions will be measured and demonstrated for each WBPC. Interim milestones shall be no more than 5 years apart.

8. Reasonable Assurance Analysis. Per Part IX.A.4.k of this Order, for drainage areas not addressed by retaining the runoff volume of the 85th percentile, 24-hour storm event, Permittees shall conduct a Reasonable Assurance Analysis (RAA) to demonstrate that implementation of the watershed control measures in the WMP will reasonably ensure that the Permittee's MS4 discharges achieve any applicable WQBELs and do not cause or contribute to exceedances of receiving water limitations. Permittees shall address all WBPCs addressed in the WMP in its RAA, except for those WBPCs in drainage areas addressed by retaining the runoff volume defined above.

a. The RAA may be based on any available guidance documents to conduct an RAA such as: the Los Angeles Water Board's *Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program* dated March 25, 2014 and any updates thereto;[63] and *Developing Reasonable Assurance: A Guide to Performing Model-Based Analysis to Support Municipal Stormwater Program Planning* dated February 2017 prepared by Paradigm Environmental for U.S. EPA Region 9.

b. The RAA shall be a quantitative analysis that is performed using a peer-reviewed model in the public domain where available. Examples of models that may be considered for use for the RAA include the Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT). Where modeling is unavailable or inappropriate, a Permittee may consider alternative numeric analyses or other quantitative methods, including a non-modeling-based analysis (e.g., empirical data analysis) for its RAA. The quantitative reasoning for non-modeling based analysis may use one or more metrics such as magnitude of loading, frequency of exceedance, required percent reduction, or similar metric as compared to the modeled WBPCs and associated watershed control measures.

c. Permittees may rely on modeling in TMDL Implementation Plans approved by the Los Angeles Water Board to fulfill the requirements for the RAA for the WBPCs addressed by the TMDL Implementation Plan(s). If the Los Angeles Water Board, in its comments on the TMDL Implementation Plan(s), indicates that more information

[63] The Los Angeles Water Board expressly delegates authority to its Executive Officer to revise, as necessary, the 2014 RAA Guidelines after an appropriate public notice and comment period. If any of the proposed revisions to the RAA Guidelines are significant or generate significant public controversy, then a quorum of the Los Angeles Water Board shall consider whether to approve the proposed revisions at publicly noticed meeting.

would be required to use the modeling as a basis for permit compliance, the additional information specified by the Board must be provided when the draft/revised WMP is submitted or in advance of submittal of the draft/revised WMP. If the Permittees identify a pollutant in a TMDL Implementation Plan to use as a limiting pollutant in the RAA, the Permittees must include justification for the limiting pollutant per Part IX.B.8.f of the Order.

d. Models utilized in the RAA shall be calibrated using available data that are relevant to the WMP's environmental setting and conditions. The WMP shall explain how the models were calibrated or explain why no further calibration was required (e.g., relied on WMMS default hydrology calibration).

e. Models utilized in the RAA shall be validated with relevant data that are independent of the data used for model calibration.

f. Where appropriate, Permittees may identify the "limiting" pollutant(s) in the RAA, which if controlled to achieve the applicable WQBEL and/or receiving water limitation will ensure that the applicable limitations for other pollutants are also achieved. If a limiting pollutant(s) is used in the RAA, the WMP must include a justification for the limiting pollutant(s). At a minimum, this justification must include:

i. Identification of each limiting pollutant grouping and the waterbodies addressed (e.g., a table);

ii. An explanation of why the limiting pollutant groupings can be addressed via similar control measures and schedules. This explanation should discuss (1) the similarities in fate and transport mechanisms or explain why any differences in fate and transport mechanisms are irrelevant, (2) the ability of the proposed control measures to address all pollutants in the limited pollutant grouping, and (3) how addressing the limiting pollutant will result in attainment of WQBELs and receiving water limitations for all WBPCs in the RAA within applicable compliance schedules, considering, where relevant, the sources of the different pollutants to be addressed; and

iii. For WBPCs that are addressed by the limiting pollutant approach but not modeled, the RAA shall provide an alternative quantitative analysis for how control of the limiting pollutant(s) will address the identified non-modeled WBPCs and their applicable WQBELs and receiving water limitations consistent with the requirements in Part IX.B.8.a above.

g. The RAA shall involve the assembly of relevant data, including land use, hydrological, and pollutant loading data. Permittees shall review quality assurance/quality control (QA/QC) criteria for data and identify datasets that meet QA/QC criteria. A Permittee's use of WMMS shall satisfy this requirement.

h. Parameters or data relating to the performance of watershed control measures represented in a model utilized in the RAA shall be based on impartial, well accepted studies and sources. These data shall have been statistically analyzed to determine appropriate estimates of control measure performance.

i. Permittees shall demonstrate using the RAA that the activities and watershed control measures identified in the WMP will achieve applicable WQBELs and/or receiving water limitations in Part IV, Part V, and Attachments K through S of this Order for each water body-pollutant combination or limiting pollutant group.

j. Permittees may include other regulated point and nonpoint sources within the drainage area in the RAA. The RAA shall demonstrate, for the drainage area to the

compliance point, that the activities and watershed control measures identified in the WMP in conjunction with those identified to address other regulated point and nonpoint sources will, in combination, result in a total pollutant load equal to or less than the sum of the individual allowable pollutant loads established in the applicable TMDL and incorporated into the respective permit(s) and Board order(s).

9. **Compliance Schedules.** Permittees shall incorporate any applicable compliance schedules in Part IV.B and Attachments K through S of this Order, or approved Time Schedule Order (TSO), for WBPCs addressed in the WMP and, where necessary develop interim requirements and dates for their achievement. Compliance schedules and interim requirements and dates for their achievement shall be used to measure progress towards addressing the highest water quality priorities and achieving applicable WQBELs and/or receiving water limitations.

   a. Schedules must be adequate for measuring progress on a watershed or subwatershed scale throughout the term of this Order.

   b. Schedules must be developed for both the strategies, control measures and BMPs implemented by each Permittee within its jurisdiction and for those that will be implemented by multiple Permittees on a watershed scale.

   c. Schedules shall incorporate the following:

      i. Final compliance deadlines occurring within the permit term for any applicable WQBELs and/or receiving water limitations in Part IV.B and Attachments K through S of this Order, or approved TSO;

      ii. Where WQBELs and/or receiving water limitations in Part IV.B and Attachments K through S of this Order have final compliance deadlines or time schedules in an approved TSO beyond the permit term, Permittees shall identify interim requirements and dates for their achievement that are within the permit term to ensure adequate progress toward achieving final compliance deadlines or time schedules in an approved TSO. Interim milestones shall be no more than 5 years apart.

      iii. For water quality priorities related to addressing exceedances of receiving water limitations in Part V and not otherwise addressed by TMDLs in Part IV.B and Attachments K through S of this Order:

         (a) Requirements based on measurable criteria or indicators, to be achieved in the receiving waters and/or MS4 discharges,

         (b) A schedule with dates for achieving the requirements, and

         (c) A final date for achieving the receiving water limitations as soon as possible,

         (d) If the schedule extends beyond the permit term, interim milestones shall be no more than 5 years apart.

      iv. Incorporation of the requirements and implementation schedule in subpart B.9 above into an approved WMP fulfills the requirements in Part V.C.1 of this Order to prepare an Receiving Water Limitations Compliance Report.

C. Watershed Management Program Implementation

1. Each Permittee shall begin implementing the WMP immediately upon approval of the program by the Los Angeles Water Board.

2. Notwithstanding Part IX.E (Adaptive Management) of this Order, Permittees may propose WMP modifications at any time during the term of this Order, as necessary. Permittees

shall provide written requests explaining the nature of the proposed modification and justification for consideration by the Los Angeles Water Board. Such justification may include the need to align the timing of implementation for a specific project with a project partner that is not regulated by the Regional MS4 Permit.

3. Through the process in Part IX.C.2, above, Permittees may request an extension of deadlines for achievement of interim requirements and final compliance deadlines established pursuant to Part IX.B.9 of this Order, with the exception of those final compliance deadlines established in a TMDL. Permittees shall provide requests in writing and shall include in the request the justification for the extension. Extensions are subject to approval by the Los Angeles Water Board.

D. Integrated Watershed Monitoring and Assessment

Permittees shall conduct monitoring as set forth in the MRP (Attachment E). The monitoring program shall assess progress toward achieving the WQBELs and/or receiving water limitations addressed in the WMP. The monitoring program shall assess progress toward addressing water quality priorities, per any applicable compliance schedules and approved TSOs as set forth in Part IX.B.9 of this Order.

E. Adaptive Management Process

1. Permittees shall implement an adaptive management process for each approved WMP. The purpose of the adaptive management process is to adapt the WMP so that the watershed control measures in the WMP become more effective, based on, but not limited to a consideration of the following:

   a. Progress toward achieving interim and/or final WQBELs and/or receiving water limitations in Part IV and Attachments K through S of this Order, according to established compliance schedules set forth in Part IX.B.9 of this Order;

   b. Progress toward achieving improved water quality in MS4 discharges and achieving receiving water limitations through implementation of the watershed control measures based on an evaluation of outfall-based monitoring data and receiving water monitoring data;

   c. Re-evaluation of watershed control measures for the achievement of interim and final milestones for stormwater volume addressed (via capture, infiltration, diversion, etc.), load reduction, or other compliance metric;

   d. Multi-year efforts that were not completed in the current permit term and will continue over the next 5 year(s);

   e. Re-evaluation of the water quality priorities identified for the WMA based on more recent water quality data for discharges from the MS4 and the receiving water(s) and a reassessment of sources of pollutants in MS4 discharges;

   f. Availability of new information and data from sources other than the Permittees' monitoring program(s) within the WMA that informs the effectiveness of the actions implemented by the Permittees;

   g. Costs and available funding;

   h. Los Angeles Water Board recommendations; and

   i. Recommendations for modifications to the WMP solicited through a public participation process.

2. Based on the results of the adaptive management process, the Permittee(s) may propose WMP modifications necessary to improve the effectiveness of the WMP, including but not

limited to new compliance deadlines and interim requirements, with the exception of those final compliance deadlines established in a TMDL, and new or substitute watershed control measures. The Permittee(s) shall clearly identify any WMP modification proposals in their submittal.

3. The adaptive management process fulfills the requirements in Part V.D of this Order to address continuing exceedances of receiving water limitations.

4. **Reporting on the adaptive management process results.** The results of the adaptive management process shall be submitted with the Permittees' ROWD. Permittees shall report the following information to the Los Angeles Water Board concurrently with the submittal of the ROWD (180 days before Order expiration date) required pursuant to Part II.B of Attachment D (Standard Provisions):

   a. On-the-ground structural control measures completed since approval of the WMP;

   b. Non-structural control measures completed since approval of the WMP;

   c. Monitoring data that evaluates the effectiveness of implemented control measures in improving water quality;

   d. Comparison of the effectiveness of the control measures to the results projected by the RAA;

   e. Assessment of the appropriateness of the assumptions used in the RAA (e.g. non-structural BMP implementation and corresponding reductions, rates of redevelopment, etc.);

   f. Comparison of control measures completed to date with control measures projected to be completed to date pursuant to the WMP using equivalent metrics;

   g. Control measures proposed to be completed in the next five years pursuant to the WMP and the schedule for completion of those control measures using metrics consistent with those in the approved WMP;

   h. Status of funding and implementation for control measures proposed to be completed in the next five years; and

   i. Identification of the most effective and least effective control measures and explain why those control measures were effective or least effective and how control measures will be optimized, modified, or terminated accordingly for WMP implementation in the next 5 years.

5. Subsequent to the first adaptive management submittal, the Los Angeles Water Board Executive Officer may require additional implementation of an adaptive management process and submittal of results at any time but no earlier than two years after the submittal of the ROWD.

F. Ventura County Permittees

1. Ventura County Permittees that opt to develop a Watershed Management Program shall implement requirements per the schedule specified in Table 10 below:

Table 10. Ventura County WMP Implementation Schedule

Part	Provision	Due Date
IX.F.2	Submit NOI to the Los Angeles Water Board electing to develop a WMP and/or stating its intent to join an existing WMP	3 months after Order effective date
IX.F.3	For Ventura County Permittees that elect to develop a WMP or join an existing WMP, submit the new or updated WMP to Los Angeles Water Board	24 months after Order effective date
IX.F.3	For Ventura County Permittees that elect to develop a WMP or join an existing WMP, submit the final WMP in response to comments from the Los Angeles Water Board	Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer
IX.F.5	Begin implementation of the WMP	Immediately upon Los Angeles Water Board approval of final program
IX.E	Submit results of WMP adaptive management process	With submittal of ROWD

2. Ventura County Permittees that elect to develop a WMP or join an existing WMP shall submit a Notice of Intent (NOI) to the Los Angeles Water Board no later than 3 months after the effective date of this Order. The NOI shall:

   a. Identify all participating Ventura County Permittees and provide the program concept and geographical scope (county-wide and/or watershed/subwatershed scale).

   b. Provide a letter of intent from each participating Permittee that is signed per the signatory requirements in Part V.B in Attachment D of this Order.

   c. Identify which Water-Body Pollutant Combinations as defined in Part IX.B.3 of this Order will be addressed in the WMP.

3. A Ventura County Permittee(s) that elects to develop a WMP or join an existing WMP shall submit the new or updated WMP to the Los Angeles Water Board Executive Officer no later than 24 months after the effective date of this Order. Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer, Ventura County Permittee(s) shall submit the final WMP in response to comments.

4. Until the WMP is approved by the Los Angeles Water Board, Ventura County Permittees that elect to develop a WMP shall:

   a. Continue to implement their existing stormwater management programs, including actions within each of the six categories of minimum control measures consistent with 40 CFR section 122.26(d)(2)(iv) in lieu of Part VIII.D through Part VIII.I in this Order;

   b. Comply with all other Parts of this Order, including Parts III, IV, VI, VII, VIII.A and B and Attachments K through S; and

   c. Comply with Part V of this Order for Water-Body Pollutant Combinations not identified in the NOI.

5. The Ventura County Permittee(s) shall implement their WMP immediately upon approval by the Los Angeles Water Board.

6. Ventura County Permittees that do not elect to develop a WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs immediately upon the effective date of this Order.

7. Ventura County Permittees that do not have an approvable WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.

8. Ventura County Permittees may request an extension of the deadlines to submit an NOI to develop a WMP, submit a draft program, and submit a final program. The extension is subject to approval by the Executive Officer of the Los Angeles Water Board. If the extension is approved, Ventura County Permittees shall comply with Part VIII (Stormwater Management Program Minimum Control Measures) of this Order and shall demonstrate compliance with all receiving water limitations pursuant to Part V of this Order during any extension period.

9. For those Ventura County Permittees opting to discontinue participation in an approved Watershed Management Program, the Ventura County Permittee, immediately upon submittal of their notice shall be subject to all requirements of this Order except those requirements pertaining to Watershed Management Programs.

G. Los Angeles County Permittees

1. Los Angeles County Permittees with an approved Watershed Management Program[64] shall implement requirements per the schedule specified in Table 11 below:

Table 11. Los Angeles County WMP Implementation Schedule

Part	Provision	Due Date
IX.G.3.a	Submit revised RAA and WMP in response to comments from the Los Angeles Water Board	Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer
IX.G.3.c	Implement revised WMP	Upon Los Angeles Water Board approval of revised program
IX.E	Submit results of WMP Adaptive Management process	With submittal of ROWD

2. **Notifications Regarding WMP Participation**

   a. Within 30 days of withdrawing from participation in a WMP, a Los Angeles County Permittee currently participating in the implementation of an approved Watershed Management Program shall notify the Los Angeles Water Board that it is discontinuing its participation in the implementation of the Watershed Management Program.

   b. Los Angeles County Permittees that currently do not have an approved Watershed Management Program may opt to join an approved Watershed Management Program. In such case, the Los Angeles County Permittee seeking to join an already

[64] Reference to the term "approved Watershed Management Program or approved WMP" in this section includes Watershed Management Programs (WMPs) and Enhanced Watershed Management Programs (EWMPs) that were developed pursuant to the previous MS4 permits (Order Number R4-2012-0175 and Order Number R4-2014-0024).

approved program shall notify the Los Angeles Water Board as soon as possible. This Permittee remains subject to all requirements of this Order (except those requirements pertaining to Watershed Management Programs) until the Watershed Management Program has been modified and approved by the Los Angeles Water Board to add the Permittee to the Watershed Management Program and to update schedules and milestones accordingly.

c. For those Los Angeles County Permittees opting to discontinue participation in an approved Watershed Management Program, the Los Angeles County Permittee, immediately upon submittal of their notice shall be subject to all requirements of this Order except those requirements pertaining to Watershed Management Programs.

3. Revised WMP and RAA

a. Los Angeles County Permittee(s) that opt to continue implementing a Watershed Management Program shall update their Watershed Management Program and RAA to be consistent with the requirements of this Order as directed by the Executive Officer. In response to the Los Angeles Water Board's comments on any WMP and RAA, Los Angeles County Permittee(s) shall submit a revised RAA and WMP within three months of receipt of comments or as otherwise directed by the Executive Officer.

b. The Los Angeles Water Board, or the Executive Officer pursuant to their delegated authority, will approve or disapprove the updated WMP. The Executive Officer may waive the requirement for approval of the updated WMP, following the 60-day public review and comment period, if the Executive Officer determines that a Los Angeles County Permittee has adequately demonstrated using water quality monitoring data that the WMP as currently approved is meeting appropriate water quality targets in accordance with established deadlines.

c. The Los Angeles County Permittee(s) shall implement revisions to their WMP immediately upon approval by the Los Angeles Water Board.

d. Until the updated WMP is approved by the Los Angeles Water Board, the Los Angeles County Permittee(s) shall continue to implement the currently approved version of their Watershed Management Program as identified in Table 12 below:

Table 12. Watershed Management Programs

Los Angeles County Permittee / Group Name	Initial Approval Date
Upper Santa Clara River Watershed Group (Los Angeles County, LACFCD, and city of Santa Clarita)	4/7/2016
Upper Los Angeles River Watershed Group (Los Angeles County, LACFCD, and cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Los Angeles, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City)	4/20/2016
Los Angeles River Upper Reach 2 Sub Watershed Group (LACFCD and cities of Bell, Bell Gardens, Commerce, Cudahy, Maywood, and Huntington Park, and Vernon)	4/28/2015
Lower Los Angeles River Watershed Group (LACFCD and cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, and South Gate)	4/28/2015

Los Angeles County Permittee / Group Name	Initial Approval Date
Rio Hondo/San Gabriel River Water Quality Group (Los Angeles County, LACFCD, and cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre)	4/21/2016 (Revised WMP approved 4/2/2019)
Upper San Gabriel River Group (Los Angeles County, LACFCD, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, West Covina)	4/11/2016
East San Gabriel Valley Watershed Management Area Group (cities of Claremont, La Verne, Pomona, and San Dimas)	4/28/2015
Lower San Gabriel River Group (LACFCD, and cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier)	4/28/2015
Los Cerritos Channel Watershed Group (LACFCD, and cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill)	4/28/2015
Malibu Creek Watershed Group (Los Angeles County, LACFCD, and Agoura Hills, Calabasas, Hidden Hills, and Westlake Village)	4/27/2016
Marina del Rey Group (Los Angeles County, LACFCD, and cities of Culver City and Los Angeles)	4/27/2016
North Santa Monica Bay Coastal Watersheds Group (Los Angeles County, LACFCD, and City of Malibu)	4/19/2016
Santa Monica Bay Watershed Jurisdictions 2 & 3 Group (Los Angeles County, LACFCD, and cities of El Segundo, Los Angeles, and Santa Monica)	4/21/2016
Beach Cities Watershed Management Group (LACFCD and cities of Hermosa Beach, Manhattan Beach, Redondo Beach, and Torrance) / Machado Lake Subwatershed Supplement (City of Torrance)	4/18/2016; 12/9/2016
Palos Verdes Peninsula Watershed Management Group (Los Angeles County, LACFCD, and cities of Palos Verdes Estates, Rancho Palos Verdes, and Rolling Hills Estates)	4/19/2016
Ballona Creek Group (Los Angeles County, LACFCD, Beverly Hills, Culver City, Inglewood, Los Angeles, Santa Monica, and West Hollywood)	4/20/2016
Dominguez Channel Watershed Management Area Group (Los Angeles County, LACFCD, and cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and Los Angeles)	4/21/2016
Alamitos Bay/Los Cerritos Channel Group (Los Angeles County and LACFCD)	4/28/2015
Santa Monica Bay Watershed Jurisdiction 7 Group (LACFCD and City of Los Angeles)	4/28/2015
Nearshore Watersheds (City of Long Beach)	1/28/2016
City of El Monte	4/28/2015
City of La Habra Heights	12/12/2014
City of Walnut	4/28/2015

4. Los Angeles County Permittees that do not have an approvable updated WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.

5. Los Angeles County Permittees may request an extension of the deadlines in Table 11. The extension is subject to approval by the Executive Officer of the Los Angeles Water Board. Part IX.G.3.d above applies until the Los Angeles County Permittee(s) has an approved revised WMP in place.

X. Compliance Determination for WQBELs and Receiving Water Limitations

A. General

1. Compliance Points

A Permittee shall demonstrate compliance with WQBELs and receiving water limitations in Part IV, Part V, and Attachments K through S of this Order, at the compliance monitoring locations identified in monitoring programs per Attachment E of this Order unless a Permittee is implementing a Watershed Management Program per Part IX of this Order. Compliance points may include outfalls and/or alternative access points, such as manholes or in channels at the Permittee's jurisdictional boundary, or locations in the receiving water.

2. Compliance with Receiving Water Limitations

Compliance with the procedure described in Part V.C of this Order does not constitute compliance with the receiving water limitation provisions of Part V.A and Part V.B of this Order.

3. Compliance with Bacteriological Limitations During High Flow Suspension (HFS) Conditions

WQBELs and receiving water limitations for protection of water contact recreation (REC-1) and non-contact recreation (REC-2) do not apply during a high flow suspension as defined in Attachment A of this Order.

B. WQBELs and Receiving Water Limitations for Pollutants other than Trash

1. Interim WQBELs and Receiving Water Limitations[65]

a. Direct Demonstration of Compliance with TMDL-Specific Requirements

i. A Permittee is in compliance with interim WQBELs and receiving water limitations associated with a TMDL, if the Permittee is implementing the requirements, including compliance schedules, outlined in Part IV.B and Attachments K through S of this Order applicable to the waterbody-pollutant combination(s) addressed by that TMDL.

ii. A Permittee demonstrates compliance with interim WQBELs and receiving water limitations associated with a TMDL in the same manner as described in Part X.B.2 of this Order

b. Alternative Demonstration of Compliance

i. A Permittee shall be deemed in compliance with interim WQBELs and receiving water limitations if it is implementing an approved Watershed Management Program, consistent with the actions and schedules therein, to address the applicable waterbody-pollutant combination pursuant to Part IX of this Order. For milestones proposed to be met entirely by implementation of strategies, control measures, or BMPs for which there is no quantitative analysis that satisfies the requirements in Part IX.B.8.b of this Order, Permittees may only be deemed in compliance with the interim WQBELs and receiving water limitations if the

[65] In this Order all interim WQBELs are associated with TMDLs. Interim receiving water limitations are generally associated with TMDLs (i.e. an interim WLA expressed as a standard to be met in the receiving water), but may also include interim requirements incorporated into an approved Watershed Management Program to achieve compliance with final receiving water limitations in Part V of this Order for waterbody-pollutant combinations that are not addressed by a TMDL.

Permittee demonstrates actual attainment of the associated water quality milestone.

ii. Minor deviations from interim actions, requirements, and schedules in an approved Watershed Management Program are permitted under the following circumstances:

(a) Notification is provided to the Los Angeles Water Board in the Annual Report, including a clear description of the interim action or requirement in the Watershed Management Program, an explanation for the deviation, and the revised schedule, requirement, and/or action.

(b) The final deadline for project completion or program implementation will still be met.

(c) Any revised action or substituted action(s) will provide equivalent water quality improvement.

iii. A Permittee that fails to implement the actions and schedules in an approved Watershed Management Program for any waterbody-pollutant combination must either:

(a) Revise its Watershed Management Program per Parts IX.E.2, IX.F.3 or Part IX.G.3.a of this Order to maintain deemed compliance status unless the deviation is minor per Part X.B.1.b.ii of this Order; or

(b) Comply directly with the WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order, or

(c) If there is no applicable TMDL, comply directly with the final receiving water limitations in Part V of this Order.

2. Final WQBELs and Receiving Water Limitations

a. Direct Demonstration of Compliance. A Permittee is in compliance with final WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order and/or in Part V of this Order, if the Permittee demonstrates any of the following:

i. There are no exceedances of the WQBEL for the specific pollutant in the discharge at the Permittee's compliance point(s), including an outfall to the receiving water that collects discharges from multiple Permittees' jurisdictions;

ii. There are no exceedances of the receiving water limitation for the specific pollutant in the receiving water(s) at, or downstream of, the Permittees' compliance point(s);

iii. There is no direct or indirect discharge from the Permittee's MS4 to the receiving water during the relevant time period; or

iv. The exceedance is the result of an authorized or exempt non-stormwater discharge specified in Part III.A.2 of this Order during a specific sampling event. The water quality characteristics must be based on the source specific water quality monitoring data from the authorized or conditionally exempt essential non-stormwater discharge or other relevant information documenting the characteristics of the specific non-stormwater discharge.

b. Alternative Demonstration of Compliance

i. A Permittee shall be deemed in compliance with the receiving water limitations in Part V of the Order if it is implementing the applicable TMDL requirement(s) in Part IV.B and Attachments K though S of this Order; or

ii. A Permittee shall be deemed in compliance with the WQBELs and receiving water limitations for the U.S. EPA TMDLs identified in Part IV.B.2.c of this Order and/or the receiving water limitations in Part V of the Order if it is implementing an approved Watershed Management Program, consistent with the actions and schedules therein, to address the applicable waterbody-pollutant combination pursuant to Part IX of this Order. A Permittee may only rely on this compliance path up until the final deadline for achievement of the relevant WQBEL and/or receiving water limitation; or

iii. A Permittee shall be deemed in compliance with final WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order if it has retained all conditionally exempt, non-essential non-stormwater as defined in Part III.A (Prohibitions – Non-Stormwater Discharges) of this Order and all stormwater runoff up to and including the volume equivalent to the 85th percentile, 24-hour event for the drainage area tributary to the applicable receiving water for that waterbody provided the Permittee is implementing all actions and schedules in an approved Watershed Management Program including, but not limited to the ongoing monitoring and adaptive management requirements in Parts IX.D and IX.E of this Order; or

iv. Upon notification of a Ventura County Permittee's intent to develop a WMP or join an existing WMP and prior to approval of the new or updated WMP, a Permittee's full compliance with all requirements in Part IX.F of this Order shall constitute a Permittee's compliance with the receiving water limitations provisions in Part V.A of this Order. A Permittee will only be deemed in compliance for receiving water limitations for those pollutants that are listed in the NOI.

C. WQBELs and Receiving Water Limitations for Trash

1. General

a. A Permittee may rely on another permittee or entity to implement trash controls or systems to achieve compliance with WQBELs or receiving water limitations for trash; however, a Permittee remains ultimately responsible for compliance with any WQBEL or receiving water limitation for trash applicable to its jurisdictional area.

b. If a Permittee's compliance strategy includes the installation of full capture systems and/or partial capture devices and institutional controls in the area serviced by another public entity, then the Permittee is responsible for obtaining all necessary authorizations, including any permits, to do so.

c. If a Permittee is unable to obtain the necessary authorizations to install a full capture system or partial capture device within another Permittee's MS4 infrastructure, either Permittee may request a dispute resolution conference with the Los Angeles Water Board. Nothing in this subsection shall be construed as relieving a Permittee of any liability that the Permittee would otherwise have under this Order.

2. **Areas not addressed by a Trash TMDL**

   a. A Permittee is in compliance with the receiving water limitation for trash in Part V of this Order if the Permittee demonstrates any one of the following:

      i. There are no exceedances of the trash receiving water limitation in the receiving water(s) at, or downstream of, the Permittees' outfall(s); or

      ii. There is no direct or indirect discharge from the Permittee's MS4 to the receiving water during the relevant time period.

   b. Compliance with the Discharge Prohibition in Part III.B of this Order will be considered as evidence of whether a Permittee is causing or contributing to a violation of the receiving water limitation for trash in Part V of this Order in drainage areas within PLUs, equivalent alternative land uses, or designated land uses.

3. **Areas Addressed by a Trash TMDL**

   a. Full Capture System Compliance Option

      i. A Permittee is in compliance with the interim and final WQBELs for trash outlined in Part IV.B and Attachments K through S of this Order, as specified in Part IV.B.3.b.i of this Order.

      ii. A Permittee violates its interim or final WQBELs for trash, if any of the following are true:

         (a) The Permittee fails to demonstrate that it has addressed all drainage areas within its jurisdiction with full capture systems,

         (b) The full capture systems for any drainage area(s) are not adequately sized and maintained,

         (c) Maintenance records are not up-to-date and available for inspection by the Los Angeles Water Board, or

         (d) It is not in compliance with any of the conditions of the certification of the specific full capture device.

      iii. A Permittee that violates its interim or final WQBELs for trash is presumed to have discharged trash in an amount equal to the percentage of the baseline waste load allocation[66] represented by the drainage area within its jurisdiction not addressed with full capture systems. A Permittee may overcome this presumption by demonstrating that the actual or calculated discharge for that drainage area is fully or partially in compliance with the applicable interim or final effluent limitation.

   b. Other Compliance Options

      i. A Permittee is in compliance with the interim or final WQBELs for trash outlined in Part IV.B and Attachments K through S of this Order, as specified in Part IV.B.3.b.ii-iv of this Order (Mass Balance, Scientifically Based Alternative, and Minimum Frequency of Assessment and Collection).

      ii. A Permittee that violates its interim and/or final WQBEL is presumed to have violated the applicable limitation for each day of each storm event that generated precipitation greater than 0.25 inch during the applicable water year, except

[66] Baseline Waste Load Allocation as defined in Attachment A of this Order.

those storm days on which it establishes that its trash discharges have not exceeded the applicable effluent limitation.

D. Commingled Discharges

1. Permittees that have commingled MS4 discharges are jointly responsible for meeting the requirements of this Order. However, Permittees are only responsible for discharges from the MS4 for which they are owners and/or operators.

2. Where Permittees have commingled MS4 discharges to the receiving water, compliance at the outfall discharging to the receiving water or compliance in the receiving water shall be determined for the group of Permittees as a whole unless an individual Permittee demonstrates that its discharge did not cause or contribute to the exceedance.

3. Permittees are responsible for demonstrating that their discharge did not cause or contribute to an exceedance of an applicable WQBEL or receiving water limitation.

4. A Permittee may demonstrate that its discharge did not cause or contribute to an exceedance of an applicable WQBEL or receiving water limitation in the manner described in Part X.B.2 of this Order.

5. A Permittee may also demonstrate that its discharge did not cause or contribute to an exceedance of an applicable receiving water limitation by demonstrating that there was an alternative source of a pollutant that is not typically associated with MS4 discharges that caused the exceedance, and that pollutant was not discharged from the Permittee's MS4. For any such demonstration, the Permittee shall use the most current source identification methodology(ies) for the applicable pollutant.

E. Time Schedule Orders

1. Unless a Permittee has selected, and is in compliance, with one of the alternative compliance options set forth in Part X.B of this Order, the Permittee must comply with any applicable interim and final WQBELs and receiving water limitations in accordance with the corresponding compliance schedule deadlines.

2. Where a Permittee believes that it needs additional time to comply with these WQBELs and/or receiving water limitations, a Permittee may request a TSO pursuant to California Water Code sections 13300 and/or 13385(j)(3) for the Los Angeles Water Board's consideration. A Permittee seeking an extension of a compliance deadline, other than a final TMDL deadline, in an approved Watershed Management Program does not need a TSO and may request the extension in accordance with the modification provisions in Part IX.C of this Order.

3. If a TSO is issued and the Permittee is in compliance with that TSO, the Los Angles Water Board will not pursue further enforcement of violations involving the specific waterbody-pollutant combination(s) addressed in the TSO, including the mandatory minimum penalty provisions of section 13385(h) and (i) for violations of WQBELs in Part IV.B and Attachments K through S of this Order.

4. Permittees may either individually request a TSO or may jointly request a TSO with Permittees subject to the WQBELs and/or receiving water limitations.

5. At a minimum, a written request for a time schedule order must include the following:

   a. Data demonstrating the current quality of the MS4 discharge(s) in terms of concentration and/or load of the target pollutant(s) to the receiving waters subject to the TMDL;

b. A detailed description and chronology of structural controls and source control efforts, since the effective date of the TMDL, to reduce the discharge of the pollutant(s) from the MS4 to the receiving waters subject to the TMDL;

c. Justification of the need for additional time to achieve the WQBELs and/or receiving water limitations which may include time to collaborate with other entities not regulated by the Regional MS4 Permit on a specific project(s) that will reduce discharges of the pollutant(s) from multiple sources;

d. A detailed time schedule of specific actions the Permittee will take in order to achieve the water WQBELs and/or receiving water limitations;

e. A demonstration that the time schedule requested is as short as possible, considering the technological, operation, and economic factors that affect the design, development, and implementation of the control measures that are necessary to comply with the WQBELs and/or receiving water limitation(s); and

f. If the requested time schedule exceeds one year, the proposed schedule must include interim requirements and the date(s) for their achievement.

XI. ENFORCEMENT

A. General

1. With the caveat that only one kind of penalty may be applied for each kind of violation, violation of any of the provisions of this Order may subject the violator to any of the penalties described herein or in Attachment D of this Order, or any combination thereof, at the discretion of the prosecuting authority.

2. Failure to comply with provisions or requirements of this Order, or violation of other applicable laws or regulations governing discharges through the MS4 to receiving waters, may subject a Permittee to administrative or civil liabilities, criminal penalties, and/or other enforcement remedies to ensure compliance. Additionally, certain violations may subject a Permittee to civil or criminal enforcement from appropriate local, state, or federal law enforcement entities.

3. Section 13385 of the California Water Code provides that any person who violates a waste discharge requirement or a provision of the California Water Code is subject to civil penalties of up to $5,000 per day, $10,000 per day, or $25,000 per day of violation, or when the violation involves the discharge of pollutants, is subject to civil penalties of up to $10 per gallon per day or $25 per gallon per day of violation; or some combination thereof, depending on the violation, or upon the combination of violations.

4. California Water Code section 13385(h)(1) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars ($3,000) for each serious violation. Pursuant to California Water Code section 13385(h)(2), a “serious violation” is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant by 20 percent or more, or for a Group I pollutant by 40 percent or more. Appendix A of 40 CFR section 123.45 specifies the Group I and II pollutants. Pursuant to California Water Code section 13385.1(a)(1), a “serious violation” is also defined as “a failure to file a discharge monitoring report required pursuant to Section 13383 for each complete period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.”

5. California Water Code section 13385(i) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars ($3,000) for each violation whenever a person violates a waste discharge requirement effluent limitation in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations within that time period.

6. Pursuant to California Water Code section 13385.1(d), for the purposes of section 13385.1 and subdivisions (h), (i), and (j) of section 13385, "effluent limitation" means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice.

7. Unlike subdivision (c) of California Water Code section 13385, where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalties provisions identified above require the Los Angeles Water Board to assess mandatory minimum penalties for "each violation" of an effluent limitation. Some water quality-based effluent limitations in Attachments K through S of this Order (e.g., trash, as described immediately below) are expressed as annual effluent limitations. Therefore, for such limitations, there can be no more than one mandatory minimum penalty for each interim or final effluent limitation per year.

B. Trash TMDLs

For the purposes of discretionary enforcement under California Water Code section 13385, subdivisions (a), (b), and (c), not every storm event may result in trash discharges. In trash TMDLs adopted by the Los Angeles Water Board, the Los Angeles Water Board states that improperly deposited trash is mobilized during storm events of greater than 0.25 inch of precipitation. Therefore, violations of the effluent limitations are limited to the days of a storm event of greater than 0.25 inch. When a Permittee has violated the annual effluent limitation, any subsequent discharges of trash during any day of a storm event of greater than 0.25 inch during the same water year constitutes an additional day in which the violation of the effluent limitation occurs, unless the Permittee has established that its discharge has not exceeded the applicable effluent limitation for trash on the relevant storm days consistent with Part X.C.3.b.ii of this Order.

Update on Mobile Car Washing Regulations and Enforcement

Tim Beaman P.E., Assistant Director of Public Works
Public Works Department

Public Works & Transportation Committee
October 22, 2024

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee receive and file a report on mobile car washing regulations and enforcement.

BACKGROUND

- The City of Oxnard operates under a Regional Phase 1 Municipal Separate Storm Sewer System (MS4) permit
  - Regulatory requirement for communities with populations of 100,000 or more
- The MS4 permit is designed to protect our waterways and minimize the discharge of harmful pollutants
- Mobile car washing can be classified as:
  - Commercial
  - Non-commercial
- Each with its own set of regulatory requirements and enforcement actions

MS4 Permit

- The Oxnard MS4 permit outlines exempt and non-exempt stormwater discharge activities in Section 3b on page 13

- Under this section, non-commercial car washing is classified as an exempt activity
  - Allows Oxnard residents to wash their own vehicles and discharge into the stormwater system, provided they adhere to the requirements listed in Table 5 on page 21

- Commercial mobile car washing activities however are non-exempt and unable to discharge into the stormwater system. Commercial entities must capture the wash water and discharge at a legal point of disposal

MS4 Permit - Section 3b page 13

Conditionally Exempt Non-Essential Non-Stormwater Discharges

The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:

i. *Dewatering of lakes;*
ii. *Landscape irrigation;*
iii. *Dechlorinated/debrominated swimming pool/spa discharges not otherwise regulated by a separate NPDES permit;*
iv. *Dewatering of decorative fountains;*
v. ***Non-commercial car washing by residents or by non-profit organizations;***
vi. *Street/sidewalk wash water*

MS4 Permit - Table 5 page 21

Required Conditions for Conditionally Exempt Non-Stormwater Discharges

Discharge Category	General conditions for Exempt MS4 Dischargers	Requirements/required BMPs prior to discharge through the MS4
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as turning off nozzles or kinking the hose when not spraying a car and using a low volume pressure washer. Encourage use of biodegradable, phosphate free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).

Oxnard Ordinance

The City of Oxnard Ordinance further specifies discharge prohibitions and requirements under Chapter 22 Article XII.

Commercial and industrial operations are prohibited from discharging into the storm drain system and must dispose of wash water to a legal point of disposal (i.e sewer).

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS

The following discharges are prohibited from entering the storm drain system:

(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

Oxnard Ordinance

SEC. 22-224. BEST MANAGEMENT PRACTICES

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

DISCUSSION - ENFORCEMENT

- Code Compliance inspectors respond to complaints regarding car wash and other unpermitted vendors, although several challenges to effective enforcement persist due to a number of factors including:
  - Lack of Code Compliance authority to compel identification from vendors which is necessary to issue an administrative citation
  - Code Compliance cannot compel a vendor to leave their location
  - Vendors who leave and return a short time later due to their knowledge of limited staff resources for follow up visits

DISCUSSION - ENFORCEMENT

- When a mobile car wash vendor does provide identification, staff can issue an Administrative Citation for the following:

- Oxnard City Code Chapter 11: Permits
  - ***11-4(A)*** *Business tax certificate required (any business in city) – If not already licensed*
  - ***11-20(C)*** *Issued license sticker must be affixed to vehicle (should have current year) – If not attached*
  - Chapter 11 falls under the authority of the collector for the Billing and Licensing Division of the Finance Department

- Oxnard City Code Chapter 22: Water
  - ***22-224(C)(1)*** *Mobile car wash full capture containment required. – If not in use at time of contact*
  - ***22-219(B)*** *Discharges from mobile auto washing. – If runoff can be verified*

DISCUSSION - ENFORCEMENT

- Enforcement of regulations pertaining to unpermitted car wash vendors can require the involvement of multiple City departments which can include:
  - **Oxnard Police Department** - the ability to compel identification, calm aggressive vendors, and to address trespassing when the private property owner has authorized them to do so.
  - **Code Compliance** - staff trained to enforce all aspects of City Code and track cases. Staff authorized to issue citations.
  - **Public Works Technical Services** - Subject matter experts regarding unpermitted discharges into the storm drain system
  - **Billing and Licensing staff** - department has a full-time code inspector to address licensing issues

FINANCIAL IMPACT

- There is no financial impact to the receiving and filing of this update.

CITY OF OXNARD CALIFORNIA

End of Presentation