

**ATTACHMENT F
CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #6222**



PASADENA PERMIT CENTER
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15 MAR 13 10:41 AM
CITY CLERK

REQUEST FOR APPEAL

APPLICATION INFORMATION

Project Address: 3420, 3500, 4401, 4500 Arroyo Seco Road
 Case Type (MCUP, TTM, etc.) and Number: PLN2014-00418
 Hearing Date: March 4, 2015 Appeal Deadline: March 16, 2015

APPELLANT INFORMATION

APPELLANT: Spirit of the Sage Council, Project Soliton, Hugh Bowles Telephone: [619] 702-7892
 Address: c/o Craig Sherman, APC 1901 First Ave. No. 219 Fax: [619] 702-9291
 City: San Diego State: CA Zip: 92101 Email: shermanlaw@aol.com
APPLICANT (IF DIFFERENT): City of Pasadena HSBOWLES@YAHOO.COM

I hereby appeal the decision of the:

- | | |
|--|---|
| <input type="checkbox"/> Hearing Officer | <input checked="" type="checkbox"/> Zoning Administrator |
| <input type="checkbox"/> Design Commission | <input type="checkbox"/> Director of Planning and Development |
| <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> Film Liaison |

REASON FOR APPEAL

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):

For all of the reasons presented in the appeal before the BZA, including comments, supporting documents and testimony. The CEQA approval does not disclose all possible impacts or mitigate the same, and attempts to defer study and analysis until too late (during implementation). Potential impacts may result despite proposed mitigation, including but not limited to lack of study and deferred mitigation. The CUP for development in the OS Zone is not appropriate due to resulting potential impacts, health and safety risks, and required findings are not supported. The City has also violated express and implied spending purposes and limitations as applied for and granted by state and federal funding for improvements in the subject area and for specific purposes being violated and offended. The purpose and funding for the project was approved for 'habitat enhancement' but the purpose and effect s now evidenced to be substantially capturing contaminated water for municipal purposes, JPL contract benefits/requirements for access, guard station, etc.

Hugh Bowles Signature of Appellant (HUGH BOWLES) 3/13/2015 Date

* OFFICE USE ONLY

PLN # _____ CASE # _____ PRJ # _____

DESCRIPTION _____

DATE APPEAL RECEIVED: 3/13/2015 APPEAL FEES: \$ 272.95 RECEIVED BY: *[Signature]*

PLANNING AND DEVELOPMENT DEPARTMENT
CURRENT PLANNING SECTION

175 NORTH GARFIELD AVENUE
PASADENA, CA 91101

APP-RFA Rev: 1/18/07

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**ARROYO SECO CANYON PROJECT
MITIGATED NEGATIVE DECLARAION
RESPONSE TO CITY OF PASADENA RESPONSE TO PUBLIC COMMENTS
Prepared by Hugh Bowles
hsbowles@yahoo.com
03/02/2015**

This document is a response to the City's responses to public comment on the Arroyo Seco Canyon Project. The Conditional Use Permit for the project was approved on January 7. However, the approval has been appealed. The Appeal Hearing is set for Wednesday, March 4 at 6:30 p.m. in the Council Chambers. At stake is the conservation and preservation of the local water supply. At issue is the approach -- the project recommends an increase in the diversion of natural stream flows into expanded spreading ponds in Hahamongna Watershed Park (HWP). The enlarged ponds will sit on an area that has absorbed the residue of a thousand cars a day over the last several decades. The Arroyo Seco spreading ponds have been shown to be "by orders of magnitude" less porous than the surrounding alluviums in the basin. The project approach defeats ultimate goal of replenishing the local aquifer. This document is to support the Appeal. The project needs to be brought before City Council and the public for a full review.

Under public comment on the Mitigated Negative Declaration (MND), I submitted an analysis titled "Kill or Nurture the Arroyo?" The analysis looks at a study completed for the City by Philip Williams and Associates in 2000. The Williams Study recommends using the natural stream to replenish the aquifer. The Study points out that the spreading ponds have silted over the years, leak, and are maintained with heavy equipment -- this causes compaction and makes the ponds impermeable. In 1995 Converse Consultants West observed that the spreading ponds were "by orders of magnitude" less porous than the surrounding alluviums in the basin. The Williams study estimates that the riparian corridor could absorb around 25 cubic feet per second (cfs) **BEFORE** stream flow reaches the dam.

In its response to comment on the MND, the City outlines why they cannot follow the recommendations made in the Williams Study. The City's objections focus on:

1. The Williams Study recommends using the dam to assist in aquifer re-charge. LA County operates the dam. The City has no control over how the County manages water held behind the dam. The primary purpose of the dam is flood control, not aquifer re-charge.
2. The 1974 Raymond Basin Pumping Agreement (The Judgment) states that the City can only gain pumping credit for water that is diverted into "spreading grounds"; this is classified as "spreading for re-capture" vs. "spreading for the general good", which is water percolating through stream flow. The City receives its pumping allocation based only on water "spread for re-capture".
3. It would be too costly to open up the 40 year old Judgment and re-negotiate pumping rights.

In "Kill or Nurture the Arroyo" I acknowledged challenges with including the dam in the allocation of pumping credits. To clarify the recommendation was to:

1. Assess specific yield from the stream **BEFORE flows hit the dam**. This removes involvement of the County. As the Williams Study points out the City could achieve nearly all its current credit through percolation in the riparian corridor. This could be introduced gradually with the existing spreading grounds used for back-up. The City's long response asking how would credits be administered if the County released water from behind the dam is irrelevant in the context of the recommendation. The City avoids the question.

2. Look at other ways of defining "spreading grounds". The City's response outlines how The Judgment allows for a diverter to gain credit for water spread **"in any natural stream channels leading to existing or future spreading grounds."** This opens a wide door to allow for a more creative approach to defining "spreading grounds" and leveraging the natural stream for pumping credit. The City claims it has no alternative but to use the existing Arroyo Seco Spreading Grounds, however, that is not true, and the City itself has recommended building new spreading ponds in the past. For example, the natural stream often flows into a depression left by the old surface mining operation adjacent to Oak Grove Park. This depression acts like a spreading basin. A situation like this could be formalized – it is near where the City planned to build additional spreading ponds under the Hahamongna Park Plan in 20013. With the right will, analysis, and expertise, there are a number of ways that the "natural stream channel" could be better utilized and still meet the criteria "memorialized" in The Judgment. Currently the stream is piped for nearly a mile into sludge ponds that are often stagnant. The process loses the natural percolation of flows over that distance; further, the City points out that "spreading for re-capture (measured water diverted into ponds) is **subordinate** to conservation of natural flows." It would seem that the City would have an interest in maximizing percolation that could be achieved through natural flows.

3. The City points out in its response to comment that the Williams Study acknowledged that the legal aspects of their recommendations create "constraints" in regard to The Judgment. The City uses this to dismiss the Williams Study. However, in relation to restoring natural flows to the Arroyo Seco channel, section 8.1.2 of the Williams Study under "Water Supply" on page 151 states (boldface and parentheses added):

"...the implication for water supply (of restoring natural flows) is that the existing Arroyo Seco Spreading Grounds would no longer receive inflow and would be essentially obsolete. Therefore, the City would also likely need to establish a new method of accounting for percolation credit with the RBMB. A simple system incorporating flow-measurement... could be put in place to more carefully track percolation within the basin. Since the RBMB is currently in the process of reevaluating their accounting procedure for percolation in the basin...and **since they desire to make this accounting procedure more scientifically rigorous, this may be an excellent time to suggest an alternative way of tracking City percolation credit.**"

The question is why after 15 years has a more "scientifically rigorous" method of tracking percolation in the basin not been put in place? Why is the City continuing to rely on and expand spreading ponds that are "by orders of magnitude" less effective than natural stream flows? Also, the City has made no assessment in the MND of water quality issues that could arise from storing drinking water in ponds that sit on an area that has absorbed the residue of a thousand cars a day for the last several decades. It is worth noting that in 2003 Council Member Joyce Streater in arguing the case for removing widened roads, parking lots, and playing fields from the east side of the HWP stated: "Why would you bring more traffic into an area that supplies our drinking water?"

I requested that the project respond with scientific evidence to "disprove the use of the natural stream as an effective way to replenish the aquifer". The City avoids this question stating: "In regards to the spreading ponds, **regardless of their efficiencies**, the City must use them in order to protect its water rights." (Boldface added). The City has no intention of looking at alternatives and protects itself from having to do so by completing a Mitigated Negative Declaration only. Yet, City Manager, Michael Beck, in response to my comment stated that alternatives will be considered. When?

The last few years of drought have exposed the fragility of the local water supply. Ignoring options to explore more effective ways of replenishing the local aquifer is not in the public interest or the long term sustainability of The City. Off the record no one claims that expanding the spreading ponds in Hahamongna has anything to do with replenishing the aquifer, or securing the local water supply – the goal is to maximize pumping rights only. The City states that it would be too expensive to re-negotiate how pumping credits are adjudicated. Yet, back in 2000 a "more scientific" mechanism was desired. \$3MM of tax payer money is now being sunk into the expansion of a process for securing water rights that is damaging to the long term sustainability of the water supply and the environment. There needs to be a full and open public debate on the issue -- this has never occurred. If representatives of all the 16 agencies that are signatories to The Judgment were charged to stand at the point where natural flows are currently absorbed, walk upstream, take a drink from the clear aerated water in the stream, then walk up the slope to the Pasadena Water and Power sludge pond and drink, if they dare, from the stagnant water there, and then write a cogent argument as to why no pumping credit can be granted for water absorbed by the stream without mentioning The Judgment, they could not. Not one good reason could be laid out as to why water agencies could not claim pumping credit for clear specific yield from the stream.

The City should abandon the inadequate MND, bring the subject before Council, and recommend a full EIR which explores options to more effectively, cheaply, and less damagingly providing local water for its citizens. As part of this process the RBMB need to be held to find a more "scientifically rigorous" process for adjudicating pumping credit. The Judgment was forged 40 years ago. The science and attitudes have moved on. It is time to work with, not against, the natural processes when conserving water in Pasadena.



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March 3, 2014

Public Comment for Pasadena Board of Zoning Appeals
Appeal Hearing March 4, 2015

Project: Arroyo Seco Canyon Project
Appellant: Spirit of the Sage Council, et al.

The project should not be approved for the following reasons:

- 1) Failure to disclose and/or address potential significant adverse effects to the environment (as a result of poor study and/or complete omission);
- 2) Public health and safety reasons;
- 3) Despite preparation of a MND, there is a fair argument that one or more significant adverse impacts *could* result to the environment , despite the findings of the MND and the proposed mitigation;
- 4) Improper and misuse ("waste") of the government money (see enclosure provided herewith).

The following factual and legal reasons support rejection of the project as currently studied and proposed:

Soil Contamination

The Initial Study/Mitigated Negative Declaration (MND) admits to groundwater contamination in Area Three, but assumes that any excavation would not reach to contaminated levels or disturb contaminated areas. (Initial [Environmental] Study October 2014 ("ES") at 4-72) The ES fails to take into consideration that the project areas are affected by soil contamination even though the areas are adjacent to a hazardous material (Cortese) and Superfund site. The MND relies on an assumption that "existing regulations prevent the creation of hazards to adjacent land uses, including Area 3." (ES at 4-71). Further, the MND erroneously relies on conditions

present in the Master Environmental Report (MEIR) that was done in 2003. However, the principal basis for this project is claimed to be due to changed environmental conditions that occurred as a result of wildfire in 2009. The ES admits lead to the changed circumstance of a large buildup of sediment.

The California Department of Toxic Substances Control lists JPL on its Envirostor list under Envirostor id: 19970008 and lists soil contamination as a potential area of concern. (See also April 11, 1988 ERG letter with reports to NASA Headquarters along with EPA report. <http://jplwater.nasa.gov/Docs/NAS70240.PDF>)

In Area Three alone, this project is anticipated to create the disturbance and removal of "a total of approximately 23,000 cy of cut materials." (ES at 3-10). The Disturbance and removal of heavily contaminated soils that will be utilized in the construction of facilities for public use as fill and transported to other locations is likely and very likely to cause adverse environmental impacts requiring further evaluation, considerations and mitigation in an EIR.

Water Contamination

While the first goal of this project is to increase the amount of water flow available for public consumption, the Environmental Study and MND minimize and do not account for the significant potential environmental impact that may occur from contaminated ground water that has been established to be present under Area Three. (ES at 4-74). Based upon these outdated studies and findings, the ES states that: "No significant change in flow patterns would occur[]" and "only a minor change would occur in the capture zone of the deeper aquifer layers." The MND relies on the 2003 MEIR and a 2005 modeling simulation, both of which are now ten years old and occurred before the undeniable changes to the topography of the area based on the effects of the 2009 area wildfire and subsequent storms. As an increased water flow and percolation is intended to be generated by this project, so too will the contamination. These are physical impacts to the environment that need to be disclosed, addressed and mitigated in an EIR. See additional information in the enclosures attached hereto.

Biological Resources

Removal of Established Trees

The MND relies on findings in the ES that the removal of up to 17 trees for the project has a less than significant impact (ES at 4-24) because the project intends to comply with local ordinance governing the planting of offset trees. While the project may comply with local City ordinance, the removal of mature White Alders, Coast Live Oak, and Arroyo Willows is a significant impact even when replaced because of the required time for trees to mature. These are *at a minimum* unmitigated short term adverse impacts to the environment for which an Environmental Impact Report is required.

Native plant/animal species

The MND fails to take into account the possible significant impact to vegetation and wildlife. The current restoration project calls for leaving the majority of artificial fill and therefore will not increase the biological resources to the extent claimed. Additionally, the ES relies on findings from the 2003 MEIR which is now out of date due to the effects of the 2009 wildfire and storm disturbances that significantly altered the topography of the project areas. The February 4, 2015 United States Fish and Wildlife Service visit identified post storm disturbance areas and regrowth of vegetation. These changes to vegetation and habitat are not sufficiently accounted for in an MND and require further study and an EIR to properly determine and mitigate potential significant effects of the project on biological resources. See additional information in the enclosures submitted herewith. On this topic and all others, the City's reliance on the prior MEIR is not proper based upon the significant passage of time, as well as the limitation that it is improper for a MND to tier-off an EIR (especially where adverse impacts were found to exist in the prior study).

Misappropriation and Unlawful Spending (Waste)

It is alleged and believed that the City is not in compliance with "Grant Agreement No. 4600009706 (GLAC-IRWM Proposition 84 Implementation Grant)" along with the related Agreement between LACFCD and the City. The Prop 84 Agreement between Los Angeles County Flood Control District and State states that the Local Project Administrator (City) must also comply with the Agreement, including returning funds not used for the project. In the current project, the City did not reveal in their Prop 84 grant proposal that the project location is adjacent to a federally designated Superfund and Cortese site. The use of funds for this project from Prop 84 as it is now being implemented is a waste and misuse of Prop 84 funds and subject to challenge under California Code of Civil Procedure 526a and other relevant California law.

Attachments:

- 1) Comment to BZA 3-4-15 (Misuse of Funds and History of AS Canyon Project)
- 2) Comment for 3-4-15 (Biological Issues)
- 3) Comment to BZA 3-4-15 (City Water and Health Hazards)
- 4) Comment to BZA 3-4-15 (1988 EA by NASA doc no 70240)

**Changes in the Project and Use of Grant Money is
a Waste and Misuse of Government Funds
(e.g. Code of Civil Procedure §§ 526a, 1085, & 1090)**

#1 Project Description

>
> Source: 2012, December 3: CITY AGREEMENT NO. 21,234
>
> "1.0 DEFINITIONS.
> In this Agreement, unless a different meaning is stated or clearly
> appears from the
> context:
>
> (a) "ASF" means the Arroyo Seco Foundation.
>
> (b) "Project" means activities consisting of
> (i) upgrading and restoring natural habitat to improve conditions
> for fish and other aquatic life,
> (ii) modifying the intake dam with an inflatable dam or other
> structure, for increased water diversion, restored stream hydrology and
> improved aquatic connectivity,
> (iii) enhancing trails, and
> (iv) constructing a public restroom to improve water quality, all in a
> manner consistent with the Arroyo Seco Master Plan and any other
> applicable regulatory requirements, as described in the Grant
> application and as may be modified by consent of the Parties and
> approved by the County.

>
>
>
>
>
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>
>
> #2 Project Description

>
> Source: Grant Agreement No. 4600009706 (GLAC-IRWM Proposition 84
> Implementation Grant)
>
> GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER
> RESOURCES) AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AGREEMENT
> NUMBER 4600009706
> INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
> CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.
>
> "EXHIBIT A: WORK PLAN"...

> "1. This multi-benefit project incorporates features such as
> restoration of riparian habitat, installation of a public restroom,
> improved aquatic connectivity, relocation of facilities to expand
> stormwater retention, expansion of open space, water
> quality improvements, and expansion of recreational opportunities."
>

> Page 13 of 152

> 1. Hahamongna Basin Multi-Use Project

>

> Project Description

>

> The Project is a cooperative effort between the City of Pasadena and the Arroyo Seco Foundation. In its entirety, this Project will increase water supply, improve water quality, and improve ecosystem health through enhancements to both the Basin and the adjacent Arroyo Seco Canyon. The project incorporates features such as restoration of riparian habitat, installation of a public restroom, relocation of facilities to expand stormwater retention, enhancement of water quality, and improvement of open space and expansion of recreational opportunities.

>

> Project implementation will be divided into two components: the Hahamongna Basin (Basin component) and the Arroyo Seco Canyon (Canyon component).

>

> Improvements related to the basin component include:

- > • Improve and realign approximately 3,000 linear feet of the primary Westside Perimeter Trail to a location above the level of frequent inundation to enhance year-round access, connectivity and recreational opportunities. (Funded with matching funds)
- > • Partial restoration of the Berkshire Creek drainage area. (Funded with matching funds).
- > • Expand an existing parking lot. (Funded with matching funds)

>

> Three primary drainage ways on the west side of the basin, including Berkshire Creek, will be restored (full restoration of Berkshire creek still requires additional funding) to decrease erosion and transport of urban trash from these drainage ways into the Basin. The Basin will serve as a living classroom within the surrounding disadvantaged community that can be used to teach future generations the importance of healthy ecosystems and the value of natural resources. Enhanced open space and recreational opportunities will be created for nearby communities. This Project will preserve native plant communities increase bio-diversity, enhance habitat, and improve wildlife corridors and connectivity.

>

> The Canyon component of the Project will include habitat restoration and trail enhancements, replacement of the Arroyo Seco Canyon intake dam, and installation of a public restroom.

>

> The Arroyo Seco Canyon intake dam was originally built in 1937 to divert water for the City of Pasadena's domestic water supply. The intake dam is no longer used for this purpose; it is being used to divert water to the adjacent spreading grounds. This intake dam will be replaced with an inflatable dam or other structure for increased water diversion and restored stream hydrology.

>

> This Arroyo Seco Canyon recreational area does not have a public restroom available nearby. In an effort to dramatically decrease human bacteria in canyon water flows, a public restroom will be constructed at the entrance to the Arroyo Seco Canyon. This is expected to greatly improve water quality in the canyon. The restroom, which

> will be installed with a contained septic system, will serve the Canyon
> users which number approximately 150 people per day on weekdays and
> 1,000 people per day on weekends. Adjacent to the restroom
> facility, interpretive signage, picnic tables, a drinking fountain, and
> a horse trough may be installed to improve recreational value for area
> users.

>
> In the areas affected by, or adjacent to other Canyon component
> construction, the habitat would be
> enhanced and restored through the removal of non-native plants and the
> planting of appropriate native
> species.

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>
>

> #3 Project Description

>
> Source: Hearing Officer January 7, 2015 Conditional Use Permit 6222
> ,3420 , 3500 , 4401 and 4500 Arroyo Seco Road

> PROJECT DESCRIPTION:

> The City of Pasadena, Water and Power Department is proposing to repair
> and replace facilities within the Arroyo Seco Canyon Area that were
> damaged or destroyed by Station Fire-related events of 2009.

>
> The improvements will also allow the increased utilization of existing
> surface water rights held by the City, and will improve water quality
> in the canyon; improve biological habitats; restore hydrological
> function and fish passage: and improve ecosystem health through the
> following enhancements :

- > 1) Naturalize the Arroyo Seco streambed ;
- > 2) Remove exposed portions of existing infrastructure designed for
> sediment removal;
- > 3) Restore and improve the intake facilities;
- > 4) Expand recharge operations by creating additional spreading basins;
- > 5) Reduced barriers to fish passage ;
- > 6) Enhance recreational facilities;
- > 7) Build a new restroom facility; and
- > 8) Improve stormwater quality through a smaller decomposed granite
> parking lot.

History and evolution of the proposed Arroyo Seco Canyon Project

In 2003, The City 2003 completed the Arroyo Seco Master Plan.

In 2006, Tim Brick, Arroyo Seco Foundation ("ASF") [and Metropolitan Water District] approached the City of Pasadena ("City") to submit the Hahamongna Basin Multi-Use Project for Round 1 of the Integrated Resources Water Management ("IRWM") Project Implementation for Proposition 84 monies funded by the California Department of Water Resources ("DWR"). Proposition 84 is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act that was passed by California voters in 2006.

According to City records, State funding via several Proposition Grants have been received since 2006/2007 that total over \$2,000,000.00 (two million dollars) for a proposed City project referred to as the Berkshire Creek Project and Berkshire Creek Improvements Project (Berkshire Project). The description of the Berkshire Project includes the description of the proposed Arroyo Seco Canyon Project and Berkshire Creek Bridge Project that were included in the City's grant application for State Proposition 84 funding, referred to as the "**Hahamongna Basin Multi-Use Project.**"

In 2006: "**the recreational trails** component of this project was funded by this program [California River Parkways Program] during the first round of funding in 2006. The projects trails will be restored to **allow passage over the creek via a small recreational bridge crossing.**"

In 2007: the City had \$1,189,440.00 "available," yet, applied for State Prop 50 Grant funding of \$898,700 to **implement the Berkshire Creek Improvements project** that;

• "**The project will greatly restore and enhance a riparian oak woodland canyon** that is currently severely deteriorated and impacted by excessive flows from the Berkshire Avenue storm drain. **When repairs and modifications are completed, the quality of the habitat in the canyon will be greatly enhanced. The canyon bottom will function as an aesthetically pleasing creek**" and

• "will allow completion of the Berkshire Creek project in its entirety including the construction of small bridge."

SOURCE: **2007, Sept. 24:** Agenda Report to City Council from City Manager. Subject: Authorization of Submittal of Grant Applications and Adoption of Resolutions for the Recreational Trails Program and the California River Parkways Grant Program.

In 2010, the City was notified that the Hahamongna Basin Multi-Use Project was selected to receive \$3,271,000 in Proposition 84 grant funds.

On October 29, 2012, The City Council approved the bait and switch recommendation, made the by the City's Water and Power Department, to obtain State funds and then divert them.

In 2014, when the City received over \$3,000,000.00 (three million dollars) of State Prop 84 funds for the proposed Multi-Use Projects the City diverted all the State funds to the "Canyon Project" component also known as the proposed Arroyo Seco Canyon Project.

(Sources 2012, December 3: CITY AGREEMENT NO. 21.234, Grant Agreement No. 4600009706 and October 29, 2012 City of Pasadena Agenda Report. Subject: AUTHORIZATION TO ENTER INTO MEMORANDUMS OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE ARROYO SECO FOUNDATION TO IMPLEMENT PROPOSITION 84 GRANT)

The City has failed to comply with the basic conditions and requirements of Grant Agreement No. 4600009706.

There is evidence that the subject Arroyo Seco project is using grant money to build a road – not for habitat restoration and prop 84 purposes, but rather for the provision of parking and transportation access for JPL.

Arroyo Seco Canyon project approval will extend the southeast area of the West parking and build/pave a street and a guard station for JPL. There is no detail provided for the "leveling" of a road on the East side by the Gabrielino Trail. CSS/RAFSS and 18 foot trees are being removed for road building-activities, which are planned to be replaced with 9 foot trees.

The MND and accompanying studies are defective and uninformative due to the lack of identification, photographs or other sufficient description of the trees and habitat to be impacted.

"3.0 ARTICLE 4. SPECIAL PROVISIONS

(1) Right of Way access road approximately 25 feet wide from south end to the north end of the East Arroyo as shown on Exhibit No. V, entitled "ARROYO SECO CANYON PROJECT, AREA 3-TEMPORARY ACCESS ROAD PLAN, DATED March 2014, hereby incorporated into this Lease.

The project deceptively states that the City and applicant will be leveling the small road on the east side, to make it larger for public access to park in the Arroyo Seco.

See the trail from East to West parking lot is to become a street. Also an "Emergency" road from West Parking lot into the basin to connect with Oak Grove park. ATTACHED Exhibit photo.

Residents in La Canada Flintridge do not want all the traffic to JPL in their neighborhood. So, the City is building a street from Pasadena/Altadena "Eastside Neighborhood" into the Arroyo "East Parking Lot" to the West Parking lot in the Arroyo next to JPL.

JPL has been doing this already, driving on dirt trail/road. Now that will be paved via the Arroyo Seco Canyon Project- according to the contract's Nov 2014 modification (Mod 4). JPL is paying the City to pave it.

In addition, the Arroyo Seco Canyon project will "level" existing entrance on the eastside by the Gabrielino trail, to make it easier for cars to go into and through the Arroyo Seco.

EXHIBIT 1



Endangered and Protected Plant and Animal Species in the Arroyo Seco

Spirit of the Sage Council notes the likely presence and possible impacts to rare, threatened or species (and habitats) of special concern. Site specific vegetation surveys and maps are necessary to evaluate and avoid impacts to the presence of such species. Spirit of the Sage Council provides the below and other attached information that a possible significant and adverse impact to the environment may result from the proposed project.

FWS photos and comments to the City (Gary Takata)
after visiting the project site. (provided separately)

Questions* to USFWS (by Leeona Klippstein) and responses from FWS after site visit.

As indicated in the ">" lines,
On 2015-02-11 12:20, Medak, Christine wrote:

1. *FWS is basically telling the City to remove the proposed upper dam/diversion and focus on the lower "Headworks" dam improvement and it's design to ensure wildlife movement and habitat for aquatic species continues?*

> The proposed project includes removal of the headworks in area 1 and
> replacement of the diversion dam in area 2. I recommended that they
> remove the headworks and associated fill in area 1 and revise the
> design of the diversion dam in area 2 to ensure it will allow for
> continued movement of fish and wildlife over/around the structure.
>

2. *The City began implementing the Project, prior to public notice and comment?*

> The riprap that is apparent in the 2011 aerial may have been placed as
> part of emergency protection for the road following the storms. I
> would not say it is part of the project. Hopefully the City can
> clarify when the riprap was placed and what regulatory mechanism was
> used.
>

3. *The current Project design for the "Headworks" area is more destructive than restorative for the natural hydrology of the Arroyo Canyon, floodplain, natural vegetation/habitat (flora) and fauna,

including aquatic and amphibian species?*

- > The proposed restoration design leaves the majority of artificial fill
- > in place and further stabilizes the narrowed channel by incorporating
- > additional riprap and other structures. A true restoration of the area
- > would require removal of the artificial fill (in addition to the
- > headworks structure) to allow the natural hydrology to return to the area. >A wider floodplain allows for a greater extent of biological resources and
- >reduces the potential for channel erosion.
- >

4. *FWS is telling the City that it would appropriate to remove the existing "Headwaters" structure and associated fill, but not replace with a new structure? Rather let nature and the natural hydrology be the priority, so, that the damaged caused to the floodplain can be restored.*

- > We recommend they remove the fill in the floodplain to reduce the need
- > for additional stabilization structures.
- >

5.b. *Is FWS aware that the area is a federally designated Superfund site, caused by CalTech and JPL founders having historically used this area of the Arroyo Seco, since 1930's, to create rocket fuels and explode them? The City and other water companies have contaminated production wells for drinking water that are over federal and state limits on perchlorates.*

- > We are aware that this comment was brought to the City's attention by
- > Spirit of the Sage. We do not have any information to contribute
- > regarding this point.
- >

5.c.. *The FWS comments are silent regarding the proposed Restroom facilities and pipeline inside the floodplain. Is FWS only requesting that the picnic benches (recreational facilities) be placed outside of the floodplain?*

- > We failed to discuss this point; however, during the site visit Gary
- > Takata stated that the proposed restroom facilities in Area 1 are no
- > longer being considered as part of the project.
- >

6.a. *Who told FWS that the temporary staging area and northern spreading basins have been removed from the proposed Project? 6.b. Where is the new staging area?*

- > Gary Takata

6.c. *Did this occur prior to the City's hearing officer approved the

Project, including the IS/MND and CUP? If so, the public wasn't notified and the documents were not recirculated.*

> The information was provided during the site visit on February 4, 2015.

7.a. *Will the City be preparing their own new hydrological study or will Gary Takata be contracting out and independent study?*

> ?

7.b. *Where is the data, that the City claims is available?*

> I believe he mentioned the Raymond Basin Watermaster? This information
> should be clarified by the City

8.a. *FWS has confirmed that the Coastal Sage Scrub natural community (CSS) was observed on the proposed Project site. What is currently the appropriate mitigation ratio or offset ratio for disturbance and removal of CSS?*

> We do not typically provide mitigation ratios. We recommended the
> project incorporate native vegetation in all temporary impact areas.

8.b. *Did FWS also observe areas of Alluvial Sage Scrub and Riversidean Alluvial Sage Scrub mixed with CSS?*

> The area at the north end of the spreading basins is composed of CSS.
> The distinction of vegetation type is not within my specific area of
> expertise; however, it is my understanding that alluvial fan sage scrub
> is found in active wash areas, within the floodplain. The areas I
> observed were above the active floodplain.
>

8.c. *Do these subassociations of CSS need to be mitigated for at the same or greater ratio replacement?*

> Alluvial fan sage scrub is much more rare than CSS. We have in the
> past written jeopardy biological opinions due to the loss of this
> habitat.

8.d. *Is there still a connection between the San Gabriel and Santa Monica mountains?*

> ? - not sure what this question is asking.

8.e. *Did FWS advice the City that surveys for the California gnatcatcher (CAGN) are needed, since the proposed Project site has suitable habitat need for the species survival and recovery?*

> No; however, I believe Los Angeles County conducted surveys as part of
> the Devil's Gate Dam Sediment Removal Project. There are also many

- > birders in the area and I have not received any reports of gnatcatchers
- > in the vicinity. That does not mean they do not move through the area
- > occasionally.

9.a. *FWS also identifies the proposed project site and area as "native upland scrub." Could you please explain the habitat and natural communities classifications?*

- > The term native upland scrub is generic. I am a lumpner not a splitter.

9.b. *Has FWS requested that the City include mapping of the plant communities?*

- > Other than the disturbed area mapped in Area 1, I did not see a need
- > for remapping of the vegetation.

- > Christine L. Medak
- > Fish and Wildlife Biologist
- > U.S. Fish and Wildlife Service
- > 2177 Salk Avenue, Suite 250
- > Carlsbad, CA 92008
- > Phone: (760) 431-9440 ext. 298
- > Fax: (760) 431-9624
- > <http://www.fws.gov/carlsbad/>
- >
- > Follow us on Facebook at <http://facebook.com/USFWSPacificSouthwest>
- > Follow us on Twitter at <http://twitter.com/USFWSPacSWest>
- >

NEVIN'S BARBERRY

According to the EPA Report on the NASA JPL Superfund (SARA) (CERCLA) site (JPL site), dated 1988, the Nevin's Barberry, a federally listed species under the Endangered Species Act (ESA), is located 0.02 miles from the JPL site. <http://jplwater.nasa.gov/Docs/NAS70240.PDF>

According to email communications to Leeona Klippstein, Spirit of the Sage Council (SOSC), from USFWS and CDFW the records on the Nevin's Barberry indicate that there are other locations within or adjacent to the location of the proposed Arroyo Seco Canyon Project, Hahamongna Watershed Park and Arroyo Seco Basin floodplain.

The City needs to perform surveys for the Nevin's Barberry on and adjacent to the proposed Project site, by a botanist that is experienced in locating this plant species. The City needs to contact the State's CDFW Endangered Plant Expert, Mary Meyer <Mary.Meyer@wildlife.ca.gov> to assist in providing guidance in the appropriate method and time of year to conduct protocol surveys.

Date: Tue, 24 Feb 2015 08:42:21 -0800

Subject: Re: Endangered Nevin's Barberry in Arroyo Seco Canyon Project

From: "Medak, Christine" <christine_medak@fws.gov>

To: "etisage@riseup.net" <etisage@riseup.net>

Nevin's barberry is a federally threatened species protected under the Endangered Species Act. There are several records for the species in the vicinity of Arroyo Seco in the California Natural Diversity Data Base (CNDDDB). The most recent siting is 1999 for a location on the east bank, half a mile north of the rose bowl on the corner of Arroyo and Washington streets. This location is thought to be a transplant. The most recent siting that is thought to be native is 1961 at a location near arroyo seco, 1 mile north of the Pasadena Freeway (not very specific). It is possible the plant still occurs in the vicinity; however, I have not seen it recorded in any recent plant surveys. It typically occurs in such small numbers that it is seldom reported.

Christine L. Medak
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service
2177 Salk Avenue, Suite 250
Carlsbad, CA 92008
Phone: (760) 431-9440 ext. 298
Fax: (760) 431-9624
<http://www.fws.gov/carlsbad/>

-----Original Message-----

From: Harris, Scott P.@Wildlife=20

Sent: Tuesday, February 24, 2015 11:46 AM

To: etisage@riseup.net; Medak, Christine; Wilson, Erinn@Wildlife

Cc: Schmoker, Kelly@Wildlife

Subject: RE: Endangered Nevin's Barberry in Arroyo Seco Canyon Project

I checked the Department's Natural Diversity Database and it shows that Nevin's barberry was reported half way between Devil's Gate Dam and the Mountains in 1927; 1 mile north of the 210 in the Arroyo Seco in 1961 and a reference that NB is still existed in this area in 1976 with a note that this needed verification because the latest report could be referring to a landscape planning of NB in a row along a road near the Arroyo Seco. NB was/is planted as a landscape species so it can cloud the origins of reported plants (whether they are escaped or naturally exist). It is my understanding that CDFW regulates NB as naturally occurring unless shown to be directly tied (near) landscaping with this species.

Scott P. Harris

Environmental Scientist

California Department of Fish and Wildlife Habitat Conservation Planning

(626) 797-3170

Scott.p.harris@wildlife.ca.gov

-----Original Message-----

From: etisage@riseup.net [mailto:etisage@riseup.net]

Sent: Monday, February 23, 2015 11:36 PM

To: Medak, Christine; Harris, Scott P.@Wildlife; Wilson, Erinn@Wildlife

Subject: Re: Endangered Nevin's Barberry in Arroyo Seco Canyon Project

Sending the attachment again. Looks like it didn't go through the first time.

On 2015-02-24 01:00, etisage@riseup.net wrote:

> Hello,

> Was just doing some research on the Arroyo Seco and JPL Superfund
> site. Going back to the beginning, it appears that the City of
> Pasadena originally found toxic chemical in their water production
> wells in 1980. In 1988, EPA filed investigation reports and NASA JPL
> conducted their initial assessments.

>

> I've attached Spirit of the Sage Council notes with highlights and the
> URL for the reports. Apparently, the focus was on the toxicity of
> soils and water since 1941. However, the Arroyo Seco was the location
> used for developing rocket fuel and launches since the 1930's
> according to records from CalTech, JPL and numerous publications about
> Jack Parsons and the history of NASA. The casings for the solid rocket
> fuel was made of perchlorate and asphalt. It wasn't until 1997 that
> there was a scientific method to analyze whether perchlorate was in
> water. It appears that perchlorate was not identified in this 1988
> report. In addition, the only reference to impacts on flora and
> effects on fauna are negligent. Only reference to Critical Habitat for
> Endangered Species is in the EPA report identifying Nevin's Barberry.
> What data does FWS and CDFW have on Nevin's Barberry in the Arroyo
> Seco? Perhaps this is an endangered species that the City and NASA JPL
> need to take actions to conserve?

>

> Leeona Klippstein, Co-founder
> Spirit of the Sage Council



Figure 1. 2007 Aerial Image of Headworks site prior to disturbance.

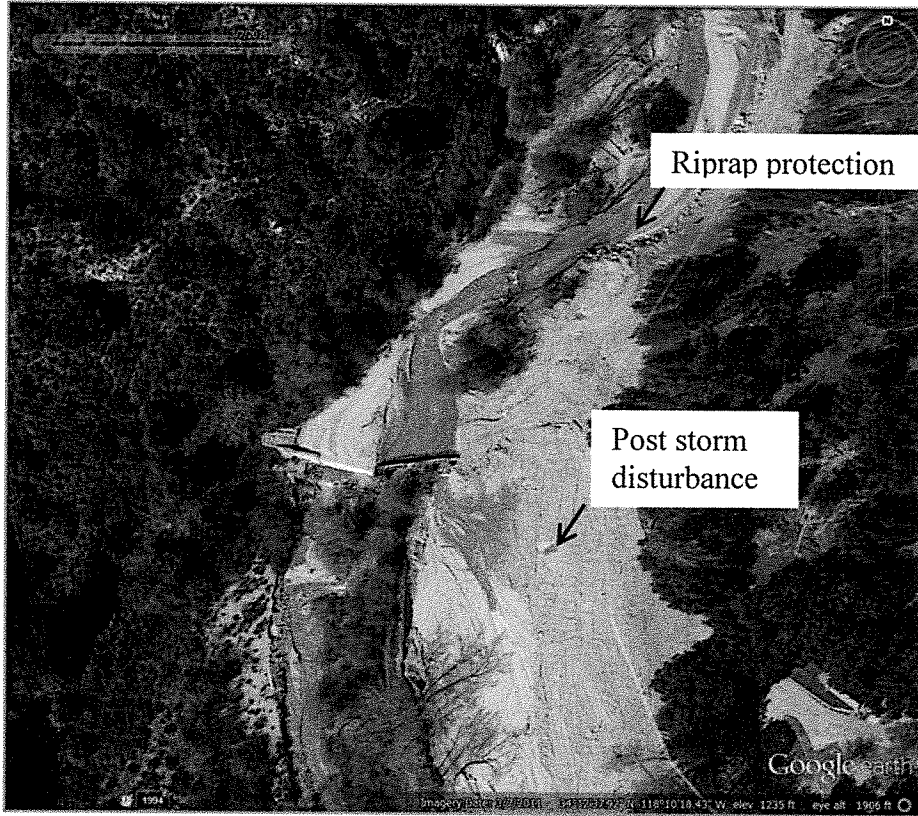


Figure 1. 2011 Aerial Image of Headworks site with recent disturbance.



Figure 3. 2014 Aerial Image of Headworks site with regrowth of vegetation.



Figure 4. Area 1 - mapped as disturbed (looking SE from headworks).

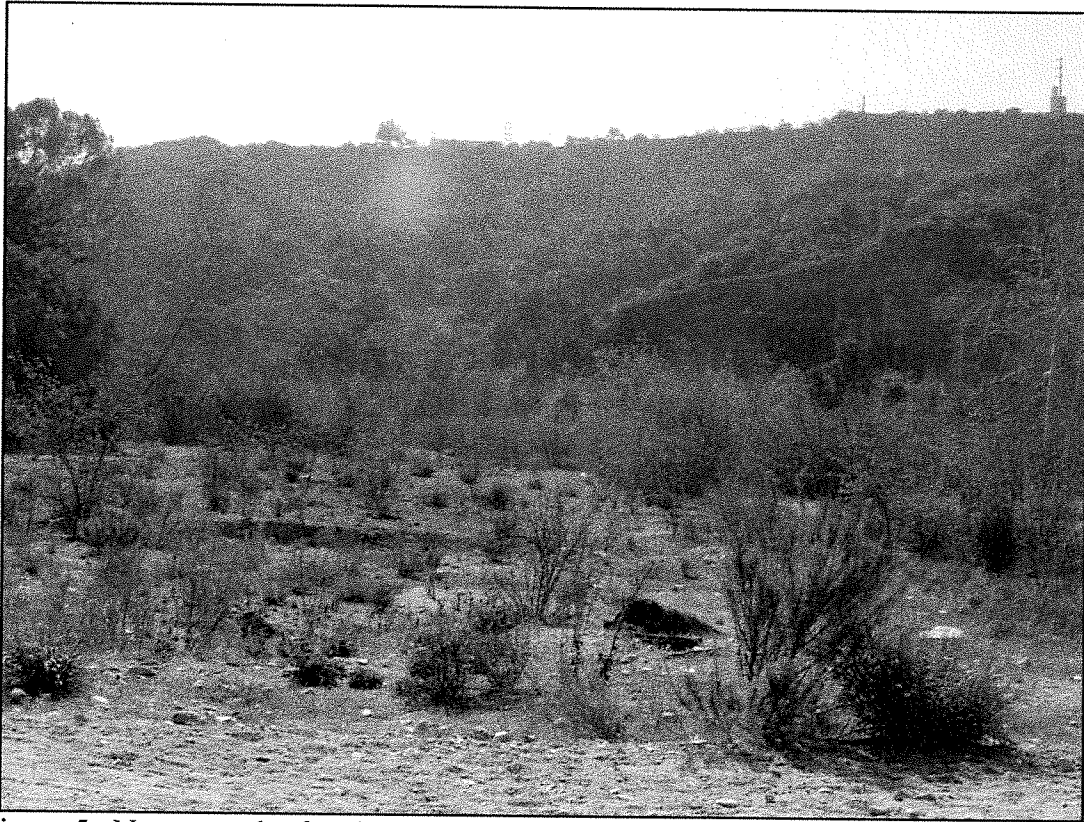


Figure 5. New growth of native plants in area mapped as disturbed (south of fill berm).



Figure 6. Fill placed in floodplain to access headworks structure.

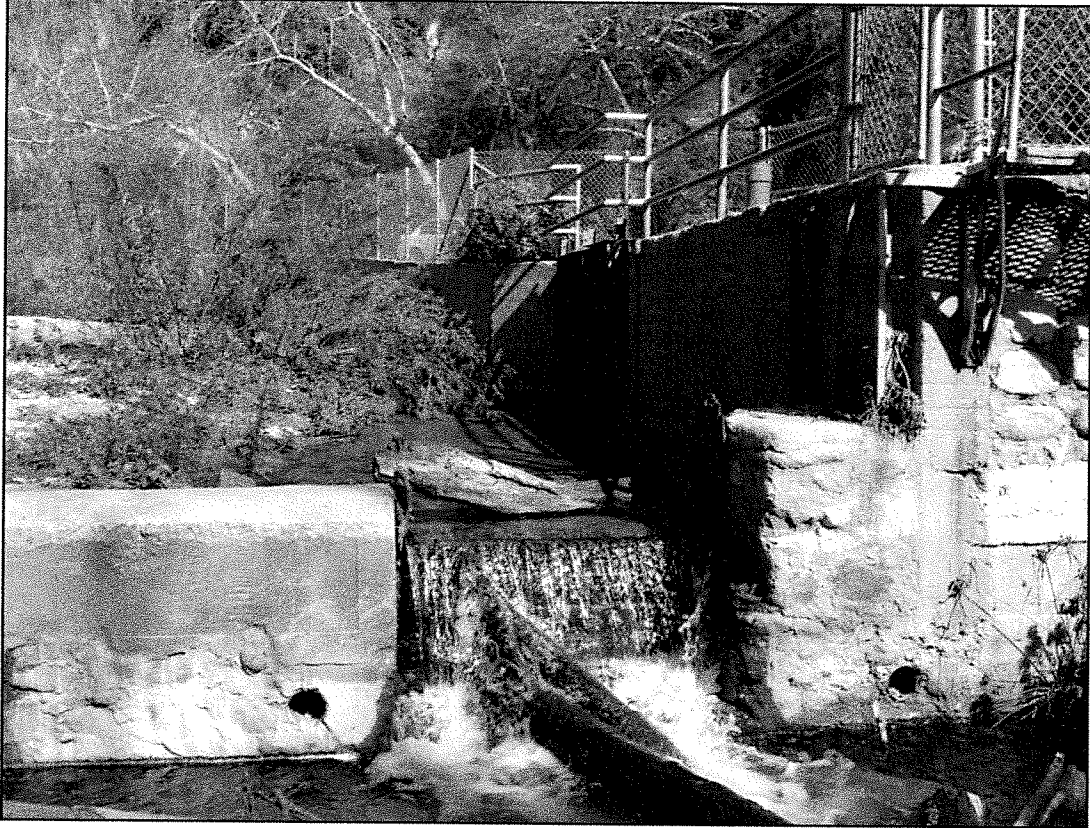


Figure 7. Existing diversion dam in Area 2.



Figure 8. Wildlife can easily pass over and around existing diversion structure in Area 2.



Figure 9. Arroyo Seco Creek directly below the existing diversion structure.

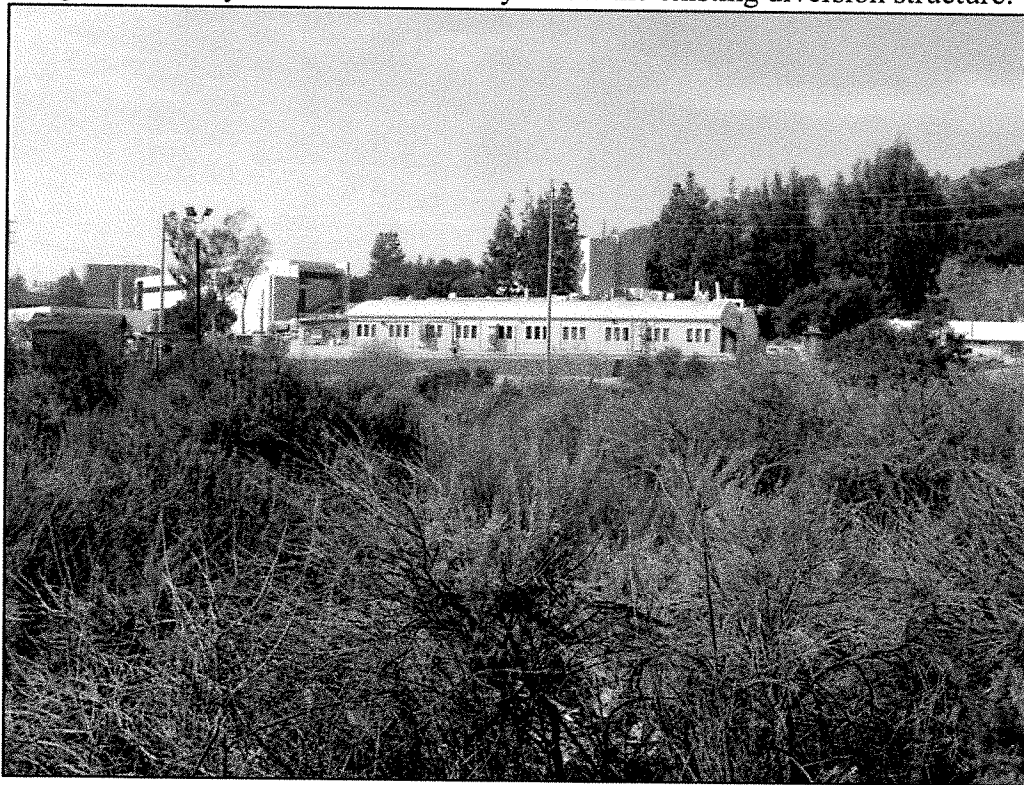


Figure 10. Native coastal sage scrub community north of existing spreading basins.

City Water and Health Hazards

The City applied for, and received, a State Proposition 84 (Prop 84) grant monies of over three million dollars for a proposed project named "Hahamongna Multi-Use Project" that included the description of three projects within the Arroyo Seco "Hahamongna Park" area and the Arroyo Seco Canyon (Basin Project, Berkshire Creek Project and Canyon Project). The Canyon component is presently known as the proposed Arroyo Seco Canyon Project. The State Prop 84 grant funds are regulated via legislation with specific basic conditions that the applicants/recipients must comply with or be in default. Furthermore, the recipients must comply with CEQA, Safe Drinking Water Act and all others State and U.S. laws and regulations.

The City's description and history of the proposed Arroyo Seco Canyon Project in the IS/MND and Staff Report and Recommendations submitted to the City's "Hearing Officer" and "Zoning Board" is incomplete and misleading by omitting substantial information regarding Water Resources, the present environmental conditions on the proposed Project site, including that the location is within a known toxic chemical waste dump of NASA JPL. The City also omitted this substantial information in their applications for State Proposition Grants, including 84 and 50. The Staff Report to the Zoning Board states that the proposed Project has no effects on the health, safety and general welfare of neighborhoods and businesses. These statements are misleading as the proposed Project will have detrimental human health effects on the public, including the humans of the neighborhoods and businesses that are drinking water from the City and LAWC production wells. The City claims that the proposed Project will do many things, including provide more water that will be used to defray City costs of having to continue buying imported water from MWD or other providers. This is illogical and misleading to the State and public, especially since the City's production wells are extremely contaminated with high levels of Perchlorate. Obtaining more water through diverting natural hydrological surface flows to increase the groundwater level in the Raymond Basin will not reduce the level of Perchlorate and other toxic chemicals known to remain in the groundwater and City production wells. The City PWP and NASA JPL are aware that the City of Pasadena wells within the Arroyo Seco, north and south of Devil's Gate Dam are contaminated and may have been selling drinking water with Perchlorates above the State's standard of 1 mg/L for human health reasons. The State's recommended level of 1 mg/L is publicly known and included on the State's website for the Office of Environmental Health Hazard Assessment (OEHHA) of the California Environmental Protection Agency (<http://www.oehha.ca.gov/water/phg/2015perchlorate.html>) and is presently in full affect pursuant to California Health and Safety Code Section 116365.2. There are no scientific studies and evidence in the proposed Project's CEQA documents or on the City PWP website that the City has or will be providing drinking water that has 1 mg/L or less of Perchlorate in it.

While it is the responsibility of NASA JPL to clean up their toxic waste in the soils of Arroyo Seco Canyon and floodplain, along with the groundwater in the Raymond Basin, the California court has decided that it is the responsibility of the drinking water purveyor/seller to provide a product that does not cause human health hazards and illnesses.

The City PWP has not provided or published annual consumer confidence reports for 2013 and 2014 on their public website. Furthermore, City PWP appears not to provide the required annual report in a timely manner, rather publishing at least one year late. City PWP responded to public comment on the proposed Arroyo Seco Canyon Project that water resources are not hazardous to public health, yet, has not provided any scientific evidence to support the claim. However, in reviewing the most current 2012 report, published online, the Perchlorate level is reported as 6 mg/L. As of 2011, the State of California recommended maximum level for Perchlorate must not exceed 1 mg/L in order to protect human health and comply with the Safe Drinking Water Act. Thus, the City PWP has been selling drinking water to customers that is 500% beyond what is considered safe by the State. Furthermore, peer reviewed published scientific study/s provide evidence that ingestion of Perchlorate at 6 mg/L is hazardous to the health of women, especially those women that are pregnant and infants.

In addition, the City PWP is incorrect that toxic chemicals within the project site, and NASA JPL Superfund toxic dump, are only in the groundwater. USEPA and NASA JPL have been aware that the soils and groundwater are contaminated with a high health risk. City PWP has stated they attend meetings of NASA JPL, regarding remediation of their CERCLA and SARA (Superfund) site.

Since the proposed Project site and NASA JPL Superfund site is a known high health hazard to humans, it is safe to assume that the site is also hazardous to the health of dogs, horses, fish and wildlife.

October 2014, NASA JPL Final Technical Memorandum, Third Quarter 2014 Groundwater Monitoring Summary includes data regarding the level of Perchlorate and other toxic chemicals in the numerous water production wells of the purveyors, City of Pasadena, Lincoln Avenue Water Company (LAWC) and others (see Table 3 pages 38-44. Online <http://jplwater.nasa.gov/Docs/NAS710602A.pdf>).

The City uses 40% of the production well water and mixes with water acquired by Metropolitan Water District (MWD) that both the City PWP and NASA JPL agree contains Perchlorate. The City PWP seems to believe that by mixing both water sources that the level of Perchlorate and other chemicals decrease, though does not provide the public with independent scientific analysis that the mixed water does indeed meet the State recommendation of 1 mg/L to ensure that the drinking water is safe for human ingestion. NASA JPL data uses the Perchlorate level of 5 mg/L in their October 2014 document, although the State found in 2011 that 1 mg/L is considered safe. It appears that in 2013-2014 none of the City and LAWC production wells were safe to use for drinking water and contained Perchlorate at levels as high as 30 mg/L and low of 4.2. This

may be why the City PWP has not published the 2013-2014 data on drinking water quality.

Sources:

Ref. "PASADENA WATER AND POWER REPORT ON CITY'S WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS. June 2013. Page 10. Office of Environmental Health Hazard Assessment Water Toxicology Section February 2013
<http://www.cityofpasadena.net/waterandpower/waterquality>

Ref. 1988 US EPA reports
<http://jplwater.nasa.gov/Docs/NAS70240.PDF> (will get to you) and
ERG Consultant letter to NASA Headquarters

Ref. California Health and Safety Code Section 116470(b)

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=116001-117000&file=116450-116485>

Ref. California Safe Drinking Water Act

"REPORT ON PUBLIC HEALTH GOALS:

PWP's triennial Public Health Goal reports are prepared to address the requirements set forth in Section 116470 of the California Health and Safety Code. These reports provide information regarding all contaminants detected in PWP's water supply at levels that exceed the applicable Public Health Goals set by the California Department of Public Health or Maximum Contaminant Level Goal established by the US Environmental Protection Agency. The 2013 report provides information for calendar years 2010, 2011 and 2012.

2013 REPORT ON PUBLIC HEALTH GOALS

See

State of California, Health and Safety Code Section 116450-116485

"116470. (a) As a condition of its operating permit, every public water system shall annually prepare a consumer confidence report and mail or deliver a copy of that report to each customer, other than an occupant, as defined in Section 799.28 of the Civil Code,...

City incorrectly or questionably references H&S Code sec. 116450(b)

Furthermore, the City has misrepresented to LACFCD and the State that there is a "Berkshire Creek." This "creek" does not exist. The truth is that this is an area that is from a street runoff drain where contaminated water, by petrochemicals and other toxic waste, enters the Arroyo Seco. This street run-off water is not filtered, nor does the "Berkshire Creek Project" or "Berkshire Creek Bridge" contribute to any form of restoration of habitat. The toxic water runoff is going directly into the watershed.

Literature Refs.

City of Pasadena, Arroyo Seco Master Plans. Hahamongna Watershed Park Master Plan. Section 3.8 UTILITIES AND INFRASTRUCTURE. STORM DRAINS... Page 3-61

City of Pasadena, Arroyo Seco Master Plans. Hahamongna Watershed Park Master Plan. Berkshire Drain Improvements. Page E-11

City of Pasadena, Arroyo Seco Master Plans. Hahamongna Watershed Park Master Plan. Repair at Berkshire Drain. Page 3-62

City of Pasadena, Hahamongna Watershed Park. Existing Conditions. Storm Drain Outfalls Exhibit 2-6 Page 2-39.

These actual inaccuracies and potential adverse impacts to the environmental need to be addressed and mitigated to the full extent required by law. To the extent Prop 84 funds are also being misappropriated and use, see additionally Spirit of the Sage Council's separate submittal to the BZA dated 3-4-15.

From: <etisage@riseup.net>

Date: March 3, 2015 at 6:29:44 PM PST

To: "Jimenez, Jose" <JoseJimenez@cityofpasadena.net>

Cc: "Gray, Gary R (2800)" <gary.r.gray@jpl.nasa.gov>, "Slaten, Steven W. (HQ-AI020)" <sslaten@nasa.gov>, shermanlaw <shermanlaw@aol.com>, "Bellas, John" <jbel-contractor@cityofpasadena.net>, Bill Bogaard <bbogaard@cityofpasadena.net>, "Boman, Brad" <bboman@cityofpasadena.net>, "Currie, Phyllis" <PCurrie@cityofpasadena.net>, "Fuentes, Theresa" <tfuentes@cityofpasadena.net>, "Garzon, Julia" <jgarzon@cityofpasadena.net>, "Gordo, Victor" <vgordo@cityofpasadena.net>, "Gutierrez, Julie" <jgutierrez@cityofpasadena.net>, Jkennedy <jkennedy@cityofpasadena.net>, "Klinkner, Eric" <eklinkner@cityofpasadena.net>, "Kwan, Shan" <skwan@cityofpasadena.net>, "Laveaga, Rosa" <rlaveaga@cityofpasadena.net>, "Madison, Steve" <smadison@cityofpasadena.net>, "Masuda, Gene" <gmasuda@cityofpasadena.net>, Jacque Robinson <jacque_robinson@yahoo.com>, Kevin_Kellems <kkellems@charter.net>, "Bellas, John" <jbel-contractor@cityofpasadena.net>, "Boman, Brad" <bboman@cityofpasadena.net>, Charles Kohlhase <kohlhase@earthlink.net>, Emily Green <emily.green@mac.com>, "Fuentes, Theresa" <tfuentes@cityofpasadena.net>, Jane Tsong <nothing301@gmail.com>, "Jerry Baker" <jbaker6953@gmail.com>, "Jimenez, Jose" <JoseJimenez@cityofpasadena.net>, Kevin_Kellems <kkellems@charter.net>, "Laveaga, Rosa" <rlaveaga@cityofpasadena.net>, Leigh Jerrard <greywatercorps@gmail.com>, Mary Ferguson <maryf.cecelia@gmail.com>, "Pluth, Loren" <lpluth@cityofpasadena.net>, "Takara, Gary" <gtakara@cityofpasadena.net>

Subject: RE: Parking Lot issues RE proposed Arroyo Seco Canyon Project

Reply-To: <etisage@riseup.net>

Jose - Your story sounds good, though I don't believe it. The City responded to Sage Council comments, on the Project, that the guard station is for JPL. That is in the administrative record for the proposed ASC Project. Furthermore, Gary R. Gray, JPL, told me in his email that JPL is paying the City for the guard station construction.

Either you are not telling me the truth and withholding the specific document or someone in the City is not giving it to you.

I'll go ahead and send a FOIA to NASA JPL for the document, since the City is withholding the document/s. You know that the documents should be included in the ASC Project CEQA documents, since the guard station is included in the Project description.

Leeona Klippstein, Co-founder
Spirit of the Sage Council

On 2015-03-03 21:59, Jimenez, Jose wrote:

Leeona - I had staff review their files and there is no missing lease amendment. It appears there may be confusion about the lease contract numbering. The City Clerk assigned the three lease related agreements consecutively "City Contract No. 18,418-1 through 18,418-3. For some unknown reason, JPL/Caltech skipped a reference to a Mod 3 when

drafting the agreements. City staff cannot speak to why JPL did this, but can assure you that the three previously provided lease related agreements are all of the agreements pertaining to the lease, copies of which are attached again for your convenience. Regarding the guard shack, this shall clarify that no agreement has been approved or executed pertaining to the guard shack.

Jose Daniel Jimenez

Planner

175 North Garfield Avenue

Pasadena CA. 91101-1704

phone: (626) 744-7137

fax: (626) 396-8998

email: josejimenez@cityofpasadena.net

-----Original Message-----

From: etisage@riseup.net [mailto:etisage@riseup.net]

Sent: Tuesday, March 03, 2015 12:17 AM

To: Jimenez, Jose

Cc: Gray, Gary R (2800)

Subject: Parking Lot issues RE proposed Arroyo Seco Canyon Project

Good morning Jose,

I read through the City Agreements and contracts for the JPL lease. It looks like you didn't send me all the modifications. You send me Mod 4 about the street. Could you please send me the Mod or agreement regarding the construction of the guard station for JPL? I'd appreciate it you could get that to me asap, since the Zoning Board hearing is tonight.

Thank you.

Leeona Klippstein, Co-founder

Spirit of the Sage Council

626.676.4116

<https://sagecouncil.info>

old one <https://sagecouncil.com>

From: Leeona Klippstein <etisage@riseup.net>
Date: March 27, 2015 at 4:46:12 PM PDT
To: "Laveaga, Rosa" <rlaveaga@cityofpasadena.net>
Cc: "Pluth, Loren" <lpluth@cityofpasadena.net>, "Peretz, Charles" <CPeretz@cityofpasadena.net>, "Fuentes, Theresa" <tfuentes@cityofpasadena.net>
Subject: RE: Next Meeting of the HWPAC is Tuesday 3-24-15
Reply-To: <etisage@riseup.net>

Rosa,

Thank you for the clarification. Why then is, the East Parking lot, being included in the proposed ASC Project, that is not included in the ASMP?

Leeona

On 2015-03-27 19:28, Laveaga, Rosa wrote:

The former JPL east parking lot area is a part of the adopted HWP Master Plan.

Rosa Laveaga

Landscape Architect No. 3494

Arroyo Seco Project Supervisor

Department of Public Works - Engineering Division

City of Pasadena

office: 626.744.3883

fax: 626.744.3932

-----Original Message-----

From: Leeona Klippstein [<mailto:etisage@riseup.net>]

Sent: Tuesday, March 24, 2015 5:37 PM

To: Laveaga, Rosa

Cc: Pluth, Loren; Craig Sherman; Sharee Hemphill; Hugh Bowles; Medak, Christine; Wilson, Erinn; Mary.Meyer@wildlife.ca.gov; Harris, Scott P.; Beck, Michael; Jimenez, Jose; Takara, Gary; Bogaard, Bill; Tornek, Terry; Robinson, Jacque

Subject: RE: Next Meeting of the HWPAC is Tuesday 3-24-15

Thank you Rosa.

Would I be correct to say that the East Parking lot is not in Hahamongna and the Hahamongna Management Plan, since the ASCP is including the East Parking Lot and paving the street for JPL? Seems neither are really in the "canyon" geographically. I know the ASCP was not included in the Master Arroyo Seco Specific Plan.

Leeona Klippstein, Co-founder

Spirit of the Sage Council

On 2015-03-24 18:46, Laveaga, Rosa wrote:

Color text is a function of the underlying formatting and can change depending on the recipient's email program. If you do not use HTML or Rich Text to view an email, the red and bold wouldn't show up. I've added lines between your question and my response and added

"RESPONSE:" before each one.

Rosa Laveaga

Landscape Architect No. 3494

Arroyo Seco Project Supervisor

Department of Public Works - Engineering Division City of Pasadena

office: 626.744.3883

fax: 626.744.3932

-----Original Message-----

From: Leona Klippstein [<mailto:etisage@riseup.net>]

Sent: Tuesday, March 24, 2015 10:25 AM

To: Laveaga, Rosa

Cc: Craig Sherman; Jeffrey Anson; Hugh Bowles; Marietta; Sharee

Hemphill; Fuentes, Theresa; Pluth, Loren; Peretz, Charles; Beck,

Michael; Bogaard, Bill; Tornek, Terry; Robinson, Jacque;

Mary.Meyer@wildlife.ca.gov; Wilson, Erinn; Harris, Scott P.; Boman,

Brad; Takara, Gary; Tim Brick; christine

Subject: RE: Next Meeting of the HWPAC is Tuesday 3-24-15

Hello Rosa. I don't see anything in red.

Leona

On 2015-03-24 11:10, Laveaga, Rosa wrote:

Please see below in red

From: Leona Klippstein [etisage@riseup.net]

Sent: Monday, March 23, 2015 4:26 PM

To: Laveaga, Rosa

Cc: Craig Sherman; Jeffrey Anson; Hugh Bowles; Marietta; Sharee

Hemphill; Fuentes, Theresa; Pluth, Loren; Peretz, Charles; Beck,

Michael; Bogaard, Bill; Tornek, Terry; Robinson, Jacque;

Mary.Meyer@wildlife.ca.gov; Wilson, Erinn; Harris, Scott P.; Medak,

Christine

Subject: RE: Next Meeting of the HWPAC is Tuesday 3-24-15

Thank you Rosa.

Were the FEMA funds from the Station Fire? What exactly is the FEMA

funds being used for, please? Could you please provide me with the

funding request that was used in acquiring the FEMA funds.

RESPONSE: The only

FEMA funds related to HWP are the \$8465 we received from FEMA for the

repair of a large trail washout on the eastside upper rim trail (CIP

77507) that we thought was from a past large storm right after the

station fire. However that funding is being returned to FEMA. The

result of the washout, we later discovered, was a broken County storm

drain and not the storm. Since receiving the FEMA funding L.A. County

Public Works has repaired the broken storm drain and repaired the

trail.

Also, is there a more detailed report for how the money has been

spent?

RESPONSE: What money?

I requested a copy of the Water Fund accounting for the Arroyo Seco from Gary Takata a week ago and have not had his response or a copy. As you may be aware, some projects and/or their components appeared to have received funding from various sources more than once i.e. City grant proposals for State propositions.

The CIP is nicely presented with generalized info, though lacks detail on costs. Has there ever been an independent financial audit? Are you speaking of the HWP CIP projects?

RESPONSE: Not that I am aware of.

Would this

occur by auditing the Water Fund or is there another City Fund Account that the State and Federal funding for projects/components go into?

RESPONSE: I'm sorry, but I don't deal with the Water Fund so I cannot answer

that question. When the City receives funding, those funds are appropriated to the appropriate project under the appropriate Dept. The CIP info I sent you indicates this for funds that have come to HWP projects, for example.

BTW is your salary equivalent to that of Tim Brick, Arroyo Seco Foundation?

RESPONSE: I do not know the answer to this question. My classification is a PW Supervisor/Superintendent and you can find the salaries of all city classifications on the City webpage under the Human Resources Dept.

Do you receive \$250,000. per city project you work on?

RESPONSE: No, I do not.

I see that Tim Brick received \$250,000. of State Proposition Funds for the "Hahamongna Multi-Use Project" aka Arroyo Seco Canyon Project (ASCP), that was not included in the grant proposal. How do you get paid, please? A percentage of my salary is paid by City General Fund and a percentage is paid by CIP projects. By the City or via diverting and siphoning State and Federal funds?

RESPONSE: The

Water & Power Dept. is managing the ASCP and the contracts/agreements between the City and the County, City and the State and the City and the Arroyo Seco Foundation, a non-profit organization of which Tim Brick and others are staff.

Rosa

Thank you.

Leeona Klippstein, Co-founder

Spirit of the Sage Council

On 2015-03-23 14:50, Laveaga, Rosa wrote:

Here is what the HWPAC received for tomorrow night's meeting. We always keep a couple of binders available for the public to view the

packet items if they want.

rosa

Rosa Laveaga

Landscape Architect No. 3494

Arroyo Seco Project Supervisor

Department of Public Works - Engineering Division City of Pasadena

office: 626.744.3883

fax: 626.744.3932

From: Laveaga, Rosa

Sent: Monday, March 23, 2015 8:44 AM

To: etisage@riseup.net

Cc: Craig Sherman; Jeffrey Anson; Hugh Bowles; Marietta; Sharee Hemphill

Subject: RE: Next Meeting of the HWPAC is Tuesday 3-24-15

Hello Leeona,

Just got your message this morning....city was closed last friday.

The Arroyo Seco Canyon Project is a project of the Pasadena Water Dept.

City staff from Water and Power and from the Arroyo Seco Foundation have been to the HWPAC several times, to introduce the project and to update the committee.

I'd be happy to send you the CIP documents as soon as I get to my office this morning and after a couple of morning meetings.

regards,

rosa

From: Leeona Klippstein [etisage@riseup.net]

Sent: Friday, March 20, 2015 8:46 AM

To: Laveaga, Rosa

Cc: Craig Sherman; Jeffrey Anson; Hugh Bowles; Marietta; Sharee Hemphill

Subject: Re: Next Meeting of the HWPAC is Tuesday 3-24-15

Thank you Rosa. Could you please send me a copy of the CIP asap, before the meeting? Also, did the HWPAC review/comment/vote on the Arroyo Seco Canyon Project. I know the area was not part of the Arroyo Seco Specific Plan and Hahamongna Management Plan EIRs, although there are some components that are. Just wondering how you handled that?

Leeona Klippstein, Co-founder

Spirit of the Sage Council

etisage@riseup.net<<mailto:etisage@riseup.net>>

626.676.4116

On 2015-03-20 01:48, Laveaga, Rosa wrote:

REGULAR MEETING OF THE

HAHAMONGNA WATERSHED PARK ADVISORY COMMITTEE

Tuesday, March 24, 2015

6:00 p.m.

Pasadena City Yards

233 W. Mountain Street, 2nd floor

Pasadena, CA 91103

I. Call to Order

II. Roll Call

III. Public Comment on Matters not on the Agenda and Items over which the Committee has Advisory Authority. (Please limit comments to three (3) minutes each)

IV. APPROVAL OF MINUTES

- Regular Meeting of September 23, 2014

- Special Meeting of November 18, 2014

V. Old Business

A. Oak Grove Area Improvement (OGAI) Project Update (Information item presented by PW Staff) B. Support for a Lease and Operating Agreement with MACH1 Inc.

(ACTION ITEM: Information presented by Staff from the Office of the City Manager and Human Services and Recreation Dept. Staff)

VI. New Business

A. FY 2016 Recommended CIP (Hahamongna Section) (Information item presented by PW Staff) B. Update on the Eastside Neighborhood & JPL Connector Trail Project in HWP (Information item presented by PW Staff)

VII. Items from the Chair and Announcements

Rosa Laveaga

Landscape Architect No. 3494

Arroyo Seco Project Supervisor/HWPAC Liaison Department of Public Works - Engineering Division City of Pasadena

office: 626.744.3883

fax: 626.744.3932

April 11, 1988
NASA/88-039
No response required

Mr. Michael Green
NASA Headquarters
300 7th Street, SW
Washington, D.C. 20546

SUBJECT: NASA CONTRACT NO. NASW-4301
PRELIMINARY ASSESSMENT/SITE INSPECTION
JET PROPULSION LABORATORY

Dear Mr. Green:

We have enclosed the Preliminary Assessment/Site Inspection report prepared for the Jet Propulsion Laboratory (JPL). The report incorporates the comments of both NASA Headquarters and JPL staff.

As indicated by the HRS score (38.3), this facility should have a high priority for additional contamination assessment work. Specifically, we would recommend prompt investigations of the six seepage pits where chemical wastes were disposed of in the 1940's and 1950's, and which may have caused contamination of the municipal water supply wells. We would also recommend investigations of the alleged chemical spills near Building 187 and continued study of the contaminated municipal wells. These studies should be coordinated with the on-going Corps of Engineers (Former Sites Program) study.

Specifically, we would recommend the following hydrogeologic studies:

- o Soil borings and groundwater monitoring wells should be implemented near each of the six alleged disposal pits and at Building 187 (former spill location). In order to determine more precise locations of the pits, further interviews with JPL employees should also be conducted.
- o Deeper definition of the contamination near the city water supply wells. Because the volatile organic constituents of concern are more dense than water, they tend to accumulate in the lowest part of the aquifer. Samples taken to date have been collected from a depth of 366 feet (cased depth of well), whereas the aquifer probably extends to 600 feet.
- o The seepage pits and the municipal wells should be sampled for all EPA priority pollutants because of the disposal of unknown chemicals in the seepage pits.

Mr. M. Green
Page 2
April 11, 1988

We wish to extend our thanks to Ms. Mary Drazek and the other JPL staff, who were very helpful in identifying past and present waste disposal practices. If you have any specific questions or concerns, please contact Mr. Gary Cronk at (714) 662-4050 or Mr. Stephen Turner at (703) 558-7512.

Sincerely,

Thomas H. Magness III
Manager of Environmental Projects

THM/ST/wpc
Attachments

cc: M. Drazek, JPL

3214E

SUMMARY

1. Introduction

Ebasco Services, Inc. representatives visited the NASA-Jet Propulsion Laboratory (JPL) in Pasadena, CA on February 22-24, 1988. The purpose of this visit was to perform a Preliminary Assessment and Site Inspection (PA/SI) as mandated by the EPA. Ebasco was represented by Mr. Gary Cronk and Ms. Michelle Leonard. The NASA-JPL representative was Ms. Mary Drazek. This summary report presents the findings of the Preliminary Assessment.

The NASA-JPL facility is located northeast of the 210 Foothill Freeway in Pasadena, California. The site is comprised of 176 acres, and is situated on the south-facing slope of a foothill ridge of the San Gabriel Mountains adjacent to the Arroyo Seco wash. The site is situated on an alluvial fan and is characterized by highly permeable soils.

The site was developed by the Army between 1945 and 1957, and remained under Army control until it was taken over by NASA in 1958. The California Institute of Technology (Cal Tech) operates the lab for NASA. The lab functions as NASA's primary center for unmanned interplanetary exploration in conjunction with the NASA mission of space exploration and aeronautical research and development. Over 100 different types of chemicals are used at the facility in conducting research in spacecraft propulsion and design, and in alternative energy sources and pollution control.

2. Concerns

Several areas of environmental concern were identified by Mary Drazek and other JPL staff. The following is a brief discussion of these areas:

- a. Seepage Pit #1 near Building #103 (see Map Location #1). The site was located outside of the JPL fence in the Arroyo Seco dry wash, at the southeast corner of the lab. This site was approximately 15

feet wide by 15 feet deep, and was used primarily for disposal of municipal solid wastes. However, according to JPL personnel, chemical wastes were also disposed, including solvents, freon, mercury, solid rocket fuel propellants, cooling tower chemicals, and sulfuric acid. None of the wastes were disposed in containers except for the mercury which was in small flasks. No sampling near this pit has been conducted to verify contamination.

- b. Seepage Pit #2 near Arroyo Parking Lot (see Map Location #2). This site was located below the Southern California Edison substation, approximately 50 yards from the end of the main storm drain that empties into the Arroyo Seco wash. This pit was approximately 30 feet wide and 15 feet deep. The pit is believed to be under the existing parking lot. Wastes disposed at this pit were similar to those at Pit #1. The site was also used for burning debris, and for disposal of fluorescent lights and waste magnesium. No sampling of this pit has been conducted.
- c. Seepage Pit #3 near Building #117 (see Map Location #3). This disposal pit was located just northwest of two current day bunkers #140 and #141, used for storing propellants. The pit was approximately 30 feet deep, and was used primarily for the disposal of propellants and mixed solvents. No sampling of this pit has been conducted. Seepage pits #1, #2, and #3 received chemical wastes over the period 1954-1958 according to JPL personnel.
- d. Seepage Pit #4 near Building 303 and former building 59 (see Map). This pit was used exclusively for disposal of chemistry lab wastes. This pit location was investigated down to a depth of 11 feet in 1984 by R.C. Slade.⁽¹⁾ Lead concentrations (200 ppm) were found above normal levels. No other contaminants were found.
- e. Seepage Pit #5 near Building 302 and former building 65 (see Map). This pit was also used exclusively for disposal of chemistry lab wastes. R.C. Slade also investigated this pit and didn't find any contaminants above normal levels down to 11 feet.

- f. Seepage Pit #6 near Building 97 (see Map). This was the former site of a chemistry lab that used this pit for disposal of lab wastes. R.C. Slade investigated this pit to 11 feet and no contaminants above normal levels were found. Disposal in Pits #4, #5, and #6 occurred during the approximate period of 1941-1960.
- g. Past Spills Near Chemical Storage Building (Building 187). According to JPL personnel, waste solvents were historically dumped onto the soils near this storage building. No sampling has ever been conducted to confirm any contamination.
- h. Municipal Water Wells. Testing in 1980 of three City of Pasadena wells, 1,000 feet downgradient of the JPL site, indicated concentrations of TCE, PCE, and CCl_4 above drinking water standards. The wells, which provide drinking water to San Gabriel Valley residents, were removed from service. A hydrogeologic study was conducted by R.C. Slade,⁽¹⁾ who drilled a monitoring well about half the distance (500 ft.) from JPL. This well showed contaminant levels of 7.5 ug/l for TCE and 2.4 ug/l for CCl_4 . He concluded that past JPL (and U.S. Army) activities probably contributed to the groundwater contamination. In another study conducted for the City by James M. Montgomery, several treatment alternatives were evaluated which led to the installation of a pilot treatment plant at one of the contaminated wells.⁽²⁾ However, the studies conducted to date have not determined the full extent or degree of contamination, nor do they identify the specific source areas of contamination.

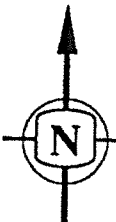
The U.S. Army Corps of Engineers (Los Angeles District) is currently conducting a remedial investigation of the site, including the placement of monitoring wells in Arroyo Seco and west of the JPL facility.

3. Recommendations

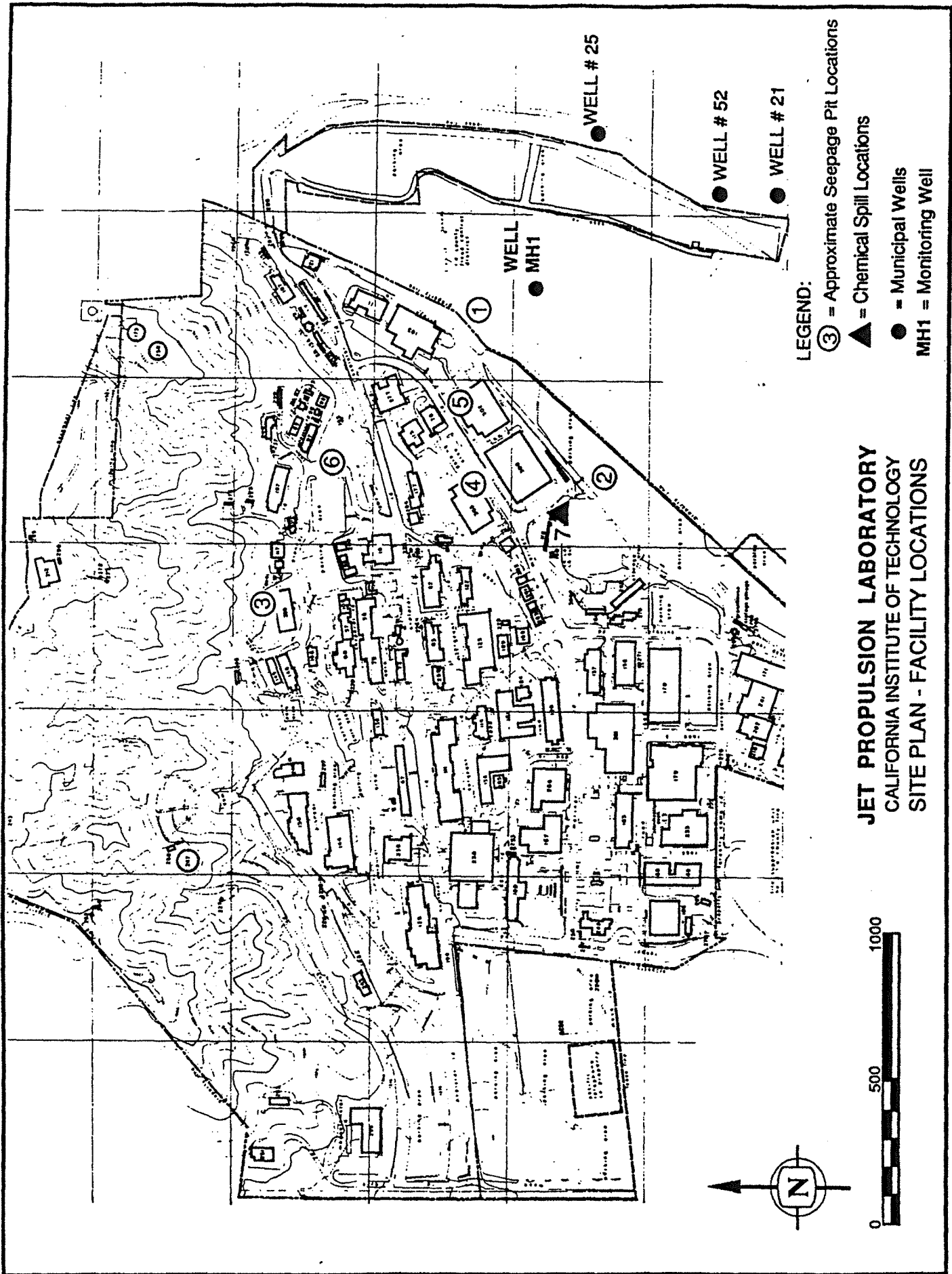
Due to the nature of past JPL waste disposal activities and the current contamination of downgradient municipal water supply wells, a Site Inspection of JPL should be conducted.



JET PROPULSION LABORATORY

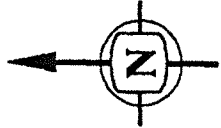


SCALE 1" = 2,000 FEET



LEGEND:
 (3) = Approximate Seepage Pit Locations
 ▲ = Chemical Spill Locations
 ● = Municipal Wells
 MH1 = Monitoring Well

JET PROPULSION LABORATORY
 CALIFORNIA INSTITUTE OF TECHNOLOGY
 SITE PLAN - FACILITY LOCATIONS



Reference Documents

1. Preliminary Hydrogeologic Assessment of Soils and Groundwater Monitoring at JPL; Richard C. Slade, September 1984. (Attachment).
2. Treatability/Feasibility Study for Groundwater Contaminated with Volatile Organic Chemicals in the Monk Hill Subarea of the Raymond Basin; James M. Montgomery, Consulting Engineers, Inc., November 1986. (Attachment).
3. Environmental Resources Document, JPL, December, 1980.
4. AB 1803 Water Analysis Plan for the Raymond Basin; Raymond Basin Management Board, May 1985.
5. Watermaster Service in Raymond Basin, July 1, 1984-June 30, 1985; California Department of Water Resources, Southern District, September 1985.
6. Memorandum from Mary Wang, JPL Environmental Coordinator, to William Rains, regarding review of Treatability feasibility Study, December 1986.
7. Letter from Karl A. Johnson, General Manager, City of Pasadena, to Lt. General Charles H. Terhune, Deputy Director, JPL, suggesting JPL and City work cooperatively on program to investigate presence of chemicals in City's wells.
8. Report on TCE Investigation, April 1980 (w/Addendums) - Los Angeles RWQCB.
9. Jet Propulsion Laboratory Asbestos Survey. Final Report: Building Plan Booklet, Associated Safety Consultants, January 1985.
10. Hazardous Materials Inventory. JPL, Occupational Safety and Environmental Health Office.

11. California Division of Mines and Geology, Open File Report 86-4 LA - Geology of North Half of Pasadena quad.
 - a. Geology of the North Half of the Pasadena Quad., L.A. County.
 - b. Geologic sections of the North Half of the Pasadena Quad.
 - c. Structural Contour Map of the Top of Crystalline Basement Rocks, North Half of Pasadena Quad.

Personnel Interviewed

1. Mary Drazek, JPL Environmental Coordinator (1½ years service with JPL), Meetings 2/21 - 2/23 -- Discussed overall program, concerns, approach to PA/SI, contacts.
2. Bruce Fisher, JPL Energy Resources Coordinator, Interview 2/22 -- Discussed underground tank program, asbestos removal, AQMD permits, and county sanitation sewer analyses.
3. Bill Fehlings, JPL Facilities Maintenance and Operation Section (JPL Employee since 1954). Interview 2/21 -- Discussed past waste disposal practices.
4. Roscoe Edwards, JPL Facilities Maintenance and Operation Section, Interview 2/23 -- Discussed waste disposal practices, aerial photograph (circa 1951).
5. Al Klascius, JPL Safety Office (JPL Employee since 1958). Interview 2/22 -- Discussed beryllium shop and subcommittee, sewer installation.
6. Richard MacGillivray, JPL Facilities Maintenance and Operation Section (JPL Employee since 1959). Interview 2/23 -- Discussed waste disposal practices.
7. Lane Prior, Former (Retired) JPL Safety Officer. Interview with M. Drazek, JPL Environmental Contact, information transferred to Ebasco Services. Discussed past disposal practices.

8. Tom Underbrink, Civil Engineer, City of Pasadena Water and Power Department. Discussed population served by groundwater; referred to Health Department for past response activities at JPL.
9. Tom Reardon, City of Pasadena Environmental Health Department. Discussed agency responsibilities for response activities.
10. Laura Dahl, Planner, City of Pasadena. Discussed land use and population densities in vicinity of JPL.
11. Bill Campbell, Director, City of La Canada, Flintridge Community Development Department. Discussed land use, and population densities in vicinity of JPL.



POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 1 - SITE INFORMATION AND ASSESSMENT

I. IDENTIFICATION	
01 STATE	02 SITE NUMBER
CA	9800013030

II. SITE NAME AND LOCATION

01 SITE NAME (Legal, common, or descriptive name of site)		02 STREET, ROUTE NO., OR SPECIFIC LOCATION IDENTIFIER			
NASA - Jet Propulsion Laboratory		4800 Oak Grove Dr.			
03 CITY	04 STATE	05 ZIP CODE	06 COUNTY	07 COUNTY CODE	08 CONG DIST
Pasadena	CA	91109	Los Angeles	037	25
09 COORDINATES LATITUDE		LONGITUDE			
34°12' 00. N		118°10' 30. W			

10 DIRECTIONS TO SITE (Starting from nearest public road)

Off Highway 210 take Bershire Exit East, then Northwest on Oak Grove approximately 1 mile

III. RESPONSIBLE PARTIES

01 OWNER (if known)		02 STREET (Business, mailing, residential)			
NASA		4800 Oak Grove Drive			
03 CITY	04 STATE	05 ZIP CODE	06 TELEPHONE NUMBER		
Pasadena	CA	91109	(818) 354-4710		
07 OPERATOR (if known and different from owner)		08 STREET (Business, mailing, residential)			
JPL/California Institute of Technology		4800 Oak Grove Drive			
09 CITY	10 STATE	11 ZIP CODE	12 TELEPHONE NUMBER		
Pasadena	CA	91109	(818) 354-4710		

13 TYPE OF OWNERSHIP (Check one)

A. PRIVATE B. FEDERAL: NASA C. STATE D. COUNTY E. MUNICIPAL
(Agency name)
 F. OTHER: _____ G. UNKNOWN
(Specify)

14 OWNER-OPERATOR NOTIFICATION ON FILE (Check all that apply)

A. RCRA 3001 DATE RECEIVED: Fall / 80 B. UNCONTROLLED WASTE SITE (RCRA 103 e) DATE RECEIVED: _____ / _____ / _____
MONTH DAY YEAR MONTH DAY YEAR MONTH DAY YEAR C. NONE

IV. CHARACTERIZATION OF POTENTIAL HAZARD

01 ON SITE INSPECTION		BY (Check all that apply)			
<input type="checkbox"/> YES	DATE _____ / _____ / _____	<input type="checkbox"/> A. EPA	<input type="checkbox"/> B. EPA CONTRACTOR	<input type="checkbox"/> C. STATE	<input type="checkbox"/> D. OTHER CONTRACTOR
<input type="checkbox"/> NO	MONTH DAY YEAR	<input type="checkbox"/> E. LOCAL HEALTH OFFICIAL	<input type="checkbox"/> F. OTHER: _____		
CONTRACTOR NAME(S): _____ (Specify)					
02 SITE STATUS (Check one)		03 YEARS OF OPERATION			
<input checked="" type="checkbox"/> A. ACTIVE	<input type="checkbox"/> B. INACTIVE	<input type="checkbox"/> C. UNKNOWN	<u>1941</u>	<u>Present</u>	<input type="checkbox"/> UNKNOWN
			BEGINNING YEAR	ENDING YEAR	Army 1941-58 NASA 1958- Present

04 DESCRIPTION OF SUBSTANCES POSSIBLY PRESENT, KNOWN, OR ALLEGED

Three seepage Pits formerly used (1954-1958) for disposal of solvents, freon, mercury, solid rocket propellants, sulfuric acid, cooling tower chemicals. Three Seepage Pits formerly used (1941-1960) for disposal of chemistry lab wastes.

05 DESCRIPTION OF POTENTIAL HAZARD TO ENVIRONMENT AND/OR POPULATION

Former Seepage Pits are located in wash, creating a potential for surface and groundwater contamination. On-site pits present potential for soil and groundwater contamination. Downgradient drinking water supply has elevated levels of TCE, PCE, and CCl₄

V. PRIORITY ASSESSMENT

01 PRIORITY FOR INSPECTION (Check one. If high or medium is checked, complete Part 2 - Waste Information and Part 3 - Description of Hazardous Conditions and Incidents)

A. HIGH (Inspection required promptly) B. MEDIUM (Inspection required) C. LOW (Inspect on time available basis) D. NONE (No further action needed, complete current disposition form)

VI. INFORMATION AVAILABLE FROM

01 CONTACT		02 OF (Agency Organization)		03 TELEPHONE NUMBER	
Mary Drazek -		NASA - JPL		818 354-4710	
04 PERSON RESPONSIBLE FOR ASSESSMENT		05 AGENCY	06 ORGANIZATION	07 TELEPHONE NUMBER	08 DATE
M. Leonard/G. Cronk			Ebasco	(714) 662-4050	2 / 22 / 88
					MONTH DAY YEAR



POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 2 - WASTE INFORMATION

I. IDENTIFICATION
01 STATE CA 02 SITE NUMBER 9800013030

II. WASTE STATES, QUANTITIES, AND CHARACTERISTICS

<p>01 PHYSICAL STATES (Check all that apply)</p> <p><input checked="" type="radio"/> A SOLID <input type="radio"/> B POWDER FINES <input type="radio"/> C SLUDGE <input type="radio"/> D OTHER _____ (Specify)</p> <p><input type="radio"/> E SLURRY <input checked="" type="radio"/> F LIQUID <input type="radio"/> G GAS</p>	<p>02 WASTE QUANTITY AT SITE <small>Measures of waste quantities must be independent</small></p> <p>TONS _____ CUBIC YARDS _____ NO OF DRUMS <u>15-20/3 months</u></p>	<p>03 WASTE CHARACTERISTICS (Check all that apply)</p> <p><input checked="" type="radio"/> A TOXIC <input type="radio"/> B CORROSIVE <input type="radio"/> C RADIOACTIVE <input type="radio"/> D PERSISTENT</p> <p><input type="radio"/> E SOLUBLE <input type="radio"/> F INFECTIOUS <input checked="" type="radio"/> G FLAMMABLE <input type="radio"/> H IGNITABLE</p> <p><input checked="" type="radio"/> I HIGHLY VOLATILE <input type="radio"/> J EXPLOSIVE <input type="radio"/> K REACTIVE <input type="radio"/> L INCOMPATIBLE <input type="radio"/> M NOT APPLICABLE</p>
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III. WASTE TYPE

CATEGORY	SUBSTANCE NAME	01 GROSS AMOUNT	02 UNIT OF MEASURE	03 COMMENTS
SLU	SLUDGE	unknown	Drums	Paints
OLW	OILY WASTE	3,000	Gal	Waste Oil/4-5 months
SOL	SOLVENTS	10-15	Drums	Mixed Solvents/3 months
PSD	PESTICIDES			
OCC	OTHER ORGANIC CHEMICALS	Unknown	Drums	PCBs
IOC	INORGANIC CHEMICALS			
ACD	ACIDS	Unknown		Sulfuric, acetic, hydrochloric
BAS	BASES	Unknown		Sodium Hydroxide, Lead
MES	HEAVY METALS	1.2	Tons	Mercury, batteries (recycled)

IV. HAZARDOUS SUBSTANCES (See Appendix for most frequently cited CAS Numbers)

01 CATEGORY	02 SUBSTANCE NAME	03 CAS NUMBER	04 STORAGE DISPOSAL METHOD	05 CONCENTRATION	06 MEASURE OF CONCENTRATION
MES	Beryllium	7440-41-7	Drums/contract Haul		
MES	Mercury	7439-97-6	Drums/contract Haul		
IOC	Asbestos	1332-21-4	Drums/contract Haul		
SOL	Benzene	71-43-2	Lab Packs/contract Haul		
SOL	Toluene	108-88-3	Lab Packs/contract Haul		
OCC	PCB oils	1336-36-3	Drums/contract Haul		
OCC	Freon	999	Drums/contract Haul		
SOL	Methylene Chloride	999	Drums/contract Haul		
MES	Lead	301-04-2	Recycle batteries	200 (soil)	PPM
SOL	Trichloroethane	25323-89-1	Drums/contract Haul		
SOL	Trichlorotrifluoroethane	999	Drums/contract Haul		
ACD	Sulfuric Acid	7664-93-9	Drums/contract Haul		
ACD	Acetic Acid	64-19-7	Drums/contract Haul		
BAS	Sodium Hydroxide	1310-73-2	Drums/contract Haul		
ACD	Hydrochloric Acid	7647-01-0	Drums/contract Haul		
	* See note below				

V. FEEDSTOCKS (See Appendix for CAS Numbers)

CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER	CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER
FDS	Mercury	7439-97-6	FDS	Acetone	67-64-1
FDS	Toluene	108-88-3	FDS	Acetic Acid	64-19-7
FDS	Sulfuric Acid	7664-93-9	FDS	Hydrochloric Acid	7647-01-0
FDS	Sodium Hydroxide	1310-73-2	FDS		

VI. SOURCES OF INFORMATION (Cite specific references e.g. state files, sample analysis reports)

- Hazardous Waste Manifests
- Mary Drazek, JPL Environmental contact

Note: Over 100 hazardous substances stored at a time, in quantities of less than than a gallon of liquid or a kilogram of solids



POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 3 - DESCRIPTION OF HAZARDOUS CONDITIONS AND INCIDENTS

1. IDENTIFICATION	
01 STATE CA	02 SITE NUMBER 9800013030

II. HAZARDOUS CONDITIONS AND INCIDENTS

01 A GROUNDWATER CONTAMINATION
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE since 1980) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

VOC contamination of three (3) Municipal wells 1000 ft. downgradient from JPL. Sampling at monitoring well between JPL and municipal wells showed concentration of VOCs at 7.5 ug/l for TCE and 2.4 ug/l for CCl₄.

01 B SURFACE WATER CONTAMINATION
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

• Seepage pit located in Arroyo (1954-58) probably contaminated surface water.
• Periodic chemical spills drain directly to Arroyo Seco

01 C CONTAMINATION OF AIR
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

None Alleged or Observed

01 D FIRE/EXPLOSIVE CONDITIONS
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

None Alleged or Observed

01 E DIRECT CONTACT
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

None Alleged or Observed

01 F CONTAMINATION OF SOIL
03 AREA POTENTIALLY AFFECTED: _____
(Acres)

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

Potential for soil contamination at six seepage pits from dumping of freon, mercury, solvents and other chemicals (See facility map).

01 G DRINKING WATER CONTAMINATION
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE 1980) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

Municipal wells downgradient of JPL have been detected with TCE, PCE, CCl₄ contamination. Specific source has not been determined. Wells have been shut down periodically between 1983 and 1986.

01 H WORKER EXPOSURE/INJURY
03 WORKERS POTENTIALLY AFFECTED: _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

None Alleged or Observed

01 I POPULATION EXPOSURE/INJURY
03 POPULATION POTENTIALLY AFFECTED _____

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

04 NARRATIVE DESCRIPTION

None Alleged or Observed



POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 3 - DESCRIPTION OF HAZARDOUS CONDITIONS AND INCIDENTS

I. IDENTIFICATION	
01 STATE	02 SITE NUMBER
CA	9800013030

II. HAZARDOUS CONDITIONS AND INCIDENTS (Continued)

01 J. DAMAGE TO FLORA
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None Alleged or Observed

01 K. DAMAGE TO FAUNA
04 NARRATIVE DESCRIPTION (include names) of species.

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None Alleged or Observed

01 L. CONTAMINATION OF FOOD CHAIN
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None Alleged or Observed

01 M. UNSTABLE CONTAINMENT OF WASTES
(Spills, runoff, standing liquids, leaking drums)

03 POPULATION POTENTIALLY AFFECTED: 0

02 OBSERVED (DATE _____) POTENTIAL ALLEGED
04 NARRATIVE DESCRIPTION

No spill containment provisions at hazardous waste storage area.

01 N. DAMAGE TO OFFSITE PROPERTY
1 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

JPL may have contributed to contamination of Municipal water supply wells.

01 O. CONTAMINATION OF SEWERS, STORM DRAINS, WWTPs
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

Alleged dumping of chemicals into storm drains and sewers.

01 P. ILLEGAL/UNAUTHORIZED DUMPING
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None alleged or Observed

05 DESCRIPTION OF ANY OTHER KNOWN, POTENTIAL, OR ALLEGED HAZARDS

III. TOTAL POPULATION POTENTIALLY AFFECTED: _____

IV. COMMENTS

Locations of seepage Pits are based on JPL employees recollections; areas have been changed considerably since 1958 with new buildings, removal of old structures, re-alignment of roads, and grading. Further sampling, data research, and interviewing is necessary.

V. SOURCES OF INFORMATION (Cite specific references e.g., state lab sample analysis reports)

- Interviews with JPL personnel.
- Treat ability/feasibility study for groundwater contaminated w/VOCs - J. M. Montgomery
- Preliminary Hydrogeologic Assessment of soils & groundwater monitoring - R.C. Slade

SITE INSPECTION REPORT
FOR
NASA-JET PROPULSION LABORATORY
4800 Oak Grove Drive
Pasadena, CA 91109
Site Number CA9800013030

SUMMARY

1. Introduction

Ebasco Services, Inc. representatives visited the NASA-Jet Propulsion Laboratory (JPL) in Pasadena, CA on February 22-24, 1988. The purpose of this visit was to perform a Preliminary Assessment and Site Inspection (PA/SI) as mandated by the EPA. Ebasco was represented by Mr. Gary Cronk and Ms. Michelle Leonard. The NASA-JPL representative was Ms. Mary Drazek. This summary report presents the findings of the Site Inspection and the Hazard Ranking System (HRS) scoring.

2. Concerns

Potential areas of concern were evaluated through interviews with former and present JPL employees, a literature review, and investigations of seepage pit locations. The following sites were evaluated in the SI and the HRS scoring:

- a. Seepage Pit #1 near Building #103 (see Map Location #1). The site was located outside of the JPL fence in the Arroyo Seco dry wash, at the southeast corner of the lab. This site was approximately 15 feet wide by 15 feet deep, and was used primarily for disposal of municipal solid wastes. However, according to JPL personnel, chemical wastes were also disposed, including solvents, freon, mercury, solid rocket fuel propellants, cooling tower chemicals, and sulfuric acid. None of the wastes were disposed in containers except for the mercury which was in small flasks. No sampling near this pit has been conducted to verify contamination.
- b. Seepage Pit #2 near Arroyo Parking Lot (see Map Location #2). This site was located below the Southern California Edison substation, approximately 50 yards from the end of the main storm drain that empties into the Arroyo Seco wash. This pit was approximately 30 feet wide and 15 feet deep. The pit is believed to be under the

existing parking lot. Wastes disposed at this pit were similar to those at Pit #1. The site was also used for burning debris, and for disposal of fluorescent lights and waste magnesium. No sampling of this pit has been conducted.

- c. Seepage Pit #3 near Building #117 (see Map Location #3). This disposal pit was located just northwest of two current day bunkers #140 and #141, used for storing propellants. The pit was approximately 30 feet deep, and was used primarily for the disposal of propellants and mixed solvents. No sampling of this pit has been conducted. Seepage pits #1, #2, and #3 received chemical wastes over the period 1954-1958 according to JPL personnel.
- d. Seepage Pit #4 near Building 303 and former building 59 (see Map). This pit was used exclusively for disposal of chemistry lab wastes. This pit location was investigated down to a depth of 11 feet in 1984 by R.C. Slade.⁽¹⁾ Lead concentrations (200 ppm) were found above normal levels. No other contaminants were found.
- e. Seepage Pit #5 near Building 302 and former building 65 (see Map). This pit was also used exclusively for disposal of chemistry lab wastes. R.C. Slade also investigated this pit and didn't find any contaminants down to the 11 foot level.
- f. Seepage Pit #6 near Building 97 (see Map). This was the former site of a chemistry lab that used this pit for disposal of lab wastes. R.C. Slade investigated this pit to 11 feet and no contaminants above normal levels were found. Disposal in Pits #4, #5, and #6 occurred during the approximate period of 1941-1960.
- g. Past Spills Near Chemical Storage Building (Building 187). According to JPL personnel, waste solvents were historically dumped onto the soils near this storage building. No sampling has ever been conducted to confirm any contamination.

h. Municipal Water Wells. Testing in 1980 of three City of Pasadena wells, only 1,000 feet downgradient of the JPL site, indicated concentrations of TCE, PCE, and CCl_4 above drinking water standards. The wells, which provide drinking water to San Gabriel Valley residents, were removed from service. A hydrogeologic study was conducted by R.C. Slade, who drilled a monitoring well about half the distance (500 ft.) from JPL. This well showed contaminant levels of 7.5 ug/l for TCE and 2.4 ug/l for CCl_4 . He concluded that past JPL (and U.S. Army) activities probably contributed to the groundwater contamination.⁽¹⁾ In another study conducted for the City by James M. Montgomery, several treatment alternatives were evaluated which led to the installation of a pilot treatment plant at one of the contaminated wells.⁽²⁾ However, the studies conducted to date have not determined the full extent or degree of contamination, nor do they identify the specific source areas of contamination.

The U.S. Army Corps of Engineers (Los Angeles District) is currently conducting a remedial investigation of the site, including the placement of monitoring wells in Arroyo Seco and to the west of the JPL facility.

3. Data Gaps

The following information was not available or was estimated during completion of the SI form:

- o Hazardous substances, Part 2, IV (incomplete list)
- o Description of wells, Part 5, III-09 (not readily available)
- o Permeability of unsaturated zone, Part 5, VI-01 (estimated)
- o Permeability of bedrock, Part 5, VI-02 (estimated)
- o Depth of contaminated soil zone, Part 5, VI-04 (unknown)
- o Site slope and terrain average slope, Part 5, VI-08 (unknown)
- o Distance to agricultural land, Part 5, VI-13 (unknown)

4. Hazard Ranking System Score

Following completion of the SI investigation a Hazard Ranking System (HRS) score was computed for JPL. The overall migration route score (S_m) and the individual migration scores are summarized below:

S_m (weighted-overall score)	= 38.3
S_{gw} (groundwater migration route)	= 65.9
S_{sw} (surface water migration route)	= 7.4
S_a (air migration route)	= 0

The overall score of 38.3 is well above the 28.5 level to be considered for the National Priorities List (NPL). Thus, the relative environmental and public health hazard at JPL must be considered high. JPL was ranked very high for the groundwater migration route ($S_{gw} = 65.9$), since a municipal water supply has already been affected. It should be noted that this score assumed a conservative value for hazardous waste quantity disposed, using a range 41-250 drums (2,000-12,500 gallons). It is unknown how much hazardous waste may have actually been dumped into the seepage pits.

5. Recommendations

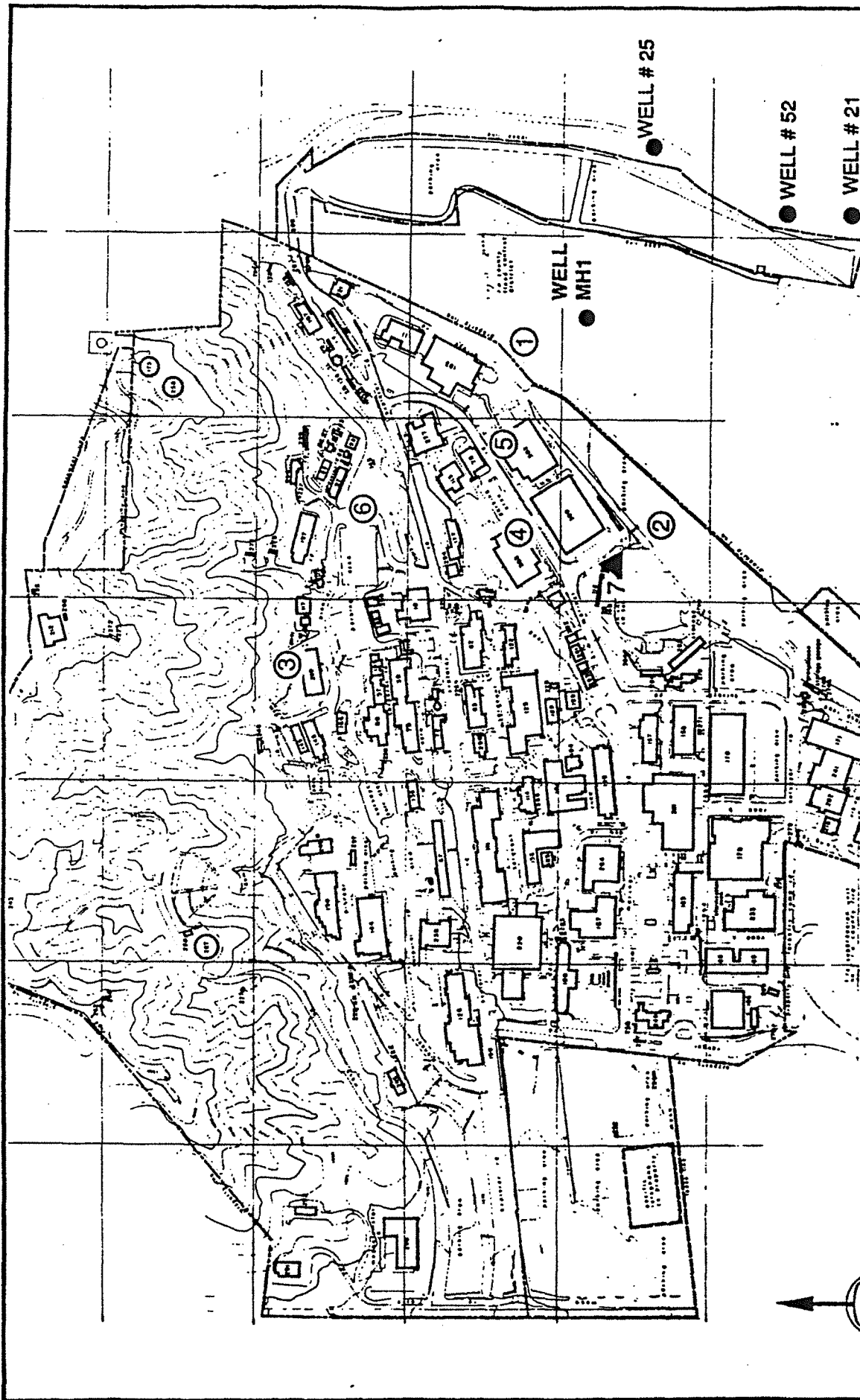
JPL should receive a high priority for further hydrogeologic studies due to the severity of the on-site contamination sources. The high HRS score of 38.3 is reflective of the high public health risk due to the contamination of the City of Pasadena's water wells. Additional studies should focus on the 6 seepage pits, the chemical spill site near Building 187, and continued monitoring of the municipal wells. The Army Corps of Engineers is currently conducting a remedial investigation surrounding the JPL Site, and efforts should be made to coordinate future work with the Corps of Engineers.



JET PROPULSION LABORATORY

SCALE 1" = 2,000 FEET

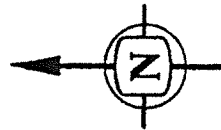




LEGEND:

- ③ = Approximate Seepage Pit Locations
- ▲ = Chemical Spill Locations
- = Municipal Wells
- MH1 = Monitoring Well

**JET PROPULSION LABORATORY
CALIFORNIA INSTITUTE OF TECHNOLOGY
SITE PLAN - FACILITY LOCATIONS**



Reference Documents

1. Preliminary Hydrogeologic Assessment of Soils and Groundwater Monitoring at JPL; Richard C. Slade, September 1984. (Attachment).
2. Treatability/Feasibility Study for Groundwater Contaminated with Volatile Organic Chemicals in the Monk Hill Subarea of the Raymond Basin; James M. Montgomery, Consulting Engineers, Inc., November 1986. (Attachment).
3. Environmental Resources Document, JPL, December, 1980.
4. AB 1803 Water Analysis Plan for the Raymond Basin; Raymond Basin Management Board, May 1985.
5. Watermaster Service in Raymond Basin, July 1, 1984-June 30, 1985; California Department of Water Resources, Southern District, September 1985.
6. Memorandum from Mary Wang, JPL Environmental Coordinator, to William Rains, Safety Office, regarding review of Treatability feasibility Study, December 1986.
7. Letter from Karl A. Johnson, General Manager, City of Pasadena, to Lt. General Charles H. Terhune, Deputy Director, JPL, suggesting JPL and City work cooperatively on program to investigate presence of chemicals in City's wells.
8. Report on TCE Investigation, April 1980 (w/Addendums) - Los Angeles RWQCB.
9. Jet Propulsion Laboratory Asbestos Survey. Final Report: Building Plan Booklet, Associated Safety Consultants, January 1985.
10. Hazardous Materials Inventory. JPL, Occupational Safety and Environmental Health Office.

11. California Division of Mines and Geology, Open File Report 86-4 LA - Geology of North Half of Pasadena Quad.
 - a. Geology of the North Half of the Pasadena Quad., L.A. County.
 - b. Geologic sections of the North Half of the Pasadena Quad.
 - c. Structural Contour Map of the Top of Crystalline Basement Rocks, North Half of Pasadena Quad.

Personnel Interviewed

1. Mary Drazek, JPL Environmental Coordinator (1½ years service with JPL), Meetings 2/21 - 2/23 -- Discussed overall program, concerns, approach to PA/SI, contacts.
2. Bruce Fisher, JPL Energy Resources Coordinator, Interview 2/22 -- Discussed underground tank program, asbestos removal, AQMD permits, and county sanitation sewer analyses.
3. Bill Fehlings, JPL Facilities Maintenance and Operation Section, (JPL Employee since 1954). Interview 2/21 -- Discussed past waste disposal practices.
4. Roscoe Edwards, JPL Facilities Maintenance and Operation Section, Interview 2/23 -- Discussed waste disposal practices, aerial photograph (circa 1951).
5. Al Klascius, JPL Safety Office (JPL Employee since 1958). Interview 2/22 -- Discussed beryllium shop and subcommittee, sewer installation.
6. Richard MacGillivray, JPL Facilities Maintenance and Operation Section (JPL Employee since 1959). Interview 2/23 -- Discussed waste disposal practices.
7. Lane Prior, Former (Retired) JPL Safety Officer. Interview with M. Drazek, JPL Environmental Contact, information transferred to Ebasco Services. Discussed past disposal practices.

8. Tom Underbrink, Civil Engineer, City of Pasadena Water and Power Department. Discussed population served by groundwater; referred to Health Department for past response activities at JPL.
9. Tom Reardon, City of Pasadena Environmental Health Department. Discussed agency responsibilities for response activities.
10. Laura Dahl, Planner, City of Pasadena. Discussed land use and population densities in vicinity of JPL.
11. Bill Campbell, Director, City of La Canada, Flintridge Community Development Department. Discussed land use, and population densities in vicinity of JPL.



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 1 - SITE LOCATION AND INSPECTION INFORMATION

I. IDENTIFICATION
01 STATE | 02 SITE NUMBER
CA | 9800013030

II. SITE NAME AND LOCATION							
01 SITE NAME (Legal, common, or descriptive name of site) NASA - Jet Propulsion Laboratory				02 STREET, ROUTE NO., OR SPECIFIC LOCATION IDENTIFIER 4800 Oak Grove Drive			
03 CITY Pasadena		04 STATE CA	05 ZIP CODE 91109	06 COUNTY Los Angeles		07 COUNTY CODE 037	08 CONG DIST 25
09 COORDINATES LATITUDE 34° 12' 00" N		LONGITUDE 118° 10' 30" W		10 TYPE OF OWNERSHIP (Check one) <input type="checkbox"/> A. PRIVATE <input checked="" type="checkbox"/> B. FEDERAL NASA <input type="checkbox"/> C. STATE <input type="checkbox"/> D. COUNTY <input type="checkbox"/> E. MUNICIPAL <input type="checkbox"/> F. OTHER <input type="checkbox"/> G. UNKNOWN			
III. INSPECTION INFORMATION							
01 DATE OF INSPECTION 2 / 22 / 88 MONTH DAY YEAR		02 SITE STATUS <input checked="" type="checkbox"/> ACTIVE <input type="checkbox"/> INACTIVE		03 YEARS OF OPERATION Approx. 1941 Present BEGINNING YEAR ENDING YEAR			
04 AGENCY PERFORMING INSPECTION (Check all that apply) <input type="checkbox"/> A. EPA <input type="checkbox"/> B. EPA CONTRACTOR _____ (Name of firm) <input type="checkbox"/> C. MUNICIPAL <input type="checkbox"/> D. MUNICIPAL CONTRACTOR _____ (Name of firm) <input type="checkbox"/> E. STATE <input type="checkbox"/> F. STATE CONTRACTOR _____ (Name of firm) <input checked="" type="checkbox"/> G. OTHER Ebasco Services (Specify)							
05 CHIEF INSPECTOR Mr. Gary Cronk		06 TITLE Hydrologist		07 ORGANIZATION Ebasco		08 TELEPHONE NO. (714) 662-4050	
09 OTHER INSPECTORS Ms. Michelle Leonard		10 TITLE Environmental Scientist		11 ORGANIZATION Ebasco		12 TELEPHONE NO. (714) 662-4050	
						()	
						()	
						()	
						()	
13 SITE REPRESENTATIVES INTERVIEWED		14 TITLE		15 ADDRESS		16 TELEPHONE NO.	
Mary Drazek		Environmental Coordinator		JPL-Safety & Environmental Health 4800 Oak Grove Dr. Pasadena		(818) 354-4710	
Bruce Fischer		Energy Resources Administrator		JPL-Facilities Maintenance and operation Section 4800 Oak Grove Dr., Pasadena		(818) 354-2539	
William Fehlings		Supervisor, Plumbers		JPL-Facilities Section 4800 Oak Grove Dr., Pasadena		(818) 354-3522	
Richard MacGillivray		Permit and Maintenance Records		JPL-Facilities Maintenance and Operations Section		(818) 354-3522	
Alfonse Klascius		Industrial Hygienist		JPL - Safety Office		(818) 354-4710	
						()	
17 ACCESS GAINED BY (Check one) <input checked="" type="checkbox"/> PERMISSION <input type="checkbox"/> WARRANT		18 TIME OF INSPECTION 0800-1600 Hrs. Feb. 22-24, 1988		19 WEATHER CONDITIONS Clear, Warm			
IV. INFORMATION AVAILABLE FROM							
01 CONTACT Mary Drazek		02 OF (Agency/Organization) NASA - JPL, Environmental Coordinator				03 TELEPHONE NO. (818) 354-4710	
04 PERSON RESPONSIBLE FOR SITE INSPECTION FORM G. Cronk/M.P. Leonard		05 AGENCY	06 ORGANIZATION Ebasco Services	07 TELEPHONE NO. 714/ 662-4050		08 DATE 03 / 17 / 88 MONTH DAY YEAR	



**POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 2 - WASTE INFORMATION**

I. IDENTIFICATION	
01 STATE	02 SITE NUMBER
CA	9800013030

II. WASTE STATES, QUANTITIES, AND CHARACTERISTICS

01 PHYSICAL STATES (Check all that apply) <input checked="" type="checkbox"/> A SOLID <input type="checkbox"/> B POWDER, FINES <input checked="" type="checkbox"/> C SLUDGE <input type="checkbox"/> D OTHER _____ <i>(Specify)</i>	02 WASTE QUANTITY AT SITE <i>(Measures of waste quantities must be independent)</i> TONS _____ CUBIC YARDS _____ NO OF DRUMS <u>15-20/3 months</u>	03 WASTE CHARACTERISTICS (Check all that apply) <input checked="" type="checkbox"/> TOXIC <input checked="" type="checkbox"/> CORROSIVE <input checked="" type="checkbox"/> RADIOACTIVE <input checked="" type="checkbox"/> PERSISTENT <input checked="" type="checkbox"/> SOLUBLE <input type="checkbox"/> INFECTIOUS <input checked="" type="checkbox"/> FLAMMABLE <input checked="" type="checkbox"/> IGNITABLE <input checked="" type="checkbox"/> HIGHLY VOLATILE <input checked="" type="checkbox"/> EXPLOSIVE <input checked="" type="checkbox"/> REACTIVE <input type="checkbox"/> INCOMPATIBLE <input type="checkbox"/> M NOT APPLICABLE
---	---	---

III. WASTE TYPE

CATEGORY	SUBSTANCE NAME	01 GROSS AMOUNT	02 UNIT OF MEASURE	03 COMMENTS
SLU	SLUDGE	Unknown		Paint sludge
OLW	OILY WASTE	3,000	Gallons	Waste oil/4-5 Months
SOL	SOLVENTS	10-15	Drums	Mixed solvents/3 months
PSD	PESTICIDES			
OCC	OTHER ORGANIC CHEMICALS	Unknown	Drums	PCBs
IOC	INORGANIC CHEMICALS			
ACD	ACIDS	Unknown		Sulfuric, acetic, hydrochloric
BAS	BASES	Unknown		Sodium hydroxide, lead
MES	HEAVY METALS	1.2	Tons	Mercury; Batteries (Recycled)

IV. HAZARDOUS SUBSTANCES (See Appendix for most frequently cited CAS Numbers)

01 CATEGORY	02 SUBSTANCE NAME	03 CAS NUMBER	04 STORAGE/DISPOSAL METHOD	05 CONCENTRATION	06 MEASURE OF CONCENTRATION
MES	Beryllium	7440-41-7	Drum/contract Haul		
MES	Mercury	7439-97-6	Drum/Contract Haul		
IOC	Asbestos	1332-21-4	Drum/Contract Haul		
SOL	Methylene chloride	999	Drum/Contract Haul		
SOL	Benzene	71-43-2	Drum/Contract Haul		
SOL	Toluene	108-88-3	Drum/Contract Haul		
OCC	PCB Oils	1336-36-3	Drum/Contract Haul		
MES	Lead	301-04-2	Recycle Batteries	200 (Soil)	PPM
SOL	Trichloroethane	25323-89-1	Drum/Contract Haul		
SOL	Trichlorotrifluoroethane	999	Drum/Contract Haul		
ACD	Sulfuric Acid	7664-93-9	Drum/Contract Haul		
ACD	Acetic Acid	64-19-7	Drum/Contract Haul		
BAS	Sodium Hydroxide	1310-73-2	Drum/Contract Haul		
ACD	Hydrochloric Acid	7647-01-0	Drum/Contract Haul		
	* See Note Below				

V. FEEDSTOCKS (See Appendix for CAS Numbers)

CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER	CATEGORY	01 FEEDSTOCK NAME	02 CAS NUMBER
FDS	Mercury	7439-97-6	FDS	Acetone	67-64-1
FDS	Toluene	108-88-3	FDS	Acetic Acid	64-19-7
FDS	Sulfuric Acid	7664-93-9	FDS	Hydrochloric Acid	7647-01-0
FDS	Sodium Hydroxide	1310-73-2	FDS		

VI. SOURCES OF INFORMATION (Cite specific references e.g. state fees, sample analysis reports)

- . Mary Drazek, JPL Environmental Contact
- . Current JPL Disposal Practices List
- . JPL Waste Data Sheet, Manifests
- . R. C. Slade Report
- . Note: Over 100 hazardous substances stored at a time, in quantities of less than



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 3 - DESCRIPTION OF HAZARDOUS CONDITIONS AND INCIDENTS

I. IDENTIFICATION
01 STATE CA 02 SITE NUMBER 9800013030

II. HAZARDOUS CONDITIONS AND INCIDENTS

01 A. GROUNDWATER CONTAMINATION 02 OBSERVED (DATE Since 1980) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED _____ 04 NARRATIVE DESCRIPTION
VOC contamination of 3 municipal wells 1000 feet down gradient from JPL, first observed in 1980. Samples from monitoring well between site and municipal wells showed concentrations of 7.5 ppb of TCE and 2.4 ppb of CCl₄.

01 B. SURFACE WATER CONTAMINATION 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED _____ 04 NARRATIVE DESCRIPTION
. Seepage pit located in Arroyo (1954-1958) probably contaminated surface water.
. Historic chemical spills drained directly into Arroyo Seco.

01 C. CONTAMINATION OF AIR 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED _____ 04 NARRATIVE DESCRIPTION
None alleged or observed

01 D. FIRE/EXPLOSIVE CONDITIONS 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED _____ 04 NARRATIVE DESCRIPTION
None alleged or observed

01 E. DIRECT CONTACT 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED _____ 04 NARRATIVE DESCRIPTION
None alleged or observed

01 F. CONTAMINATION OF SOIL 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 AREA POTENTIALLY AFFECTED: 0.5 (Acres) 04 NARRATIVE DESCRIPTION
Alleged dumping of freon, mercury, solvents and other chemicals in 6 disposal pits occurred on-site between 1941 and 1960, potential for soil contamination (see facility map).

01 G. DRINKING WATER CONTAMINATION 02 OBSERVED (DATE: 1980) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED: _____ 04 NARRATIVE DESCRIPTION
Municipal wells downgradient of JPL have been detected with TCE, PCE, CCl₄ contamination. Specific source has not been determined. Wells have been shut down periodically between 1983 and 1986.

01 H. WORKER EXPOSURE/INJURY 02 OBSERVED (DATE: _____) POTENTIAL ALLEGED
03 WORKERS POTENTIALLY AFFECTED: _____ 04 NARRATIVE DESCRIPTION
None alleged or observed.

01 I. POPULATION EXPOSURE/INJURY 02 OBSERVED (DATE _____) POTENTIAL ALLEGED
03 POPULATION POTENTIALLY AFFECTED: _____ 04 NARRATIVE DESCRIPTION
None alleged or observed.



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 3 - DESCRIPTION OF HAZARDOUS CONDITIONS AND INCIDENTS

I. IDENTIFICATION	
01 STATE	02 SITE NUMBER
CA	9800013030

II. HAZARDOUS CONDITIONS AND INCIDENTS Continued

01 J DAMAGE TO FLORA
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None alleged or observed

01 K DAMAGE TO FAUNA
04 NARRATIVE DESCRIPTION (include name of species)

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None alleged or observed

01 L CONTAMINATION OF FOOD CHAIN
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None alleged or observed

01 M UNSTABLE CONTAINMENT OF WASTES
(Soils Runoff Standing liquids Leaking drums)
03 POPULATION POTENTIALLY AFFECTED: _____ 04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

No spill containment provisions at hazardous waste storage area .

01 N DAMAGE TO OFFSITE PROPERTY
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

JPL may have contributed to contamination of Municipal Water Supply Wells.

01 O CONTAMINATION OF SEWERS, STORM DRAINS, WWTPs
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

. Alleged dumping of chemicals into storm drains and sewers.

01 P ILLEGAL/UNAUTHORIZED DUMPING
04 NARRATIVE DESCRIPTION

02 OBSERVED (DATE _____) POTENTIAL ALLEGED

None alleged or observed

05 DESCRIPTION OF ANY OTHER KNOWN, POTENTIAL, OR ALLEGED HAZARDS

III. TOTAL POPULATION POTENTIALLY AFFECTED: _____

IV. COMMENTS

Soil samples are from 2 of 6 former seepage/disposal pits on site. Further sampling from other pits is necessary.
No monitoring of groundwater has been conducted on site.

V. SOURCES OF INFORMATION (Cite specific references & State Lab Sample Analysis Reports)

1. R.C. Slade: Preliminary Hydrogeologic Assessment of Soils and Groundwater Monitoring at JPL.; 1984.
2. J.M. Montgomery: Appdx E, Hydrogeologic Investigation Report, 1986.
3. Interviews with JPL Staff



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION
PART 4 - PERMIT AND DESCRIPTIVE INFORMATION

I. IDENTIFICATION
01 STATE: CA 02 SITE NUMBER: 9800013030

II. PERMIT INFORMATION

01 TYPE OF PERMIT ISSUED (Check all that apply)	02 PERMIT NUMBER	03 DATE ISSUED	04 EXPIRATION DATE	05 COMMENTS
<input type="checkbox"/> A. NPDES				
<input type="checkbox"/> B. UIC				
<input checked="" type="checkbox"/> C. AIR	SCAQMD 11887-AE			Emissions and several other permits
<input type="checkbox"/> D. RCRA				
<input type="checkbox"/> E. RCRA INTERIM STATUS				
<input type="checkbox"/> F. SPCC PLAN				
<input type="checkbox"/> G. STATE (Specify)				
<input checked="" type="checkbox"/> H. LOCAL (Specify) LA County Public Works		Unknown		Underground tanks/Interim Sta
<input checked="" type="checkbox"/> I. OTHER (Specify) LA County Sanitation Dist.	1710061	Unknown		Wastewater permit
<input type="checkbox"/> J. NONE				

III. SITE DESCRIPTION

01 STORAGE/DISPOSAL (Check all that apply)	02 AMOUNT	03 UNIT OF MEASURE	04 TREATMENT (Check all that apply)	05 OTHER
<input type="checkbox"/> A. SURFACE IMPOUNDMENT			<input checked="" type="checkbox"/> A. INCENERATION (Past Years)	<input checked="" type="checkbox"/> A. BUILDINGS ON SITE
<input type="checkbox"/> B. PILES			<input type="checkbox"/> B. UNDERGROUND INJECTION	
<input checked="" type="checkbox"/> C. DRUMS, ABOVE GROUND	15-20	Drums	<input type="checkbox"/> C. CHEMICAL/PHYSICAL	
<input type="checkbox"/> D. TANK, ABOVE GROUND			<input type="checkbox"/> D. BIOLOGICAL	
<input type="checkbox"/> E. TANK, BELOW GROUND			<input type="checkbox"/> E. WASTE OIL PROCESSING	
<input type="checkbox"/> F. LANDFILL			<input type="checkbox"/> F. SOLVENT RECOVERY	06 AREA OF SITE
<input type="checkbox"/> G. LANDFARM			<input type="checkbox"/> G. OTHER RECYCLING/RECOVERY	176 (Acres)
<input checked="" type="checkbox"/> H. OPEN DUMP	Unknown		<input type="checkbox"/> H. OTHER (Specify)	
<input type="checkbox"/> I. OTHER (Specify)				

07 COMMENTS

Open disposal pits were used between 1941 and 1960 for dumping of municipal solid wastes and solid and liquid hazardous wastes. Pits were located both on JPL property, and off property in Arroyo Seco Wash. Pits were approximately 15 feet wide by 15 feet deep, largest pit was 30 feet across by 15 feet deep. Two of the seepage pits were allegedly "lined" with brick.

IV. CONTAINMENT

01 CONTAINMENT OF WASTES (Check one)
<input type="checkbox"/> A. ADEQUATE, SECURE <input type="checkbox"/> B. MODERATE <input type="checkbox"/> C. INADEQUATE, POOR <input checked="" type="checkbox"/> D. INSECURE, UNSOUND, DANGEROUS
02 DESCRIPTION OF DRUMS, DIKING, LINERS, BARRIERS, ETC.
The historic dumping practices (until early 1960's) were insecure due to the hazardous nature of the substances disposed, proximity to sources of drinking water, and absence of protective measures to contain or prevent migration of substances. Present day storage of chemical drums and drummed wastes are not in bermed or protected areas.

V. ACCESSIBILITY

01 WASTE EASILY ACCESSIBLE YES NO

02 COMMENTS

Historic sites are beneath existing parking lots, paved areas, or in the Arroyo Seco Wash. Present day drums are sealed to prevent access.

VI. SOURCES OF INFORMATION (Cite specific references to data sites, lines, sampling analysis reports)

- JPL Environmental Resources Document; 1980.
- JPL Staff Interviews.



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 5 - WATER, DEMOGRAPHIC, AND ENVIRONMENTAL DATA

I. IDENTIFICATION	
D1 STATE	D2 SITE NUMBER
CA	9800013030

VI. ENVIRONMENTAL INFORMATION

01 PERMEABILITY OF UNSATURATED ZONE - Check one:

A. $10^{-6} - 10^{-8}$ cm/sec B. $10^{-4} - 10^{-6}$ cm/sec C. $10^{-4} - 10^{-3}$ cm/sec D. GREATER THAN 10^{-3} cm/sec
estimated
silty-sand-gravel

02 PERMEABILITY OF BEDROCK - Check one:

A. IMPERMEABLE
(Less than 10^{-6} cm/sec.) B. RELATIVELY IMPERMEABLE
($10^{-4} - 10^{-6}$ cm/sec.) C. RELATIVELY PERMEABLE
($10^{-2} - 10^{-4}$ cm/sec.) D. VERY PERMEABLE
(Greater than 10^{-2} cm/sec.)
estimated

03 DEPTH TO BEDROCK

600+ (ft)

04 DEPTH OF CONTAMINATED SOIL ZONE

Unknown (ft)

05 SOIL pH

7.8

06 NET PRECIPITATION

20 (in)

07 ONE YEAR 24 HOUR RAINFALL

2 (in)

08 SLOPE

SITE SLOPE
Unknown %

DIRECTION OF SITE SLOPE
SSE

TERRAIN AVERAGE SLOPE
Unknown %

09 FLOOD POTENTIAL

SITE IS IN 500+ YEAR FLOODPLAIN

10

SITE IS ON BARRIER ISLAND, COASTAL HIGH HAZARD AREA, RIVERINE FLOODWAY

11 DISTANCE TO WETLANDS (5 acre minimum)

ESTUARINE

A. 22 (mi)

OTHER

B. N/A (mi)

12 DISTANCE TO CRITICAL HABITAT (of endangered species)

Possible existence 0.2 (mi)
in Arroyo Seco

ENDANGERED SPECIES: Nevin's Barberrry (Plant)

13 LAND USE IN VICINITY

DISTANCE TO:

COMMERCIAL/INDUSTRIAL

A. 0.04 (mi)

RESIDENTIAL AREAS, NATIONAL/STATE PARKS,
FORESTS, OR WILDLIFE RESERVES

B. 0.04 (mi)

AGRICULTURAL LANDS
PRIME AG LAND AG LAND

C. 0.04 (mi) D. Unknown (mi)

14 DESCRIPTION OF SITE IN RELATION TO SURROUNDING TOPOGRAPHY

The site is situated on a hillside at the base of the San Gabriel Mountains. The site is situated between the Angeles National Forest on the North and the Devil's Gate Dam/Reservoir on the South. To the East lies the Arroyo Seco Canyon, an intermittent stream, and to the Southwest are the San Rafael Hills. The rugged topography of the site and its surroundings separates the lab from the adjoining residential neighborhoods and other land uses in the vicinity.

VII. SOURCES OF INFORMATION (Give specific references e.g. state files sample analysis reports)

- USGS topographic Quad. Pasadena, CA
- City of Pasadena Planning Dept. census tract information - L. Dahl, Planner
- City of La Canada-Flintridge, community development - B. Campbell, Director
- JPL Environmental Resources Document
- Montgomery - Appndx. E Hydrogeologic Investigation Report, 1986.

EPA FORM 2070-13 (7-81)

- Slade - Preliminary Hydrogeologic Assessment, 1984.



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 6 - SAMPLE AND FIELD INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NUMBER
CA 9800013030

II. SAMPLES TAKEN

SAMPLE TYPE	01 NUMBER OF SAMPLES TAKEN	02 SAMPLES SENT TO	03 ESTIMATED DATE RESULTS AVAILABLE
GROUNDWATER	9	Montgomery Laboratories, Pasadena	1984
SURFACE WATER			
WASTE			
AIR			
RUNOFF			
SPILL			
SOIL	8	Montgomery Laboratories, Pasadena	1984
VEGETATION			
OTHER			

III. FIELD MEASUREMENTS TAKEN

01 TYPE	02 COMMENTS
Soils - Fluoride, pH, Chromium, Metals	All testing was done at off-site lab. One test pit sampled natural, uncontaminated, in-place soils, remaining test pits (7) sampled soils in areas of suspected seepage pits. (1)
Soils - Volatile Organics	Carbon tet, trichloroethane, tetra chloroethane, 1-1-1 trichloroethane
Soils - Emission Spectroscopy	- On two tests with positive results for metals (1)
Water-Heavy metals, Fluoride & Cyanide	All testing was done at off-site lab, for silver, arsenic, beryllium, cadmium, chromium, copper, mercury, nickel, lead, and antimony, selenium, thallium, zinc (1)
Water-Volatile organics	Carbon tet, tetra chloroethane, 1-1-1 trichloroethane, Hexane, trichloroethane (1)

IV. PHOTOGRAPHS AND MAPS

01 TYPE <input type="checkbox"/> GROUND <input checked="" type="checkbox"/> AERIAL	02 IN CUSTODY OF <u>Army Corps of Engineers-LA District</u> <small>(Name of organization or individual)</small>
03 MAPS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	04 LOCATION OF MAPS <u>JPL; Ebasco Services, Santa Ana</u>

V. OTHER FIELD DATA COLLECTED (Provide narrative description)

Dispersion coefficient of 10 ft. ²/day and velocities between 0.07 and 0.14 ft/day were determined. (2)

VI. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis reports)

- R. C. Slade, Preliminary hydrogeologic Assessment of Soils and groundwater monitoring at JPL, 1984.
- J. M. Montgomery, Appndx. E, Hydrogeologic Investigation Report, 1986.



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 7 - OWNER INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NUMBER
CA 9800013030

II. CURRENT OWNER(S)

PARENT COMPANY (if applicable)

01 NAME National Aeronautics and Space Administration				02 D+B NUMBER		08 NAME N/A				09 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.) 4800 Oak Grove				04 SIC CODE		10 STREET ADDRESS (P.O. Box, RFD, etc.)				11 SIC CODE	
05 CITY Pasadena		06 STATE CA	07 ZIP CODE 91109		12 CITY			13 STATE	14 ZIP CODE		
01 NAME				02 D+B NUMBER		08 NAME				09 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		10 STREET ADDRESS (P.O. Box, RFD, etc.)				11 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		12 CITY			13 STATE	14 ZIP CODE		
01 NAME				02 D+B NUMBER		08 NAME				09 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		10 STREET ADDRESS (P.O. Box, RFD, etc.)				11 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		12 CITY			13 STATE	14 ZIP CODE		
01 NAME				02 D+B NUMBER		08 NAME				09 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		10 STREET ADDRESS (P.O. Box, RFD, etc.)				11 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		12 CITY			13 STATE	14 ZIP CODE		
01 NAME				02 D+B NUMBER		08 NAME				09 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		10 STREET ADDRESS (P.O. Box, RFD, etc.)				11 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		12 CITY			13 STATE	14 ZIP CODE		

III. PREVIOUS OWNER(S) (List most recent first)

IV. REALTY OWNER(S) (if applicable, list most recent first)

01 NAME U.S. Department of the Army				02 D+B NUMBER		01 NAME				02 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE	
05 CITY Washington, D.C.		06 STATE	07 ZIP CODE		05 CITY			06 STATE	07 ZIP CODE		
01 NAME				02 D+B NUMBER		01 NAME				02 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		05 CITY			06 STATE	07 ZIP CODE		
01 NAME				02 D+B NUMBER		01 NAME				02 D+B NUMBER	
03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE		03 STREET ADDRESS (P.O. Box, RFD, etc.)				04 SIC CODE	
05 CITY		06 STATE	07 ZIP CODE		05 CITY			06 STATE	07 ZIP CODE		

V. SOURCES OF INFORMATION (Cite specific references, e.g., State files, sample analysis reports)

JPL Staff



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 8 - OPERATOR INFORMATION

I. IDENTIFICATION

01 STATE 02 SITE NUMBER
CA 9800013030

II. CURRENT OPERATOR (Provide if different from owner)

OPERATOR'S PARENT COMPANY (If applicable)

01 NAME Jet Propulsion Lab/ California Institute of Technology			02 D+B NUMBER			10 NAME			11 D+B NUMBER		
03 STREET ADDRESS (P.O. Box, RFD #, etc.) 4800 Oak Grove			04 SIC CODE			12 STREET ADDRESS (P.O. Box, RFD #, etc.)			13 SIC CODE		
05 CITY Pasadena		06 STATE CA	07 ZIP CODE 91109		14 CITY		15 STATE	16 ZIP CODE			
08 YEARS OF OPERATION 1941-Present		09 NAME OF OWNER NASA									

III. PREVIOUS OPERATOR(S) (List most recent first, provide only if different from owner)

PREVIOUS OPERATORS' PARENT COMPANIES (If applicable)

01 NAME N/A			02 D+B NUMBER			10 NAME			11 D+B NUMBER		
03 STREET ADDRESS (P.O. Box, RFD #, etc.)			04 SIC CODE			12 STREET ADDRESS (P.O. Box, RFD #, etc.)			13 SIC CODE		
05 CITY		06 STATE	07 ZIP CODE		14 CITY		15 STATE	16 ZIP CODE			
08 YEARS OF OPERATION		09 NAME OF OWNER DURING THIS PERIOD									
01 NAME			02 D+B NUMBER			10 NAME			11 D+B NUMBER		
03 STREET ADDRESS (P.O. Box, RFD #, etc.)			04 SIC CODE			12 STREET ADDRESS (P.O. Box, RFD #, etc.)			13 SIC CODE		
05 CITY		06 STATE	07 ZIP CODE		14 CITY		15 STATE	16 ZIP CODE			
08 YEARS OF OPERATION		09 NAME OF OWNER DURING THIS PERIOD									
01 NAME			02 D+B NUMBER			10 NAME			11 D+B NUMBER		
03 STREET ADDRESS (P.O. Box, RFD #, etc.)			04 SIC CODE			12 STREET ADDRESS (P.O. Box, RFD #, etc.)			13 SIC CODE		
05 CITY		06 STATE	07 ZIP CODE		14 CITY		15 STATE	16 ZIP CODE			
08 YEARS OF OPERATION		09 NAME OF OWNER DURING THIS PERIOD									
01 NAME			02 D+B NUMBER			10 NAME			11 D+B NUMBER		
03 STREET ADDRESS (P.O. Box, RFD #, etc.)			04 SIC CODE			12 STREET ADDRESS (P.O. Box, RFD #, etc.)			13 SIC CODE		
05 CITY		06 STATE	07 ZIP CODE		14 CITY		15 STATE	16 ZIP CODE			
08 YEARS OF OPERATION		09 NAME OF OWNER DURING THIS PERIOD									

IV. SOURCES OF INFORMATION (Cite specific references, e.g., state files, sample analysis reports)

JPL Staff Interviews



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 9 - GENERATOR/TRANSPORTER INFORMATION

I. IDENTIFICATION
01 STATE 02 SITE NUMBER
CA 9800013030

II. ON-SITE GENERATOR

01 NAME NASA - JPL		02 D+B NUMBER	
03 STREET ADDRESS (P O Box, RFD #, etc.) 4800 Oak Grove		04 SIC CODE	
05 CITY Pasadena	06 STATE CA	07 ZIP CODE 91109	

III. OFF-SITE GENERATOR(S)

01 NAME None		02 D+B NUMBER		01 NAME		02 D+B NUMBER	
03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE		03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE	
05 CITY	06 STATE	07 ZIP CODE		05 CITY	06 STATE	07 ZIP CODE	
01 NAME		02 D+B NUMBER		01 NAME		02 D+B NUMBER	
03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE		03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE	
05 CITY	06 STATE	07 ZIP CODE		05 CITY	06 STATE	07 ZIP CODE	

IV. TRANSPORTER(S)

01 NAME None		02 D+B NUMBER		01 NAME		02 D+B NUMBER	
03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE		03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE	
05 CITY	06 STATE	07 ZIP CODE		05 CITY	06 STATE	07 ZIP CODE	
01 NAME		02 D+B NUMBER		01 NAME		02 D+B NUMBER	
03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE		03 STREET ADDRESS (P O Box, RFD #, etc.)		04 SIC CODE	
05 CITY	06 STATE	07 ZIP CODE		05 CITY	06 STATE	07 ZIP CODE	

V. SOURCES OF INFORMATION (Give specific references e.g. state files, sample analysis reports)

JPL Staff Interviews



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 10 - PAST RESPONSE ACTIVITIES

I. IDENTIFICATION

01 STATE 02 SITE NUMBER

CA 9800013030

II. PAST RESPONSE ACTIVITIES

01 <input type="checkbox"/> A. WATER SUPPLY CLOSED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> B. TEMPORARY WATER SUPPLY PROVIDED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> C. PERMANENT WATER SUPPLY PROVIDED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> D. SPILLED MATERIAL REMOVED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> E. CONTAMINATED SOIL REMOVED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> F. WASTE REPACKAGED 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> G. WASTE DISPOSED ELSEWHERE 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> H. ON SITE BURIAL 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> I. IN SITU CHEMICAL TREATMENT 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> J. IN SITU BIOLOGICAL TREATMENT 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> K. IN SITU PHYSICAL TREATMENT 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> L. ENCAPSULATION 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> M. EMERGENCY WASTE TREATMENT 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> N. CUTOFF WALLS 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> O. EMERGENCY DIKING/SURFACE WATER DIVERSION 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> P. CUTOFF TRENCHES/SUMP 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____
01 <input type="checkbox"/> Q. SUBSURFACE CUTOFF WALL 04 DESCRIPTION N/A	02 DATE _____	03 AGENCY _____



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 10 - PAST RESPONSE ACTIVITIES

I. IDENTIFICATION
01 STATE 02 SITE NUMBER
CA 9800013030

II. PAST RESPONSE ACTIVITIES (Continued)

01 R. BARRIER WALLS CONSTRUCTED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 S. CAPPING/COVERING
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 T. BULK TANKAGE REPAIRED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 U. GROUT CURTAIN CONSTRUCTED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 V. BOTTOM SEALED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 W. GAS CONTROL
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 X. FIRE CONTROL
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 Y. LEACHATE TREATMENT
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 Z. AREA EVACUATED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 1. ACCESS TO SITE RESTRICTED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 2. POPULATION RELOCATED
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

N/A

01 3. OTHER REMEDIAL ACTIVITIES
04 DESCRIPTION

02 DATE _____ 03 AGENCY _____

III. SOURCES OF INFORMATION (Cite specific references e.g., state files, sample analysis reports)

JPL Staff Interviews



POTENTIAL HAZARDOUS WASTE SITE
SITE INSPECTION REPORT
PART 11 - ENFORCEMENT INFORMATION

I. IDENTIFICATION	
01 STATE	02 SITE NUMBER
CA	9800013030

II. ENFORCEMENT INFORMATION

01 PAST REGULATORY/ENFORCEMENT ACTION YES NO

02 DESCRIPTION OF FEDERAL, STATE, LOCAL REGULATORY/ENFORCEMENT ACTION

III. SOURCES OF INFORMATION (Cite specific references e.g., state files, sample analysis reports)

Facility name: NASA - Jet Propulsion Laboratory
 Location: Pasadena, CA
 EPA Region: IX
 Person(s) in charge of the facility: Mary Drazek, Environmental Engineer

 Name of Reviewer: Gary Cronk Date: 3/17/88
 General description of the facility:
 (For example: landfill, surface impoundment, pits, container; types of hazardous substances; location of the facility; contamination route of major concern; types of information needed for rating; agency action, etc.)
Six seepage pits were used in the past for disposal of chemical
wastes, such as solvents, mercury, sulfuric acids, and cooling
tower blowdown. Municipal water supply wells, 1,000 ft. downgrad-
iant, have recently been shown to have elevated levels of TCE,
PCE, and CCL₄.

 Scores: $S_M = 38.3$ ($S_{GW} = 65.9$ $S_{SW} = 7.4$ $S_a = 0$)
 $S_{FE} = 15.2$
 $S_{DC} = 16.6$

FIGURE 1
HRS COVER SHEET

Ground Water Route Work Sheet						
Rating Factor	Assigned Value (Circle One)	Multiplier	Score	Max. Score	Ref. (Section)	
1 Observed Release	0 45	1	45	45	3.1	
If observed release is given a score of 45, proceed to line 4 . If observed release is given a score of 0, proceed to line 2 .						
2 Route Characteristics					3.2	
Depth to Aquifer of Concern	0 1 2 3	2		6		
Net Precipitation	0 1 2 3	1		3		
Permeability of the Unsaturated Zone	0 1 2 3	1		3		
Physical State	0 1 2 3	1		3		
Total Route Characteristics Score				15		
3 Containment	0 1 2 3	1		3	3.3	
4 Waste Characteristics					3.4	
Toxicity/Persistence	0 3 6 9 12 15 18	1	18	18		
Hazardous Waste Quantity	0 1 2 3 4 5 6 7 8	1	2	8		
Total Waste Characteristics Score				20	26	
5 Targets					3.5	
Ground Water Use	0 1 2 3	3	2	9		
Distance to Nearest Well/Population Served	0 4 6 8 10	1	40	40		
	12 16 18 20 24 30 32 35 40					
Total Targets Score				42	49	
6 If line 1 is 45, multiply 1 x 4 x 5	45 x 20 x 42		37,800			
If line 1 is 0, multiply 2 x 3 x 4 x 5				57,330		
7 Divide line 6 by 57,330 and multiply by 100			S_{gw} = 65.9			

**FIGURE 2
GROUND WATER ROUTE WORK SHEET**

Surface Water Route Work Sheet						
Rating Factor	Assigned Value (Circle One)	Multi-plier	Score	Max. Score	Weighting Factor	Weighted Score
1 Observed Release	0	45	1	0	45	4.1
If observed release is given a value of 45, proceed to line 4 . If observed release is given a value of 0, proceed to line 2 .						
2 Route Characteristics						4.2
Facility Slope and Intervening Terrain	0 1 2 3		3	3		
1-yr. 24-hr. Rainfall	0 1 2 3		1	2	3	
Distance to Nearest Surface Water	0 1 2 3		2	6	6	
Physical State	0 1 2 3		1	3	3	
Total Route Characteristics Score				14	15	
3 Containment	0 1 2 3		1	3	3	4.3
4 Waste Characteristics						4.4
Toxicity/Persistence	0 3 6 9 12 15 18		1	18	18	
Hazardous Waste Quantity	0 1 2 3 4 5 6 7 8		1	1	8	
Total Waste Characteristics Score				19	28	
5 Targets						4.5
Surface Water Use	0 1 2 3		3	6	9	
Distance to a Sensitive Environment	0 1 2 3		2	0	6	
Population Served/Distance to Water Intake Downstream	0 4 8 8 10 12 16 18 20 24 30 32 35 40		1	0	40	
Total Targets Score				6	55	
6 If line 1 is 45, multiply 1 x 4 x 5						
If line 1 is 0, multiply 2 x 3 x 4 x 5				4,782	64,350	
7 Divide line 6 by 64,350 and multiply by 100				$S_{sw} = 7.4$		

**FIGURE 7
SURFACE WATER ROUTE WORK SHEET**

Air Route Work Sheet						
Rating Factor	Assigned Value (Circle One)	Multi-plier	Score	Max. Score	Ref. (Section)	
1 Observed Release:	0	45	1	0	45	5.1
Date and Location:						
Sampling Protocol:						
If line 1 is 0, the $S_a = 0$. Enter on line 5 .						
If line 1 is 4, then proceed to line 2 .						
2 Waste Characteristics						5.2
Reactivity and Incompatibility	0 1 2 3	1		3		
Toxicity	0 1 2 3	3		9		
Hazardous Waste Quantity	0 1 2 3 4 5 6 7 8	1		8		
Total Waste Characteristics Score				20		
3 Targets						5.3
Population Within 4-Mile Radius	0 9 12 15 18 21 24 27 30	1		30		
Distance to Sensitive Environment	0 1 2 3	2		6		
Land Use	0 1 2 3	1		3		
Total Targets Score				39		
4 Multiply 1 x 2 x 3				35,100		
5 Divide line 4 by 35,100 and multiply by 100				$S_a = 0$		

**FIGURE 9
AIR ROUTE WORK SHEET**

	s	s ²
Groundwater Route Score (S _{gw})	65.9	4,342.8
Surface Water Route Score (S _{sw})	7.4	54.8
Air Route Score (S _a)	0	0
$S_{gw}^2 + S_{sw}^2 + S_a^2$		4,397.6
$\sqrt{S_{gw}^2 + S_{sw}^2 + S_a^2}$		66.3
$\sqrt{S_{gw}^2 + S_{sw}^2 + S_a^2} / 1.73 = S_M$		38.3

FIGURE 10
WORKSHEET FOR COMPUTING S_M

Fire and Explosion Work Sheet						
Rating Factor	Assigned Value (Circle One)	Multi-plier	Score	Max. Score	Rel. (Section)	
1 Containment	(1) 3	1	1	3	7.1	
2 Waste Characteristics					7.2	
Direct Evidence	(0) 3	1		3		
Ignitability	0 1 2 (3)	1		3		
Reactivity	0 1 2 (3)	1		3		
Incompatibility	0 1 (2) 3	1		3		
Hazardous Waste Quantity	0 1 (2) 3 4 5 6 7 8	1		8		
Total Waste Characteristics Score			10	20		
3 Targets					7.3	
Distance to Nearest Population	0 1 2 3 4 (5)	1		5		
Distance to Nearest Building	0 1 2 (3)	1		3		
Distance to Sensitive Environment	0 1 2 (3)	1		3		
Land Use	0 1 2 (3)	1		3		
Population Within 2-Mile Radius	0 1 2 3 4 (5)	1		5		
Buildings Within 2-Mile Radius	0 1 2 (3) 4 5	1		5		
Total Targets Score			22	24		
4 Multiply 1 x 2 x 3			220	1,440		
5 Divide line 4 by 1,440 and multiply by 100	SFE = 15.2					

**FIGURE 11
FIRE AND EXPLOSION WORK SHEET**

Direct Contact Work Sheet						
Rating Factor	Assigned Value (Circle One)	Multi-plier	Score	Max. Score	Ref. (Section)	
1 Observed Incident	0 45	1	0	45	8.1	
If line 1 is 45, proceed to line 4 If line 1 is 0, proceed to line 2						
2 Accessibility	0 1 2 3	1	0	3	8.2	
3 Containment	0 15	1	15	15	8.3	
4 Waste Characteristics Toxicity	0 1 2 3	5	15	15	8.4	
5 Targets					8.5	
Population Within a 1-Mile Radius	0 1 2 3 4 5	4	16	20		
Distance to a Critical Habitat	0 1 2 3	4		12		
Total Targets Score			16	32		
6 If line 1 is 45, multiply 1 x 4 x 5 If line 1 is 0, multiply 2 x 3 x 4 x 5			3,600	21,600		
7 Divide line 6 by 21,600 and multiply by 100			SOC = 16.6			

**FIGURE 12
DIRECT CONTACT WORK SHEET**

Begin forwarded message:

From: <etisage@riseup.net>

Date: March 6, 2015 at 6:20:57 PM PST

To: "Fellows, Merrilee (HQ-LD020)" <mfellows@nasa.gov>, "Slaten, Steven W. (HQ-AI020)" <sslaten@nasa.gov>, "Bellas, John" <jbel-contractor@cityofpasadena.net>, "Boman, Brad" <bboman@cityofpasadena.net>, Charles Kohlhase <kohlhase@earthlink.net>, Emily Green <emily.green@mac.com>, "Fuentes, Theresa" <tfuentes@cityofpasadena.net>, Jane Tsong <nothing301@gmail.com>, "Jerry Baker" <jbaker6953@gmail.com>, "Jimenez, Jose" <JoseJimenez@cityofpasadena.net>, Kevin Kellems <kkellems@charter.net>, "Laveaga, Rosa" <rlaveaga@cityofpasadena.net>, Leigh Jerrard <greywatercorps@gmail.com>, Mary Ferguson <maryf.cecilia@gmail.com>, "Pluth, Loren" <lpluth@cityofpasadena.net>, "Takara, Gary" <gtakara@cityofpasadena.net>, "Tim Brick" <tim@arroyoseco.org>

Cc: Sarah Favot <sarah.favot@langnews.com>, Emily Green <emily.green@mac.com>, Bill Bogaard <bbogaard@cityofpasadena.net>, "Boman, Brad" <bboman@cityofpasadena.net>, shermanlaw <shermanlaw@aol.com>, <spree_36@yahoo.com>, Hugh Bowles <hsbowles@yahoo.com>, Marietta <mariettaemail@aol.com>, "Harris, Scott P." <Scott.P.Harris@wildlife.ca.gov>, "Wilson, Erinn" <Erinn.Wilson@wildlife.ca.gov>, <Mary.Meyer@wildlife.ca.gov>, "Medak, Christine" <christine_medak@fws.gov>, Laura <laura@greywateraction.org>, "Kwan, Shan" <skwan@cityofpasadena.net>, "Klinkner, Eric" <eklinkner@cityofpasadena.net>, Kevin Kellems <kkellems@charter.net>, Jkennedy <jkennedy@cityofpasadena.net>, "Jimenez, Jose" <JoseJimenez@cityofpasadena.net>, Jane Tsong <nothing301@gmail.com>, Jacque Robinson <jacque_robinson@yahoo.com>, Jacque Robinson <jacque_robinson@yahoo.com>, "Gutierrez, Julie" <jgutierrez@cityofpasadena.net>, "Gray, Gary R (2800)" <gary.r.gray@jpl.nasa.gov>, "Garzon, Julia" <jgarzon@cityofpasadena.net>, "Fuentes, Theresa" <tfuentes@cityofpasadena.net>, Don <don@bos.lacounty.gov>, Charles Kohlhase <kohlhase@earthlink.net>

Subject: Re: FW: NASA JPL letter to City ZB on ASC Project FW: CUP comments. From HQ MFD

Reply-To: <etisage@riseup.net>

On 2015-03-07 00:05, Fellows, Merrilee (HQ-LD020) wrote:

Hello,

I apologize for last night omitting the addressees here. I sent the email from my home computer and it truncated the four last emails.

Merrilee

-----Original Message-----

From: Fellows, Merrilee (HQ-LD020)

Sent: Thursday, March 05, 2015 8:20 PM

To: etisage@riseup.net; Slaten, Steven W. (HQ-AI020)

Cc: shermanlaw@aol.com; HSBOWLES@yahoo.com; spree_36@yahoo.com;

christine_medak@fws.gov; JoseJimenez@cityofpasadena.net; Harris, Scott

P.; Wilson, Erinn; Mary.Meyer@wildlife.ca.gov; Bill Bogaard; Boman,

Brad; Camille Dudley; Don; Currie, Phyllis; Emily Green; Sarah Favot;

Fuentes, Theresa; Garzon, Julia; Gutierrez, Julie; Hugh Bowles; Jacque

Robinson; Jkennedy; Kevin_Kellems; Klinkner, Eric; Kwan, Shan; Laura
Subject: RE: FW: NASA JPL letter to City ZB on ASC Project FW: CUP
comments. From HQ MFD

Ms. Klippstein,

The cited reference, in paragraph 3 of the March 4, 2015 letter
(Steve Slaten/NASA to Mr. Jimenez/Planning & Community Development
Department) [attached] reads as follows and is correct.

"In addition, the US EPA, which serves as the lead regulator
overseeing groundwater cleanup efforts at JPL, is aware of the plans
for enhanced groundwater recharge by creation of additional spreading
basins."

Merrilee Fellows

NASA Manager for Environmental Communications

From: etisage@riseup.net [etisage@riseup.net]

Sent: Thursday, March 05, 2015 7:23 PM

To: Fellows, Merrilee (HQ-LD020); Slaten, Steven W. (HQ-AI020)

Cc: shermanlaw@aol.com; HSBOWLES@yahoo.com; spree_36@yahoo.com;

christine_medak@fws.gov; JoseJimenez@cityofpasadena.net; Harris, Scott

P.; Wilson, Erinn; Mary.Meyer@wildlife.ca.gov; Bill Bogaard; Boman,

Brad; Camille Dudley; Don; Currie, Phyllis; Emily Green; Sarah Favot;

Fuentes, Theresa; Garzon, Julia; Gutierrez, Julie; Hugh Bowles; Jacque

Robinson; Jkennedy; Kevin_Kellems; Klinkner, Eric; Kwan, Shan; Laura;

Sarah Favot; Emily Green; Bill Bogaard; Bill Bogaard; Boman, Brad

Subject: Re: FW: NASA JPL letter to City ZB on ASC Project FW: CUP

comments. From HQ MFD

Merilee and Steve,

Are you going to correct your 2nd letter or will I have to get U.S.

EPA and CalEPA involved? NASA JPL is not the "lead regulator" and you
know it. NASA JPL is the POLLUTER and responsible agency for cleaning
up your mess. NASA JPL has no regulatory authority to approve of the
City proposed Arroyo Seco Canyon Project. NASA JPL submitted a letter
to the City Zoning Board that made fraudulent statements. Your
misrepresentation of being a "lead regulatory" agency is unlawful.

Please correct this by sending a letter of apology to the City of
Pasadena that corrects your false statement that NASA JPL made to the
Zoning Board. Send the letter by tomorrow, Friday March 6, 2015 and
copy Spirit of the Sage Council.

Leeona Klippstein, Co-founder

Spirit of the Sage Council

On 2015-03-04 21:49, Fellows, Merrilee (HQ-LD020) wrote:

Ms. Klippstein,

Thank you for bringing this to our attention. We intended to say

"NASA." We have corrected NASA's letter to the Board of Zoning Appeals
as noted in the attached.

We apologize for the misunderstanding.

Merrilee Fellows

NASA Manager for Environmental Communications

818.393.0754

From: <etisage@riseup.net<mailto:etisage@riseup.net>>

Date: March 3, 2015 at 8:50:52 PM CST

To: "Jimenez, Jose"

<JoseJimenez@cityofpasadena.net<mailto:JoseJimenez@cityofpasadena.net>

>

"Slaten, Steven W. (HQ-AI020)"

<sslaten@nasa.gov<mailto:sslaten@nasa.gov>>

Cc: "'shermanlaw@aol.com<mailto:shermanlaw@aol.com>'

(shermanlaw@aol.com<mailto:shermanlaw@aol.com>)"

<shermanlaw@aol.com<mailto:shermanlaw@aol.com>>,"

"HSBOWLES@YAHOO.COM<mailto:HSBOWLES@YAHOO.COM>'

(HSBOWLES@YAHOO.COM<mailto:HSBOWLES@YAHOO.COM>)"

<HSBOWLES@yahoo.com<mailto:HSBOWLES@yahoo.com>>,"

<spree_36@yahoo.com<mailto:spree_36@yahoo.com>>,"Medak, Christine"

<christine_medak@fws.gov<mailto:christine_medak@fws.gov>>

Subject: Re: NASA JPL letter to City ZB on ASC Project FW: CUP

comments. From HQ MFD

Reply-To: <etisage@riseup.net<mailto:etisage@riseup.net>>

Hello Jose and Steve,

Please send me a copy of the EPA comments that are referred to in the JPL comment letter.

Jose, If you received new comments from EPA or any government agency, they should have been provided to those that filed the Appeal and paid the fee to the City for the Appeal hearing.

Guess you forget? Ingesting perchlorate can do that to you.

Leeona Klippstein, Co-founder

Spirit of the Sage Council

Merrilee,

Thank you for the correction, however I believe the City Zoning Board made their decision prior to receiving the corrected NASA JPL letters. Regardless, Spirit of the Sage Council and Project Soliton are appealing the Zoning Board decision. We will make sure that the Planning Commission is given the correct information, including that U.S. EPA and CalEPA have not approved the proposed Arroyo Seco Canyon Project, along with U.S. Fish and Wildlife Service (FWS) and California Department of Fish and Wildlife (CDFW).

We are aware that all NASA JPL cares about is that they have enough parking for employees cars. Obviously, the City let you know that we don't want your parking in the Arroyo Seco Watershed and supporting the Project's expansion in the West Parking lot that will destroy Coast Live Oak's and other habitat. Furthermore, we don't support the habitat fragmentation caused by the "JPL Hiking Trail" from the East to the West Parking lot, as well as the recent contractual agreement between JPL and the City for a new paved road. NASA JPL is a polluter and destructive force to nature. Even after 20 years, NASA JPL has not been able or had the will to

clean-up the Raymond Basin and Arroyo Seco. NASA JPL and the City of Pasadena are, and have been, in collusion with each other for many years now on many levels. You've been able to get away with it because no one has done an in-depth investigation.

The ground soil is and has been contaminated. The "suicide boys," "rocket boys" did not perform their rocket launching underground, nor mix the toxic volatile chemicals underground. Same with the military. When JPL had toxic chemical runoff going into the Arroyo Seco, that contaminated the soils also. You all know it, you simply don't want to take the responsibility for soil contamination. If NASA JPL did take the responsibility and was truthful, the information would cause further economic impact on the City and County -- along with numerous lawsuits. Rather you all are in a disgusting money making business by hiding the truth from the public and knowing supplying contaminated water as "drinking water." None of you have any concern for protecting the health of the public and environment. NASA JPL would rather have parking lots and robots on comets than paying the true cost to ensure that the people and animals that have ingested perchlorate and other toxic chemicals receive medical care and compensation. The City keeps the realities of their toxic "drinking" water a secret or residents would move, property values would drop, lawsuits abound etc.

As Charles Buri, JPL stated at a meeting, it would be "horrendous" if JPL didn't have enough parking for your cars. You should have built a larger parking lot. Go build another one on property you own and out of the Arroyo Seco Watershed. Do it now, before anymore beautiful Coast Live Oak Trees and wildlife have to die just for NASA JPL to park cars.

Leeona Klippstein, Co-founder
Spirit of the Sage Council

On 2015-03-04 00:29, Jimenez, Jose wrote:
Hello All - Attached is a letter from Nasa's Management Office regarding the groundwater clean-up at JPL.

Jose Daniel Jimenez

Planner

175 North Garfield Avenue

Pasadena CA. 91101-1704

phone: (626) 744-7137

fax: (626) 396-8998

email:

josejimenez@cityofpasadena.net<<mailto:josejimenez@cityofpasadena.net>><
<mailto:josejimenez@cityofpasadena.net>>

AGREEMENT NO. 21,234

THIS AGREEMENT ("Agreement") is made this 3rd day of December, 2012, between the CITY OF PASADENA ("City"), a Charter City, and the ARROYO SECO FOUNDATION ("ASF"), a California non-profit, public benefit corporation. The City and ASF may be referred to individually hereinafter as a "Party" and collectively as the "Parties."

WHEREAS, the Parties are committed to preservation and management of the Arroyo Seco for its natural resources, recreational, safety and water management purposes, consistent with governing laws and local ordinances and policies; and

WHEREAS, ASF, in the capacity of Project Proponent, with the active participation and support of the City, has received a grant in the amount of Three Million Two Hundred Seventy-One Thousand Dollars (\$3,271,000) ("Grant") from the Integrated Regional Water Management Program ("IRWM Program") of the State of California Department of Water Resources ("DWR"). The Grant is a component of a larger regional IRWM Program grant by DWR, as described in the correspondence attached hereto as Exhibit "A;" and

WHEREAS, the City, in the capacity of Local Project Sponsor, will implement the Grant and enter into a Memorandum of Understanding ("County MOU") with the Los Angeles County Department of Public Works and the Los Angeles County Flood Control District (collectively, "County"). The Grant will be administered by the County, and will be governed by the County MOU, a draft copy of which is attached hereto as Exhibit "B;" and

WHEREAS, the purpose of the Grant is to fund improvements to City-owned property in the Upper Arroyo Seco ("Project"), consistent with the Arroyo Seco Master Plan and with all applicable laws and regulations, as depicted on the map attached hereto as Exhibit "C;" and

WHEREAS, the Parties desire to enter into this Agreement in order to establish and maintain a cooperative relationship with regard to implementation of the Project and to allocate and to assign duties and responsibilities.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for other good and valuable consideration, and pursuant to City Council approval, the Parties agree as follows:

1.0 DEFINITIONS.

In this Agreement, unless a different meaning is stated or clearly appears from the context:

(a) "ASF" means the Arroyo Seco Foundation.

(b) "Project" means activities consisting of (i) upgrading and restoring natural habitat to improve conditions for fish and other aquatic life, (ii) modifying the intake dam with an inflatable dam or other structure, for increased water diversion, restored stream hydrology and improved aquatic connectivity, (iii) enhancing trails, and (iv) constructing a public restroom to improve water quality, all in a manner consistent with the Arroyo Seco Master Plan and any other applicable regulatory requirements, as described in the Grant application and as may be modified by consent of the Parties and approved by the County.

2.0 CITY OBLIGATIONS AND RESPONSIBILITIES.

2.1 Local Project Sponsor. Except as to the responsibilities of ASF identified in Section 3.0 below, the City shall be responsible for implementation of the Grant and the Project, and shall become the sole "Local Project Sponsor" pursuant to the County MOU.

2.2 Description of City Responsibilities. The obligations and responsibilities of the City shall include, but not be limited to:

- (i) Executing the County MOU and assuming any and all rights, duties and liabilities established thereunder;
- (ii) Serving as the day-to-day contact with the County, subject to obligations to consult with ASF as set forth herein;
- (iii) Performing administration of all financial billings, disbursements and similar matters, not otherwise performed by the County, and subject to the City's financial obligations to ASF hereunder;
- (iv) Reviewing and approving designs of improvements, phasing schedules and any other materials relating to physical implementation of the Project, subject to consultation with ASF;
- (v) Negotiating with the County regarding coordination and collaboration with the County as to activities within the Project site;
- (vi) Selecting and retaining consultants to carry out portions of the Project as needed, in accordance with the City's standard contracting processes, other than as set forth herein, and subject to consultation with ASF;
- (vii) Selecting and retaining contractors to carry out any portion of the Project as needed, with input from ASF, in accordance with the City's standard contracting processes and the requirements of law pertaining to public contracting;
- (viii) Obtaining necessary permits and approvals from other public regulatory agencies, and ensuring compliance with conditions of such permits and approvals, subject to consultation and coordination with ASF;
- (ix) Preparing and submitting required reports to the County and to DWR;

(x) Retaining Project-related documentation as required by the County and/or DWR;

(xi) Maintaining regular communications with ASF as to matters of concern to ASF, as identified herein, including at least monthly project coordination meetings with ASF at a time and location to be agreed upon between the Parties; and

(xii) Reviewing and approving in a timely manner programs for community outreach and education, as described below.

3.0. ASF OBLIGATIONS AND RESPONSIBILITIES.

3.1. Consultant Status. ASF shall engage and serve as a consultant to the City in implementation of the Grant and the Project.

3.2. Description of ASF Responsibilities. The obligations and responsibilities of ASF shall consist of the following:

(i) Providing the City with input regarding design of improvements and other aspects of Project implementation on an as-needed basis in the time frame indicated by the City;

(ii) Providing the City with input regarding the selection and retention of other consultants;

(iii) Coordinating with the City regarding obtaining necessary permits and approvals from other public regulatory agencies for the Project, and regarding compliance with the conditions of any such permits and approvals;

(iv) Preparing and implementing a Community Education and Outreach Plan, in consultation with and subject to approval by the Project Manager designated by the City Manager of the City, which approval shall not be unreasonably delayed or withheld;

(v) Consulting with the City regarding other potential funding sources for the Project;

(vi) Maintaining regular communications with the City's Project Manager as to matters identified herein and any other matters on which the City requests input from ASF in the time frame indicated by the City, including providing the City with a monthly status report regarding ASF's activities hereunder and attending at least monthly meetings with the City;

(vii) Assisting the City, as needed, in additional tasks related to the Project, including but not limited to, preparing required reports, preparing presentation materials, attending meetings, data gathering & research, reviewing documents and conducting field work.

(viii) Assisting the City, as needed, in the preparation and conducting of a groundbreaking ceremony and a dedication ceremony, as described in Section 5.0 herein;

(ix) Providing the City semi-annually with a list of general tasks to be performed over the duration of the project and an estimated budget for each task, as well as an hourly fee schedule for all ASF participants, which list and schedule will serve as the basis for compensation, further described below, under Payment Schedule; and

(x) Providing monthly invoices and status reports of tasks performed in the reporting period.

4.0 COMPENSATION OF ASF.

4.1 Total Fee. ASF shall be compensated an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) ("ASF Fee"), from the Grant, for performance of its services described above.

4.2 Payment Schedule. The City shall pay the ASF Fee as follows:

(i) An installment of Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750), immediately following execution of this Agreement by the Parties, delivery by ASF of a complete draft of the Community Education and Outreach Plan referenced above, approval by the City of the Plan, and receipt by the City of the first installment of Grant funds; and

(ii) Monthly compensation for work performed based on paragraph 3.0 above commencing thirty (30) days after execution of this Agreement by the Parties, and until December, 2015.

ASF shall submit monthly invoices to the City, with each invoice describing the tasks or portions of tasks performed by ASF in the preceding month, the ASF employees or consultants who carried out the work in question, the number of hours worked by each such employee or consultant, and the rate of compensation of each such employee or consultant.

5.0 GROUNDBREAKING AND DEDICATION EVENTS.

The City shall be responsible for conducting a groundbreaking ceremony at the commencement of implementation of the Project and a dedication ceremony at the conclusion of the Project, to publicize the Project to the general public. These ceremonies shall be announced in local newspapers, in City utility billings, on ASF's website, by direct invitation and through other appropriate outreach means. Appropriate City officials shall be invited and encouraged to attend.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 No Agency, Joint Venture or Special Relationship.

6.1.1 It is understood that, in the performance of the services herein provided for, ASF is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Agreement. Further, ASF has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ASF in the performance of the services hereunder. ASF shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other wages, salaries, benefits, taxes, exactions and regulations of any nature whatsoever.

6.1.2 ASF acknowledges that ASF and any subcontractors, agents or employees employed by ASF shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of the City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

6.1.3 Except as the City may authorize in a separate writing, ASF and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

6.1.4 Nothing contained in the Agreement, nor the acts of the Parties, nor the acts of any third party, shall be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or of any common or shared business purpose between the Parties.

6.2 Waiver. Either Party's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a repetition of the one waived.

6.3 Successors. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective heirs, successors and/or assigns.

6.4 No Assignment. Neither Party shall assign or transfer this Agreement or any rights hereunder without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the other Party. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach of this Agreement. No assignment shall release the original Parties or otherwise constitute a novation.

6.5 Compliance with Laws. Both Parties shall comply with all federal, state, county and city laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including, but without limitation, the Pasadena Living Wage Ordinance.

6.6 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.7 Interpretation.

6.7.1 Applicable Law. This Agreement, and the rights and duties of the Parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

6.7.2 Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties regarding its subject matter, and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

6.7.3 Written Amendment. This Agreement may only be changed by written amendment signed by ASF and by the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

6.7.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

6.7.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail, unless otherwise required by higher legal authority.

6.7.6 Choice of Forum. The Parties agree that this Agreement is to be enforced in accordance with the laws of the State of California, that it is entered into and/or is to be performed in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

6.7.7 Duplicate Originals. There shall be two (2) fully signed copies of this Agreement, each of which shall be deemed an original.

6.8 Time of Essence. Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

6.9 Indemnity.

6.9.1 ASF Liability. ASF agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

(i) any activity on or use of City's premises or facilities or any performance under this Agreement by ASF, its employees, representatives, subcontractors or agents; or

(ii) any acts, errors or omissions (including, without limitation, professional negligence) of ASF, its employees, representatives, subcontractors or agents in connection with the performance of this Agreement.

6.9.2 City Liability. The City agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, ASF and ASF's officers, directors, employees and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed

to result from or to arise out of, any acts, errors or omissions (including, without limitation, professional negligence) of the City or the City's employees, representatives, subcontractors or agents in connection with the performance of this Agreement.

6.9.3 This agreement by both Parties to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, ASF and its employees or agents, the City and its employees or agents and members of the general public). The sole negligence or willful misconduct of either Party is excluded from this indemnity agreement as to indemnification obligations by the Party committing such negligence or misconduct.

6.10. Insurance. ASF shall, at its own expense, procure and maintain policies of insurance of the following types and amounts, for the duration of the Agreement, including any extensions thereto, each of which policies shall state that they afford primary coverage:

6.10.1 ASF shall carry automobile liability insurance, with minimum limits of at least \$100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a commercial automobile liability form.

6.10.2 ASF shall carry general liability insurance, with a minimum of at least \$1,000,000 combined single limit written on an Insurance Services Office (ISO) Commercial General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage are required to be included. The City

and its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of ASF's performance of this Agreement. If ASF employs other contractors as part of the services rendered, ASF's Protective Coverage is required. ASF may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

6.10.3 ASF shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

(1) Providing copy of a permissive self-insurance certificate approved by the State of California; or

(2) Securing and maintaining in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against the City, its directors, commissioners, officers, employees and volunteers for losses arising from performance of this Agreement, provided that such endorsement is available from ASF's insurance carrier at no additional cost to ASF; or

(3) Providing a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

6.10.4 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice to the City.

6.10.5 Insurance shall be placed with insurers with a Best's rating of not less than B:VIII.

6.10.6 Prior to commencement of performance of this Agreement, ASF shall furnish the City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. The City may require complete, certified copies of any or all policies at any time.

6.10.7 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, ASF shall immediately notify the City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage by ASF, the City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against ASF by way of set-off or recoupment from sums due ASF, at City's option; (b) immediately terminate this Agreement; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from ASF, by way of set-off or recoupment from any sums due ASF.

6.11 Notices. Except as otherwise provided herein, any notice or demand to be given by either Party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows:

If to the City:

Michael Beck, City Manager
City of Pasadena
100 N.Garfield Ave.
Pasadena, CA 91109

If to ASF:

Tim Brick, Managing Director
Arroyo Seco Foundation
570 West Avenue 26, Suite 300
Los Angeles, CA 90065

Notice simply to the City of Pasadena or any other City department, or notice simply to Arroyo Seco Foundation, is not adequate notice.

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either Party may change the address at which it desires to receive notice by giving written notice of such request to the other Party.

6.12 Default. In the event either Party materially defaults in its obligations hereunder, the other Party may declare a default and terminate this Agreement by written notice to the defaulting Party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating Party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (i) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (ii) costs incurred by the City in obtaining substitute performance.

6.13. Automatic Termination. This Agreement is predicated on receipt of the Grant funding from DWR and the County, and upon the ability of the City to match all or part of the Grant funds as set forth in the Grant award described in Exhibit "A." The Parties acknowledge that, without the Grant funding and/or matching funds, the City would not

undertake and/or complete the Project. Accordingly, this Agreement shall automatically and immediately terminate ("Automatic Termination") as a result of (i) the failure, for whatever reason, of the County or DWR to provide or continue the Grant funding for the Project in compliance with the County MOU, or (ii) termination of the County MOU by the County for any reason or by the City for good cause, or (iii) termination of the Project by the City due to the City's inability to match all or part of the Grant funding or for other good cause. Such Automatic Termination shall not be considered a default or breach of this Agreement. The City shall provide written notice by personal delivery of such Automatic Termination to ASF, and the City's obligations for compensation of ASF under Section 4.0 shall terminate immediately upon receipt by ASF of such notice. The foregoing notwithstanding, the City shall compensate ASF for any work performed by ASF pursuant to this Agreement prior to receipt of such notice by ASF.

6.14 Exhibits. All exhibits referred to herein and attached hereto are incorporated herein by such reference as if fully set forth herein.

6.15 Release. ASF agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Agreement, with the exception of damage for failure by the City to make payments to ASF as provided herein. ASF further agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, in any action with regard to review of the Project pursuant to the California Environmental Quality Act by any lead agency, or any other administrative approval granted by

or to the City for the Project. This covenant extends to prohibit any participation by ASF in any such action or financial support by ASF of any other third party in any such action.

7.0 NO ESTATE.

This Agreement provides only a right of use of temporary duration and does not give ASF any added interest, title, leasehold, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise, no matter how long this license runs. ASF agrees that it will not claim at any time any interest, title, leasehold or estate in City-owned property by virtue of this Agreement or by virtue of ASF's occupancy, use or expenditures under this Agreement.

8.0 EFFECTIVE DATE.

This Agreement shall become effective immediately upon execution by both Parties.

9.0 NONDISPARAGEMENT.

During the term of this Agreement, ASF, and its directors, officers, and employees, shall not make any public statements (verbal or written) which are critical of the Project or any of its components, any activities or projects described in the Grant application, any activities or projects analyzed during the CEQA process for the Project, and/or the City's performance under this Agreement or the County MOU, without first giving the City notice in advance of such criticism and allowing the City a reasonable period of time to respond and/or to correct the cause of the criticism prior to the making of the public statement. Breach of this provision by ASF, its directors, officers, or employees shall constitute an immediate and material breach of this Agreement.

The foregoing shall not apply to, and ASF shall have no responsibility to the City for, comments made through a list-serve maintained by ASF, where the person making any comment is not a director, officer, or employee of ASF, nor shall it apply to other matters of public interest unrelated to performance by the City under this Agreement or the County MOU.

10.0 MAINTENANCE AND INSPECTION OF RECORDS.

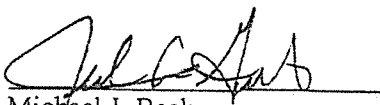
10.1 Access to Records. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of ASF's records to the extent the City deems necessary, for all purposes relating to the Agreement.

10.2 Preservation of Records. ASF shall maintain and preserve all such records for a period of at least three (3) years after completion or termination of this Agreement.

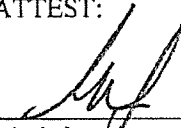
10.3 Records Location. ASF shall maintain all such records in the City of Pasadena. Alternatively, ASF shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

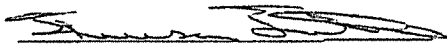
CITY OF PASADENA

By: 
for Michael J. Beck
City Manager

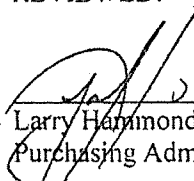
ATTEST:


12/7/12
Mark Jomsky
City Clerk

APPROVED AS TO FORM:


Theresa Fuentes
Assistant City Attorney

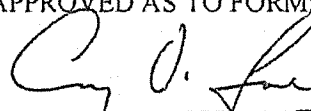
REVIEWED:


Larry Hammond
Purchasing Administrator

THE ARROYO SECO FOUNDATION

By: 
Tim Brick
Managing Director

APPROVED AS TO FORM:


Cary D. Lowe
Counsel for ASF

From: "Medak, Christine" <christine_medak@fws.gov>
Date: January 6, 2015 at 9:03:30 AM PST
To: "Jimenez, Jose" <JoseJimenez@cityofpasadena.net>
Cc: Erinn Wilson <Erinn.Wilson@wildlife.ca.gov>, "Swenson, Daniel P SPL" <Daniel.P.Swenson@usace.army.mil>, Jonathan Snyder <jonathan_d_snyder@fws.gov>
Subject: Re: Arroyo Seco Canyon Project - Conditional Use Permit Hearing January 7, 2015

Mr. Jimenez,

We have reviewed the response to comments on the proposed Arroyo Seco Canyon Project. We request further clarification on a few of the City's responses.

1) You noted in the response to comments that the USFWS has participated in previous meetings held on the project site April 10, 2014 and November 4, 2014. Please provide the name of the USFWS representative that attended these meetings.

USFWS B-1

2) The City has determined that "it is unlikely that flows below the dam could be affected by the project to any measurable degree." What data is the City using to support this conclusion?

USFWS B-2

3) According to the response, improvements to the existing diversion and intake structure are not designed to capture the entire storm event since a large portion of stream water will flow over the weir and continue downstream. What size storm event is anticipated to over-top the weir (i.e., 1-year, 2-year, 5-year)?

USFWS B-3

4) It is our understanding that the primary purpose of the project is to increase the City's ability to capture its entire water right so as to allow for increased groundwater pumping. How will the recently passed Groundwater Management Laws in California (SB 1168, SB 1319, AB 1739) affect the proposed project?

USFWS B-4

5) If the natural streambed allows for an increase in groundwater recharge and overall increase in the health of the groundwater basin over the long term, relative to spreading basins, then it may be beneficial to the City to pursue a change in the way groundwater recharge is accounted for in the basin. Given the local concern for resources in Arroyo Seco Watershed and the presence of the federally endangered least Bell's vireo (*Vireo bellii pusillus*) downstream from the project site, we are available to assist in any efforts the City's would undertake to change the accounting system for the benefit of local biological resources.

USFWS B-5

We appreciate the opportunity to review the responses to comments for the Arroyo Seco Canyon Project. Should you have any questions regarding this message, please feel free to contact me.

Christine L. Medak
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service

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Fax: (760) 431-9624
<http://www.fws.gov/carlsbad/>

Follow us on Facebook at <http://facebook.com/USFWSPacificSouthwest>
Follow us on Twitter at <http://twitter.com/USFWSPacSWest>

"I'd like to offer a plug for actually having the natural processes instead of having to simulate them."

— Nadav Nur, PRBO Conservation Science

**Arroyo Seco Canyon Project
CUP #6222**

**Responses to Comments Submitted Prior to the Project's Public Hearing before
the Pasadena Hearing Officer**

United States Fish & Wildlife Service

USFWS B-1: References to USFWS were made by accident in Response to Comment SS-5 (page 48 in pdf document) and indirectly implied in Response to Comment SS-6. It should have been noted that the California Department of Fish and Wildlife Service participated in the April 4, 2014 meeting.

USFWS B-2: As stated in Response to Comment FW-4, "The primary focus of the project's potential downstream impacts is from the diversion point (i.e. Area 2- Intake structure) to the Devil's Gate Dam. Flows downstream of the dam are heavily influenced by dam operations coupled with many other contributing tributaries both above and below the dam. As a result, the project is not expected to have a measureable effect on flows below the dam."

USFWS B-3: Storm flows would start spilling over the weir and not be diverted to the spreading grounds during any storm event exceeding 25 cubic feet per second (cfs), due to water rights constraints. Based on historic storm data from the last 100 years, a 1-year storm event would exceed 25 cfs and, thus, overtop the weir.

USFWS B-4: Pursuant to Water Code Section 10720.8, enacted by SB 1168, the Raymond Basin is not subject to the Sustainable Groundwater Management Act except for the reporting requirements listed therein. Attached hereto is a copy of Section 10720.8. Accordingly, the proposed project will not be impacted by the new legislation.

USFWS B-5: Comments and opinions are noted. The City appreciates the assistance the USFWs offers.

WATER CODE

SECTION 10720-10720.9

10720. This part shall be known, and may be cited, as the "Sustainable Groundwater Management Act."

10720.1. In enacting this part, it is the intent of the Legislature to do all of the following:

(a) To provide for the sustainable management of groundwater basins.

(b) To enhance local management of groundwater consistent with rights to use or store groundwater and Section 2 of Article X of the California Constitution. It is the intent of the Legislature to preserve the security of water rights in the state to the greatest extent possible consistent with the sustainable management of groundwater.

(c) To establish minimum standards for sustainable groundwater management.

(d) To provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.

(e) To avoid or minimize subsidence.

(f) To improve data collection and understanding about groundwater.

(g) To increase groundwater storage and remove impediments to recharge.

(h) To manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner.

10720.3. (a) This part applies to all groundwater basins in the state.

(b) To the extent authorized under federal or tribal law, this part applies to an Indian tribe and to the federal government, including, but not limited to, the United States Department of Defense.

(c) The federal government or any federally recognized Indian tribe, appreciating the shared interest in assuring the sustainability of groundwater resources, may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan or groundwater management plan under this part through a joint powers authority or other agreement with local agencies in the basin. A participating tribe shall be eligible to participate fully in planning, financing, and management under this part, including eligibility for grants and technical assistance, if any exercise of regulatory authority, enforcement, or imposition and collection of fees is pursuant to the tribe's independent authority and not pursuant to authority granted to a groundwater sustainability agency under this part.

(d) In an adjudication of rights to the use of groundwater, and in the management of a groundwater basin or subbasin by a groundwater

sustainability agency or by the board, federally reserved water rights to groundwater shall be respected in full. In case of conflict between federal and state law in that adjudication or management, federal law shall prevail. The voluntary or involuntary participation of a holder of rights in that adjudication or management shall not subject that holder to state law regarding other proceedings or matters not authorized by federal law. This subdivision is declaratory of existing law.

10720.5. (a) Groundwater management pursuant to this part shall be consistent with Section 2 of Article X of the California Constitution. Nothing in this part modifies rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, except that in basins designated medium- or high-priority basins by the department, no extraction of groundwater between January 1, 2015, and the date of adoption of a groundwater sustainability plan pursuant to this part, whichever is sooner, may be used as evidence of, or to establish or defend against, any claim of prescription.

(b) Nothing in this part, or in any groundwater management plan adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.

10720.7. (a) (1) By January 31, 2020, all basins designated as high- or medium-priority basins by the department that have been designated in Bulletin 118, as may be updated or revised on or before January 1, 2017, as basins that are subject to critical conditions of overdraft shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.

(2) By January 31, 2022, all basins designated as high- or medium-priority basins by the department that are not subject to paragraph (1) shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.

(b) The Legislature encourages and authorizes basins designated as low- and very low priority basins by the department to be managed under groundwater sustainability plans pursuant to this part. Chapter 11 (commencing with Section 10735) does not apply to a basin designated as a low- or very low priority basin.

10720.8. (a) Except as provided in subdivision (e), this part does not apply to the following adjudicated areas or a local agency that conforms to the requirements of an adjudication of water rights for one of the following adjudicated areas:

- (1) Beaumont Basin.
- (2) Brite Basin.
- (3) Central Basin.
- (4) Chino Basin.
- (5) Cucamonga Basin.
- (6) Cummings Basin.
- (7) Goleta Basin.
- (8) Lytle Basin.

- (9) Main San Gabriel Basin.
- (10) Mojave Basin Area.
- (11) Puente Basin.
- (12) Raymond Basin.
- (13) Rialto-Colton Basin.
- (14) Riverside Basin.
- (15) San Bernardino Basin Area.
- (16) San Jacinto Basin.
- (17) Santa Margarita River Watershed.
- (18) Santa Maria Valley Basin.
- (19) Santa Paula Basin.
- (20) Scott River Stream System.
- (21) Seaside Basin.
- (22) Six Basins.
- (23) Tehachapi Basin.
- (24) Upper Los Angeles River Area.
- (25) Warren Valley Basin.
- (26) West Coast Basin.

(b) The Antelope Valley basin at issue in the Antelope Valley Groundwater Cases (Judicial Council Coordination Proceeding Number 4408) shall be treated as an adjudicated basin pursuant to this section if the superior court issues a final judgment, order, or decree.

(c) Any groundwater basin or portion of a groundwater basin in Inyo County managed pursuant to the terms of the stipulated judgment in City of Los Angeles v. Board of Supervisors of the County of Inyo, et al. (Inyo County Case No. 12908) shall be treated as an adjudicated area pursuant to this section.

(d) The Los Osos Groundwater Basin at issue in Los Osos Community Service District v. Southern California Water Company [Golden State Water Company] et al. (San Luis Obispo County Superior Court Case No. CV 040126) shall be treated as an adjudicated basin pursuant to this section if the superior court issues a final judgment, order, or decree.

(e) If an adjudication action has determined the rights to extract groundwater for only a portion of a basin, subdivisions (a), (b), (c), and (d) apply only within the area for which the adjudication action has determined those rights.

(f) The watermaster or a local agency within a basin identified in subdivision (a) shall do all of the following:

- (1) By April 1, 2016, submit to the department a copy of a governing final judgment, or other judicial order or decree, and any amendments entered before April 1, 2016.
- (2) Within 90 days of entry by a court, submit to the department a copy of any amendment made and entered by the court to the governing final judgment or other judicial order or decree on or after April 1, 2016.
- (3) By April 1, 2016, and annually thereafter, submit to the department a report containing the following information to the extent available for the portion of the basin subject to the adjudication:
 - (A) Groundwater elevation data unless otherwise submitted pursuant to Section 10932.
 - (B) Annual aggregated data identifying groundwater extraction for the preceding water year.
 - (C) Surface water supply used for or available for use for groundwater recharge or in-lieu use.
 - (D) Total water use.
 - (E) Change in groundwater storage.
 - (F) The annual report submitted to the court.

10720.9. All relevant state agencies, including, but not limited to, the board, the regional water quality control boards, the department, and the Department of Fish and Wildlife, shall consider the policies of this part, and any groundwater sustainability plans adopted pursuant to this part, when revising or adopting policies, regulations, or criteria, or when issuing orders or determinations, where pertinent.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as AGREEMENT), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), and City of Pasadena (hereinafter referred to as Local Project Sponsor (LPS)). The LACFCD and LPS are hereinafter referred to as Parties or, each individually, as Party for the following project: Hahamongna Basin Multi-Use Project (hereinafter referred to as Project(s)). The requested grant amount for the Project is \$3,271,000.

WITNESSETH

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84, commencing with Public Resources Code Section 75026 et seq., authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as IRWM) plans and projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as DWR) issued Proposition 84 IRWM Grant Program Guidelines (hereinafter referred to as Guidelines) in August 2010, to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, LACFCD, Joint Powers Authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the Regional Water Management Group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, the IRWM Grant Program consists of two separate solicitations: (1) planning grants and (2) implementation grants. Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR'S IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) document adoption of an IRWM Plan (hereinafter referred to as Plan) prior to September 30, 2008, (2) enter into an agreement with DWR to update, within two years of

the execution of the agreement, the IRWM Plan to meet the IRWM Plan standards contained in the 2010 Guidelines, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as Region) was adopted on December 13, 2006, and will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR'S IRWM Grant Program through the 2009 Region Acceptance Process in September 2009.

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit F of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included thirteen (13) separate projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): The City of Calabasas, City of Hawthorne, City of Los Angeles Department of Public Works' Bureau of Sanitation, City of Los Angeles Department of Water and Power, City of Pasadena, City of Rolling Hills Estates, City of Santa Monica, Covina Irrigating Company, Three Valleys Municipal Water District, West Basin Municipal Water District, and Water Replenishment District;

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, Parties agree that the LPS will be a single entity that is responsible for implementation of the Project and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s).

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project. In the event that the Project is to be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other entities to confirm the authority of LPS to enter into this Agreement on their behalf, and that each of the other entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project, including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project. As to LACFCD, LPS remains solely responsible for all aspects of the Project; and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-five Million, Six Hundred Thousand and 00/100 Dollars (\$25,600,000.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the 13 projects, including LPS'S Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS'S behalf so that LPS can receive and benefit from the Proposition 84 grant funds for its Project(s) in the amount to be identified in Exhibit C to the Grant Agreement;

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD'S role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to, construction, monitoring, project management, operations and maintenance, and legal compliance; and

WHEREAS, LPS has agreed to allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount upon payment by DWR to LACFCD for the Project as reimbursement to LACFCD for its administrative efforts, management, and project oversight efforts with respect to the IRWM Grant.

WHEREAS the PARTIES acknowledge that although LACFCD will serve as Grantee under the Grant Agreement, LACFCD will have no project which will receive grant funding under the Grant Agreement, and will have a limited role with respect to the Project(s) as defined herein and in the Grant Agreement. Further, LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO:

- (1) Provide staff to oversee grant administration, manage grant funds, and provide project oversight as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and will include routine updates to the balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) LACFCD may execute amendments to the Grant Agreement on behalf of the LPS, upon written request and approval by LPS and after LPS negotiates with DWR.

- (5) Process grant reimbursement requests submitted by LPS, including submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS, less two and a half percent (2.5 percent) of the invoiced amount paid for the Project for grant administration and other activities identified in Section (1)(1) above. All required reimbursements shall be paid to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.

LACFCD agrees to the above responsibilities for as long as the Grant Agreement remains in effect.

LPS RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS'S Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation, construction, management, project oversight, monitoring, inspections, operation and maintenance, submission of project reimbursement billing requests, provision of reports, notifications and notices, compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS'S Projects(s) pursuant to LPS'S Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD'S written approval as well as that of DWR in advance of implementing any proposed changes to LPS'S Project, including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES. Responsibilities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, and for which the LPS is solely responsible for include, but are not limited to:
 - (a) Comply with all applicable environmental requirements pertaining to the Project, including, but not limited to, the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental

permits, including, but not limited to, DWR'S Environmental Information Form. The Parties agree that LACFCD is not responsible for any aspect of environmental compliance with respect to the Project including any proposed future changes to LPS'S Project and no project may be implemented absent LPSs compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS agrees to submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS'S Project, including all work covered under the invoice.

- (b) Comply with all applicable California Labor Code requirements, including prevailing wage provisions, and adopt and enforce a Department of Industrial Relations certified Labor Compliance Program meeting the requirements of Labor Code Section 1771.5 for projects funded by Proposition 84. LPS shall keep informed of legislative changes and take all measures necessary to ensure compliance with California Labor Code requirements.
 - (c) Comply with Urban Water Management Planning (UWMP) Act requirements, (CWC §10610-10656), and the requirements CWC §10608.16-10608.44, if the LPS is an urban water supplier. Submit a 2010 Urban Water Management Plan UWMP to DWR, if yet to be submitted. LPS acknowledges that DWR may withhold execution of the grant agreement or disbursing grant funds until each urban water supplier's 2010 UWMP is received and accepted by DWR.
 - (d) Conform to the requirements of an adjudication of water rights or demonstrate active participation to the implementation of a Groundwater Management Plan that is in compliance with CWC §10753.7, if the LPS'S project is regarding groundwater management or recharge, or has potential groundwater impacts.
- (4) Demonstrate availability of funds to complete the project by submitting the most recent three years of audited financial statements and provide cost share funding match for the LPS'S project in the amount identified in Exhibit C of the Grant Agreement.
 - (5) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
 - (6) Submit not more than one reimbursement request per month to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
 - (7) Allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount as paid by DWR for the Project as reimburseable to LACFCD for its grant administrative services as described in Section (1)(1) above.

- (8) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (9) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible, including, but not limited to, the progress of construction, Project budget(s), and Project Benefits, through reporting process or other methods established by DWR and/or the LACFCD.
- (10) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS'S project(s) is no longer entitled to grant funds.
- (11) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD'S discretion, to review the progress of the Project(s).
- (12) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS'S allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD'S willful misconduct.
- (13) Retain sole responsibility for persons performing work related to the Project, including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (14) Maintain sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project.
- (15) Comply with all Basic Conditions and Conditions for Disbursement set forth in the Grant Agreement at all times.
- (16) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s), and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATION OF AGREEMENT

- (1) This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS'S indemnification will remain in effect

for the lifetime of Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS'S Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 13 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS'S Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS'S Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD'S actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD'S active negligence or willful misconduct. As part of this indemnity, LPS agrees not to seek any funding from LACFCD other than funds provided by DWR to LACFCD specifically identified for LPS'S Project(s), regardless of the failure, for whatever reason, by DWR to fund all or part of its grant commitment related to the Project, including any withholding of all or a portion of grant funds by DWR and/or any request for repayment of funds by DWR and/or LACFCD as specified in the Grant Agreement. Liability arising from the active negligence or willful misconduct of LACFCD is excluded under this section. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officers, employees, and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of this Agreement, including actions, fees, costs and expenses arising from or relating to: active negligence or willful misconduct in LACFCD'S performance of LACFCD'S RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.
- (3) LPS understands and agrees that it has complied and continues to comply with the requirements set forth in CEQA and the State CEQA Guidelines for its Project(s). LPS understands and agrees that it is ultimately and solely responsible for

compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project. Prior to submission of each invoice to LACFCD pursuant to this Agreement, LPS will confirm in writing to LACFCD, in a format to be specified by LACFCD, that it has complied with CEQA and applicable NEPA requirements for LPS'S Project, including all work covered under each invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project. LPS hereby agrees to indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, the NEPA and/or other Federal, State, and local laws, rules, and regulations, guidelines, and requirements for the Project while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or the Agreement and shall remain in effect during the lifetime of the Project.

Section (5) CHILD SUPPORT LAWS

(1) LACFCD'S Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD'S policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted, Delinquent Parents List, in a prominent position at LPS place of business.

(2) Child Support Compliance Program

As required by LACFCD'S Child Support Compliance Program (County Code Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or LACFCD Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD'S Child Support Compliance Program as certified in LPS'S Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

LPS shall:

- (1) Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- (2) Upon request by LACFCD, provide the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
- (3) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

Failure by LPS to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

Section (8) TERMINATION FOR IMPROPER CONSIDERATION

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to LACFCD Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

Section (9) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and
 - (a) shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Mr. Phil Doudar, Principal Engineer
Watershed Management Division, 11th Floor
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Mr. Loren Pluth, Project Manager
City of Pasadena
100 North Garfield Avenue N 306
Pasadena, CA 91101

- (b) or when LACFCD establishes a process to electronically upload some of the above-stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (10) MUTUAL COVENANTS

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

- (4) No Third Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (10) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (11) Successors: This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each Party.

Section (11) NEGATION OF PARTNERSHIP

Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

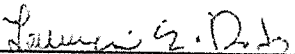
IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the LPS on Nov. 27, 2012, and by the LACFCD on Feb. 14, 2013.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT


By 
Chief Engineer

APPROVED AS TO FORM:

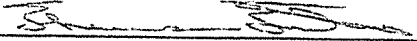
JOHN F. KRATTLI
County Counsel


By 
Deputy

City of Pasadena (LPS)

By 
Michael J. Beck, City Manager

APPROVED AS TO FORM:

By 
Theresa Fuentes, Assistant City Attorney

ATTEST:

MARK JOMSKY, CMC
CITY CLERK

