

REVISED NOTICE OF INTENT

Enhanced Watershed
Management Program
and
Coordinated Integrated
Monitoring Program

Ballona Creek Watershed

City of Los Angeles

County of Los Angeles

Los Angeles County Flood Control
District

City of Beverly Hills

City of West Hollywood

City of Culver City

City of Inglewood

City of Santa Monica

December 23, 2013

1. Introduction

The Cities of Los Angeles, Culver City, Beverly Hills, West Hollywood, Inglewood, and Santa Monica, the County of Los Angeles, and the Los Angeles County Flood Control District, collectively the Ballona Creek Enhanced Watershed Management Program (EWMP) agencies, respectfully submit this Notification of Intent (NOI) to develop an EWMP for the Ballona Creek watershed per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the Ballona Creek EWMP agencies' intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

The Ballona Creek watershed is the largest sub-watershed in the Santa Monica Bay Watershed Management Area, encompassing approximately 128 square miles. The 303(d) List has identified Ballona Creek and Ballona Estuary as being impaired by several pollutants. Accordingly, the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) and the U.S. Environmental Protection Agency (USEPA) have adopted and/or established several TMDLs for the receiving waters in the Ballona Creek watershed. The Ballona Creek EWMP agencies propose the development of an EWMP specifically for the Ballona Creek watershed as the most effective approach to utilize opportunities to retain and reuse runoff and to address the unique challenges of the watershed.

The Ballona Creek EWMP agencies have been collaborating as one watershed since the first Ballona Creek TMDLs were adopted by the LARWQCB. The TMDL monitoring in Ballona Creek and Estuary have been implemented in a coordinated manner and is being cost-shared by all Ballona Creek EWMP agencies as well as Caltrans. The City of Los Angeles will be the lead agency for developing the EWMP and CIMP. Development of the EWMP Work Plan, CIMP, and EWMP Plan will be a collaborative process between all Ballona Creek EWMP agencies, coordinated with the Technical Advisory Committee as well as with watershed stakeholders.

The following sections satisfy the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. Additionally, the following sections provide the LARWQCB with information on the approach that the Ballona Creek EWMP agencies intend to follow for EWMP development.

2. Notification of Intent (Section VI.C.4.b.i and Attachment E Section IV.C.1.)

The Ballona Creek EWMP agencies notify the LARWQCB by this NOI of their intention to collaboratively develop an EWMP for the Ballona Creek watershed, and request submittal of the final work plan by 18 months after the effective date of the MS4 Permit (June 28, 2014) and submittal of the draft EWMP Plan by 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, the Ballona Creek EWMP agencies notify the LARWQCB by this NOI of their intention to collaboratively develop an CIMP for the Ballona Creek watershed, and request submittal of the Draft CIMP 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and final TMDL compliance deadlines (Section VI.C.4.b.ii)

Table 1 lists the TMDLs that have specifically been developed for the Ballona Creek watershed and the TMDLs that apply to the Ballona Creek watershed as a subwatershed in the Santa Monica Bay Watershed Management Area. Interim and final compliance deadlines of the Ballona Creek Trash and Santa Monica Bay Debris TMDLs and final

compliance deadlines of other TMDLs occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 2. Tables 1 and 2 do not include the Santa Monica Bay Beaches Bacteria TMDLs because the waste load allocations of these TMDLs for the receiving waters in the Ballona Creek watershed are provided by the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL.

The watershed control measures that will be implemented to meet the requirements of the interim and final trash water quality based effluent limits (WQBELs) and all other final WQBELs are described in more detail in Section 12 of this NOI submittal.

Table 1. TMDLs applicable to Ballona Creek watershed.

TMDL	LARWQCB Resolution Number	Effective Date and/or EPA Approval Date
Ballona Creek Trash TMDL	2004-023	08/11/2005
Ballona Creek Estuary Toxic Pollutants TMDL	2005-008	01/11/2006
Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL	2006-011	04/27/2007
Ballona Creek Metals TMDL	2007-015	10/29/2008
Santa Monica Bay Nearshore and Offshore Debris TMDL	R10-010	03/20/2012
Santa Monica Bay DDTs and PCBs TMDL	NA	03/26/2012
Ballona Creek Wetlands TMDL for Sediment and Invasive Exotic Vegetation	NA	03/26/2012

Table 2. Interim (trash) and final TMDL compliance deadlines prior to EWMP approval

TMDL	Milestone	Interim/Final	Deadline
Ballona Creek Trash TMDL	20% reduction of baseline load	Interim	09/30/2006
	30% reduction of baseline load	Interim	09/30/2007
	40% reduction of baseline load	Interim	09/30/2008
	50% reduction of baseline load	Interim	09/30/2009
	60% reduction of baseline load	Interim	09/30/2010
	70% reduction of baseline load	Interim	09/30/2011
	80% reduction of baseline load	Interim	09/30/2012
	90% reduction of baseline load	Interim	09/30/2013
	96.7% reduction of baseline load	Interim	09/30/2014
	100% reduction of baseline load	Final	09/30/2015
Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL	Compliance with allowable exceedance days for summer and winter dry weather	Final	04/27/2013
Ballona Creek Metals TMDL	100% of MS4 drainage area complies with dry-weather waste load allocations	Final	01/11/2016
Santa Monica Bay Nearshore and Offshore Debris TMDL	20% reduction from baseline load	Interim	03/20/2016

4. Geographical scope (Section VI.C.4.b.iii.(1))

The Ballona Creek watershed is approximately 128 square miles and comprised of the Cities of Beverly Hills and West Hollywood, and portions of the Cities of Los Angeles, Inglewood, Culver City, and Santa Monica as well as unincorporated areas of the County of Los Angeles. Attachment 1 provides a map of the watershed boundaries and the delineations of the land areas of the MS4 permittees and other entities within the watershed.

Ballona Creek and Estuary are collectively approximately 9.5 miles long and divided in three hydrological units:

- Ballona Creek Reach 1 is approximately 2 miles long from Cochran Avenue to National Boulevard. This portion of the creek is channelized with vertical concrete walls.
- Ballona Creek Reach 2 is approximately 4 miles long between National Boulevard and Centinela Avenue where Ballona Estuary starts. Reach 2 is also channelized for the most part with trapezoidal walls.
- Ballona Estuary starts at Centinela Creek and continues to the Pacific Ocean. This portion is approximately 3.5 miles, under tidal influence and channelized, but with a soft bottom.

Major tributaries to Ballona Creek include Benedict Canyon Channel (Reach 2), Sepulveda Canyon Channel (Reach 2), and Centinela Creek (Ballona Estuary). Other water bodies in the watershed include Del Rey Lagoon and Ballona Wetlands, which are both connected to the Ballona Estuary through tide gates. The City of Los Angeles is the responsible agency for Del Rey Lagoon whose tributary area is approximately 25 acres. The Ballona Wetlands encompass approximately 626 acres (541 acres of natural wetlands area and 85 acres of roads, parking lots, levees and other structures). Approximately 460 acres of the Ballona Wetlands are located within the Ballona Creek watershed whereas the remaining portion is located in the Marina del Rey watershed. The Ballona Wetlands are owned and/or managed by the California Department of Fish and Wildlife and the State Land Commission.

All Ballona Creek EWMP agencies have agreed to collectively develop the Ballona Creek EWMP. Therefore, the Ballona Creek EWMP will cover all of the areas owned by the MS4 permittees within the watershed as shown in Attachment 2. The total area of the Ballona Creek watershed is 128 square miles and a breakdown of the area by MS4 permittee and other agencies is provided in Table 4. Collectively, the MS4 permittees in the Ballona Creek watershed have jurisdiction over 123 square miles or 96% of the total watershed area. The Ballona Creek EWMP agencies have no jurisdiction over the land that is owned by the State of California (i.e., California Department of Fish and Wildlife, the State Lands Commission, and Caltrans) and the US Government, but the MS4 permittees will seek collaboration with these agencies in the development of the Ballona Creek EWMP. All drainage infrastructure operated and maintained by the LACFCD within the Ballona Creek Watershed Management Area will be covered under this EWMP.

Table 4. Ballona Creek watershed land area distribution and EWMP participation

Agency	EWMP agency	Land area (acres)	% of EWMP area
City of Los Angeles	Yes	65,272.89	83.21
County of Los Angeles	Yes	3,164.76	4.03
Los Angeles County Flood Control District	Yes	NA	
City of Beverly Hills	Yes	3,618.95	4.61
City of Culver City	Yes	3,125.00	3.98
City of Inglewood	Yes	1,907.72	2.43
City of West Hollywood	Yes	1,135.00	1.45
City of Santa Monica	Yes	217.31	0.28
Area of EWMP agencies		78,441.63	100
Caltrans	No	1,651.33	
State of California	No	909.34	
US Government	No	674.49	
Total Ballona Creek watershed area		81,676.79	

5. Plan concept (Section VI.C.4.b.iii.(1))

The Ballona Creek EWMP agencies have collectively developed several Implementation Plans with strategies for compliance with the Ballona Creek/Estuary Bacteria, Toxic Pollutants and Metals TMDLs. These implementation and compliance strategies are based on a multi-pollutant approach with a focus on green infrastructure BMPs that maximize the retention and use of urban runoff as a resource for recharging aquifers and for irrigation and other uses. Many of the green infrastructure projects proposed in the TMDL Implementation Plans, both distributed and regional, were identified by Ballona Creek watershed stakeholders. The Ballona Creek EWMP will build on the TMDL implementation plans, re-evaluate the proposed watershed control measures, identify additional regional projects to maximize opportunities for retaining all non-stormwater runoff and stormwater from the 85th percentile, 24-hour storm event, and identify additional watershed control measures for those areas in the watershed that cannot be addressed by a regional project.

The Ballona Creek watershed is highly urbanized with single-family residential and multi-family residential as the largest land use categories (37 and 22% of the total area, respectively). It is estimated that 49% of watershed is impervious area consisting of roof tops, road and other impermeable surfaces. These numbers illustrate the challenges for urban runoff management in the Ballona Creek watershed in general but, at the same time, they illustrate the potential for improving the water quality and beneficially using urban runoff by developing and implementing an EWMP. Despite the built-out environment, the Ballona Creek watershed provides many opportunities for regional and multi-benefit projects:

- Open space accounts for approximately 17% of the watershed area, and is predominantly available in the northern part of the watershed and in the Baldwin Hills area (Attachment 2). These areas may be used for locating regional projects, in addition to the many parks which predominantly located in the central portion of the watershed;

- Groundwater levels in the Ballona Creek watershed are at least 20 ft below ground level (Attachment 3) in most areas, thereby not restricting the use of infiltration BMPs; and
- The majority of the watershed has soils with infiltration rates that allow the use of green infrastructure BMPs with infiltration (Attachment 4).

Based on the available information, the Ballona Creek EWMP agencies believe that opportunities exist, within the agencies' collective jurisdictional areas, for collaboration on multi-benefit projects that will meet the intent of the EWMP approach. A typical example of a regional, multi-benefit project that was included in the Ballona Creek TMDL Implementation Plans is the Rancho Cienega Sports Complex Regional Best Management Practices Project. This project proposes to divert dry weather runoff and stormwater from a storm drain as well as on-site runoff for treatment in an underground cistern, pervious pavement, and a bioretention basin. The drainage area tributary to the project is approximately 8,000 acres and the estimated volume of captured runoff for infiltration is 75-125 acre-feet/year.

6. Cost estimate (Section VI.C.4.b.iii.(2))

The Ballona Creek EWMP agencies collaboratively prepared a scope of work and cost estimate for developing the Work Plan, the CIMP and the EWMP for the Ballona Creek watershed. It is estimated that the cost for the development of the plans is approximately \$1.32M. This estimate includes \$269k for the Work Plan, \$154k for the CIMP, \$660k for the EWMP Plan, and \$234k for project coordination and meetings. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans. In addition, the Ballona Creek EWMP agencies will contribute several hundred thousands of dollars in the contract administration costs and to in-kind services.

7. Memorandum of Understanding (Section VI.C.4.b.iii.(3))

Attachment 5 includes the final draft of the Memorandum of Understanding between the City of Los Angeles as the lead agency and the other Ballona Creek EWMP agencies. All agencies have committed to the execution of the agreement as indicated by the signed letters of intent (Attachment 6). The agreement will be executed before December 28, 2013.

8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4))

Table 5 summarizes the interim milestone and deadlines for Work Plan, CIMP, and EWMP Plan development which is based on the scope of work for developing the Work Plan, CIMP, and EWMP as agreed to by the Ballona Creek EWMP agencies. In addition to the bimonthly agency coordination meetings and coordination meetings with the Technical Advisory Committee, the schedule in Table 5 assumes one workshop with local watershed stakeholders for each plan (Work Plan, CIMP, and EWMP). Interim milestones in Table 5 are the expected due dates of draft Technical Memoranda that will summarize the information and approaches for development of the specified components of the final Work Plan, CIMP, and EWMP Plan. It is expected that the draft technical memos will not be finalized, per se, rather the information presented in the memos will be revised based on comments and presented in the Work Plan, CIMP, and EWMP Plan.

Table 5. Proposed interim milestones and deadlines for plan development

Deliverable	Milestones and Deadlines
Work Plan	
Draft Technical memos <ul style="list-style-type: none"> • Identification of water quality priorities • Existing and future watershed control measures, identification of potential regional projects • Reasonable assurance analysis approach • BMP selection approaches 	December 2013 – March 2014
Draft Work Plan	April 2014
Final Work Plan submitted to the LARWQCB	June 2014
Coordinated Integrated Monitoring Plan	
Draft Technical memos <ul style="list-style-type: none"> • Outfall and receiving water monitoring approach • Monitoring sites selection • New development and redevelopment effectiveness tracking 	March 2014
Draft CIMP	April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
Enhanced Watershed Management Program	
Draft Technical memos <ul style="list-style-type: none"> • Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs • Final selection of regional projects • Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs • Project schedules and cost estimates 	December 2014 – March 2015
Draft EWMP	April 2015
Final Draft EWMP submitted to the LARWQCB	June 2015
Final EWMP submitted to the LARWQCB	January 2016
Approval of final EWMP by LARWQCB	April 2016

9. Structural BMP (Section VI.C.4.b.iii.(5))

In accordance with Section VI.C.4.b.iii(5), the Ballona Creek EWMP agencies commit to implementing one structural BMP project that provides meaningful water quality improvement within 30 months of the effective date (June 28, 2015). The City of Los Angeles plans to implement Phase II of the Mar Vista Recreation Center Stormwater Best Management Practices Project to fulfill this requirement for the Ballona Creek EWMP. More information on this project can be found in Attachment 7.

10. LID ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1))

Table 6 summarizes the status of Low Impact Development (LID) ordinances by the various BC EWMP agencies. As presented in Table 6, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by an LID ordinance that is in place or under development.

Table 6. Summary of percent EWMP area addressed by LID ordinances

EWMP agency	Status LID Ordinance	% Area addressed by LID Ordinance
City of Los Angeles	In Place	83.21
County of Los Angeles	Draft Ordinance	4.03
LACFCD	NA	
City of Beverly Hills	Draft Ordinance	4.61
City of Culver City	Draft Ordinance	3.98
City of Inglewood	Draft Ordinance	2.43
City of West Hollywood	Draft Ordinance	1.45
City of Santa Monica	In Place	0.28
Total EWMP Area covered by LID ordinance		100

Status Descriptions:

- In Place – Permittee has adopted an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion in the watershed. For the City of Los Angeles: its LID Ordinance became operative on May 12, 2012. The City of Los Angeles is currently amending sections of the LID Ordinance, as well as its Stormwater and Urban Runoff Pollution Control Ordinance (L.A.M.C. Chapter VI, Article 4.4) to meet all the MS4 permit requirements.
- Draft Ordinance – Permittee has completed or will complete by June 28, 2013 the development of a draft LID Ordinance that is in compliance with the MS4 Permit for its portion in the watershed.

11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))

Table 7 summarizes the status of green street policies by the various BC EWMP agencies. As presented in Table 7, greater than 50% of the land area addressed by the geographical scope of the EMWP is addressed by green streets policies that are in place or under development.

Table 7. Summary of percent EWMP area addressed by Green Street policies

EWMP agency	Status green street policies	% EWMP area
City of Los Angeles	In Place	83.21
County of Los Angeles	Draft Policy	4.03
LACFCD	NA	
City of Beverly Hills	Draft Policy	4.61
City of Culver City	Draft Policy	3.98
City of Inglewood	Draft Policy	2.43
City of West Hollywood	Draft Policy	1.45
City of Santa Monica	In Place	0.28
Total EWMP Area covered by Green Street Policies		100

Status Descriptions:

- In Place – Permittee has adopted a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion in the watershed.
- Draft Policy – Permittee has completed or will complete by June 28, 2013 the development of a draft Green Street Policy that is in compliance with the MS4 Permit for its portion in the watershed.

12. Implementation of watershed control measures during plan development (Sections VI.C.4.b.ii)

The Ballona Creek EWMP agencies have developed several TMDL Implementations with structural and institutional watershed control measures for a multi-pollutant and multi-benefit approach, as well as the timelines for implementation to meet the WQBELs and/or receiving water limitations of the various TMDLs. Table 8 summarizes the TMDL Implementation Plans that have been developed to date. The Ballona Creek EWMP agencies will continue their efforts to implement the actions of the TMDL Implementation Plans concurrently with the development of the Ballona Creek watershed EWMP.

Table 8. Implementation Plans for Ballona Creek watershed TMDLs

Implementation Plan	Agencies	Plan status
Implementation Plan for Ballona Creek Bacteria TMDL	Cities of Los Angeles, Culver City, Beverly Hills, West Hollywood, Inglewood, and Santa Monica; Caltrans	Draft plan submitted 11/25/2009 for LARWQCB review
Implementation Plan for Ballona Creek Metals TMDL	Cities of Los Angeles, Culver City, Beverly Hills, West Hollywood, Inglewood, and Santa Monica; Caltrans	Final plan submitted 10/07/2010
Implementation Plan for Ballona Estuary Toxic Pollutants TMDL	Cities of Los Angeles, Culver City, Beverly Hills, West Hollywood, Inglewood, and Santa Monica; Caltrans	Final plan submitted 06/13/2012
Multi-Pollutant TMDL Implementation Plan for the Unincorporated Area of Ballona Creek	County of Los Angeles	Final plan submitted 10/5/2010 (for Metals TMDL) and 11/14/2012 (for Toxics TMDL); Draft plan (Bacteria TMDL) submitted for LARWQCB review 10/26/2009

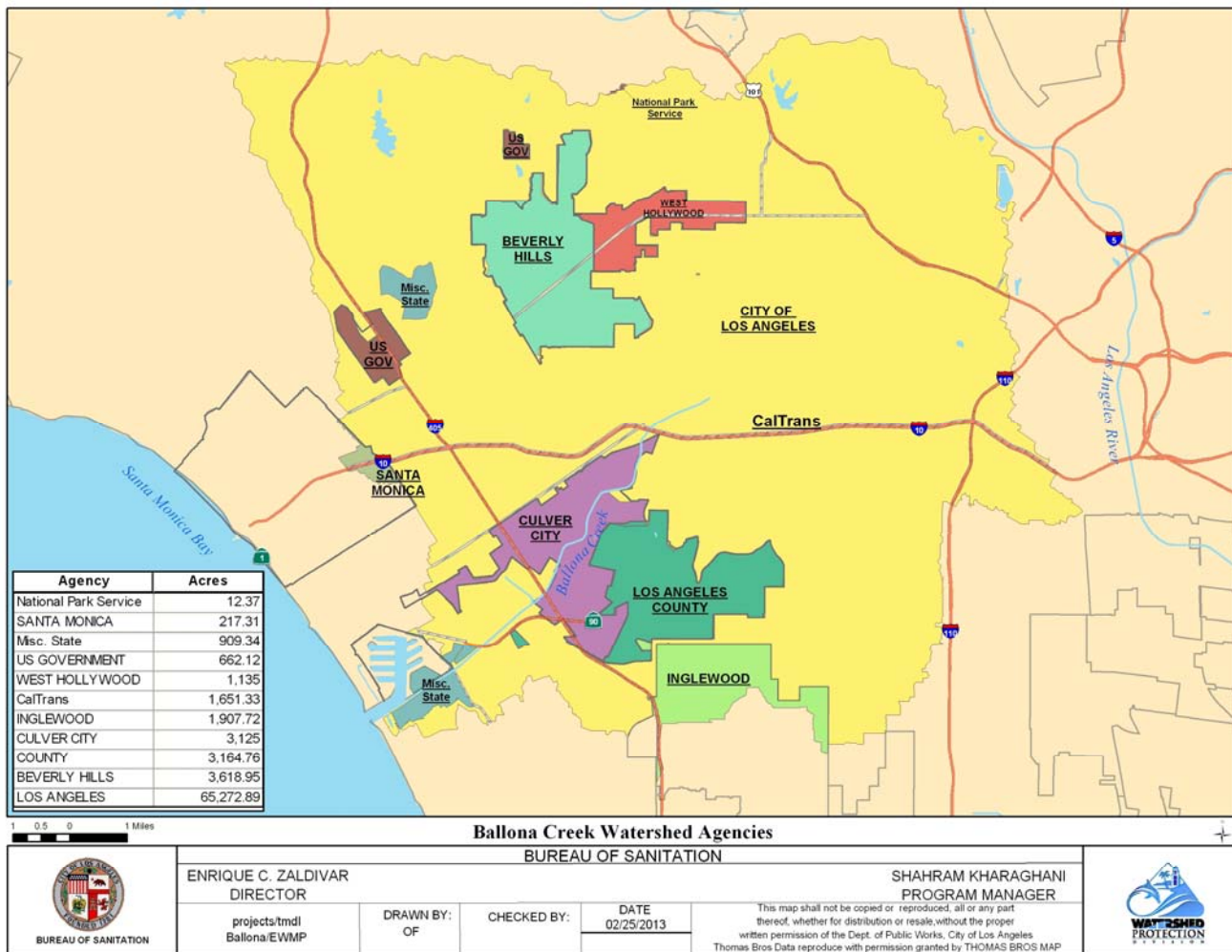
Four TMDLs have interim and/or final compliance milestones prior to the final approval of the EWMP by April 28, 2016 as summarized in Table 2. The Ballona Creek EWMP agencies will continue the implementation of watershed control measures concurrently with EWMP Plan development to ensure compliance with these interim and/or final milestones, as follows:

- **Interim and final milestones of the Ballona Creek Trash TMDL:** Each EWMP agency has developed its own program for compliance with this TMDL. Agency-specific programs and the status of implementation and compliance are provided in Attachment 8.
- **Final dry weather milestone of the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL:** The following EWMP agencies have submitted Time Schedule Order requests for this compliance milestone to the LARWQCB in April 2013: City of Los Angeles, County of Los Angeles, City of Culver City,

City of West Hollywood, City of Beverly Hills, and City of Inglewood. The requests provide for detailed action plans that the agencies collectively and individually will take to ensure compliance with their respective Time Schedule Orders. The City of Santa Monica did not submit a TSO request as all of its dry weather runoff to Ballona Creek is captured and treated by the Westside Water Quality Improvement Project.

- **Final dry weather compliance milestone of the Ballona Creek Metals TMDL**: The final compliance milestone date is January 11, 2016. As included in Attachment 9, monthly monitoring of Ballona Creek has indicated that the concentrations of copper, lead, zinc and selenium during dry weather consistently meet the TMDL receiving water limitations due to the implementation of our current watershed control measures. As such, the Ballona Creek EWMP agencies are on schedule with meeting the dry weather milestones.
- **Interim milestone for the Santa Monica Bay Debris TMDL**: The interim milestone of a 20% reduction from the trash baseline load by March 2016, is already being met through compliance with the Ballona Creek Trash TMDL requirements.

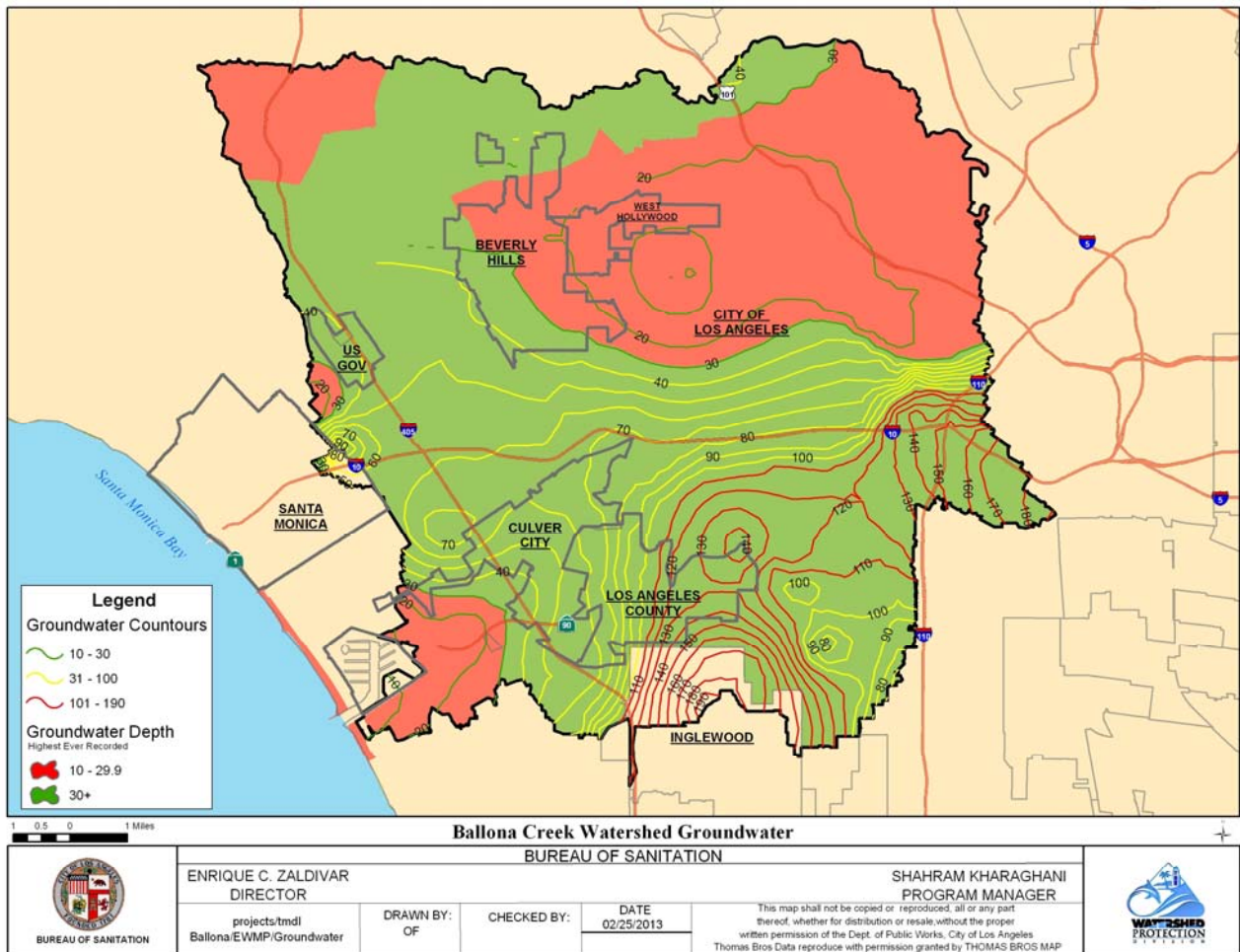
Attachment 1. Ballona Creek watershed and MS4 permittees.



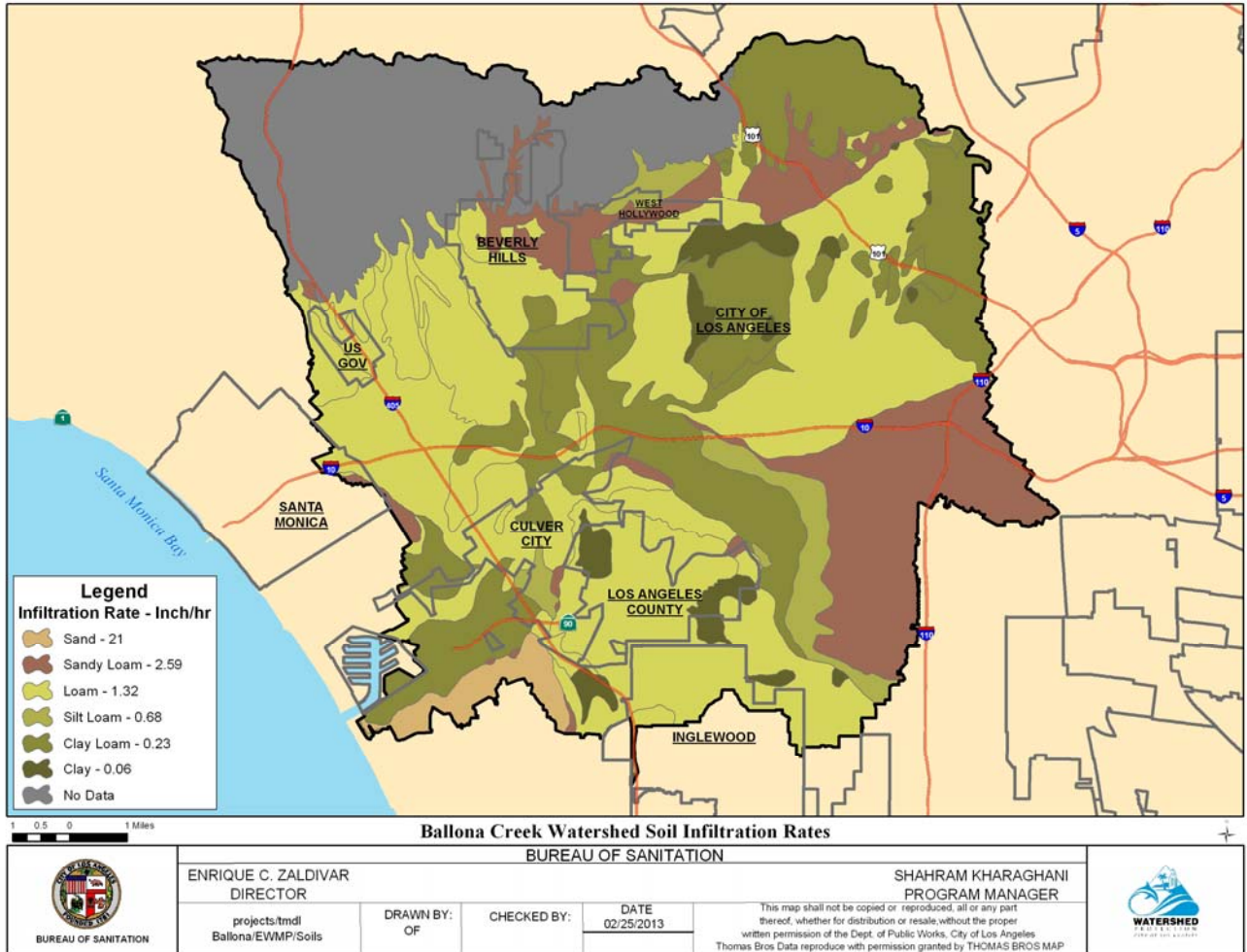
Attachment 2. Open space in Ballona Creek watershed.



Attachment 3. Groundwater level in Ballona Creek watershed.



Attachment 4. Soils and infiltration rates in Ballona Creek watershed.



Attachment 5. Final Draft Memorandum of Understanding for cost sharing of plan development.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES, THE CITY OF BEVERLY HILLS, THE CITY OF CULVER CITY,
THE CITY OF INGLEWOOD, THE CITY OF SANTA MONICA, THE CITY OF WEST
HOLLYWOOD, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE
ENHANCED WATERSHED MANAGEMENT PROGRAM FOR THE BALLONA CREEK
WATERSHED

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between: the City of Los Angeles, a municipal corporation; the City of Beverly Hills, a municipal corporation; the City of Culver City, a municipal corporation; the City of Inglewood, a municipal corporation; the City of Santa Monica, a municipal corporation; the City of West Hollywood, a municipal corporation; the Los Angeles County Flood Control District (LACFCD), a political subdivision of the State of California; and the County of Los Angeles, a political subdivision of the State of California. Collectively, these entities shall be known herein as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (“MS4 Permit”); and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the Parties as the MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Ballona Creek watershed in the Santa Monica Bay Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for the Ballona Creek watershed of the Santa Monica Bay Watershed Management Area to comply with certain elements of the MS4 Permit; and

WHEREAS, the Parties agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOU; and

WHEREAS, the development of an EWMP includes the preparation of a Work Plan, a draft and final Coordinated Integrated Monitoring Program (“CIMP”), and a draft and final Enhanced Watershed Management Program Plan (“EWMP Plan”), collectively referred to herein as “Plans”; and

WHEREAS, the Parties collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant for preparing the Plans that will satisfy the requirements of the MS4 Permit; and

WHEREAS, the Parties have determined that hiring a Consultant to prepare and deliver the Plans will be beneficial to the Parties and they desire to participate and will provide funding in accordance with the cost allocation on Exhibit A; and

WHEREAS, the Parties have agreed that the total cost for developing the Plans shall not exceed \$1,382,903 including the project administration and management cost but excluding 10% contingency; and

WHEREAS, the Parties have agreed to retain the City of Los Angeles to coordinate the services of a Consultant to develop the Plans, the Parties have agreed to share in the cost and pay the City of Los Angeles for these consultant services as provided by Exhibit A of this MOU, and the City of Los Angeles has agreed to act on behalf of all Parties in the preparation of the Plans and the coordination of the consultant services;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal of the Plans to the Regional Board.

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting the Plans to the Regional Board.

Section 5. Term: This MOU shall become effective on the last date of execution by the Parties or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until June 30, 2016. If a Party does not execute this MOU by December 28, 2013, that Party shall be excluded from this MOU and this MOU shall become effective on December 28, 2013 by execution by the remaining Parties.

Section 6. Assessment for Proportional Cost: The Parties agree to pay the City of Los Angeles for preparation and delivery of the Plans in the amounts shown in Table (4) of Exhibit A, based on the total costs shown in Tables (1) and (2) and the cost allocation formula shown in Table (3) of Exhibit A, attached hereto and made part of this MOU by this reference. The City of Los Angeles will invoice the Parties in two installments upon execution of this MOU as shown in Table (4) of Exhibit A, based on the allocated costs for developing the Plans by the Consultant and the project administration and management costs at a percentage of 5% of the allocated costs for development of the Plans. At the end of each fiscal year, the City of Los Angeles will provide the Agencies with a statement with the actual expenditures. Unexpended funds at the termination of this MOU will be returned to the Parties in accordance with the cost allocation formula set forth in Table (3) of Exhibit A.

Section 7. City of Los Angeles agrees:

- a. To solicit proposals for, award and administer a Consultant contract for the preparation and delivery of the Plans. The City of Los Angeles will be compensated for the administration and management of the Consultant contract as described in Exhibit A.
- b. To utilize the funds deposited by the Parties only for the administration of the Consultant contract, project management, and the preparation and completion of the Plans.
- c. To provide the Parties with an electronic copy of the technical memos, draft Plans and completed Plans within 7 business days of receipt from the Consultant.
- d. To invoice the Parties in the amounts and according to the schedule shown in Table (4) of Exhibit A.

- e. To provide an accounting within 90 days after the termination of the MOU or within 90 days after the early termination of the MOU pursuant to Section 11. The City of Los Angeles shall return the unused portion of all funds deposited with the City of Los Angeles in accordance with the cost allocation formula set forth in Table (3) in Exhibit A.

Section 8. The Parties further agree:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, informing administration and council.
- b. To fund the cost of the preparation and delivery of the Plans and to pay the City of Los Angeles for the preparation and delivery of the Plans based on the cost allocation shown in Exhibit A. This includes the costs incurred by the City of Los Angeles for administering the Consultant services between awarding the Consultant contract and the execution of this MOU.
- c. To grant access rights and entry to the City of Los Angeles and the Consultant during the terms of this MOU to the Parties' facilities (i.e. storm drains, channels, catch basins, properties, etc.) ("Facilities") to achieve the purposes of this MOU. Prior to exercising said right of entry, the City of Los Angeles or their Consultant shall provide written notice to the Parties at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the Parties' representatives identified in Exhibit B.

Section 9. Invoice and Payment

- a. Payment: The Parties shall pay the City of Los Angeles their proportional share of the cost for the preparation and delivery of the Plans and project administration and management as shown in Table (4) of Exhibit A. Payments are due within sixty (60) days of receiving the invoice from the City of Los Angeles.
- b. Invoice: The City of Los Angeles will invoice Parties in two installments in the amounts shown in Table (4) of Exhibit A. The first invoice will be sent upon execution of this MOU or in January 2014, whichever comes first. The second invoice will be sent in July 2014.
- c. Contingency: The City of Los Angeles will notify the Parties if actual expenditures are anticipated to exceed the cost estimates contained in Exhibits A and obtain approval of such

expenditures from all Parties. Upon approval, the Parties agree to reimburse the City of Los Angeles for their proportional share of these additional expenditures at an amount not to exceed 10% of the original cost estimate as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10% contingency will require an amendment of this MOU.

Section 10. Indemnification

Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOU; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

- a. This MOU may be terminated upon the express written agreement of all Parties. If this MOU is terminated, all Parties must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by all Parties. Rights to uncompleted work by the Consultant still under contract will be held by the Party or Parties who fund the completion of such work.
- b. If a Party fails to substantially comply with any of the terms or conditions of this MOU, that Party shall forfeit its rights to work completed through this MOU, but no such forfeiture shall

occur unless and until the defaulting Party has first been given notice of its default and a reasonable opportunity to cure the alleged default.

Section 12. General Provisions

- a) Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit B. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b) Administration. For the purpose of this MOU, the parties hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. 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.
- d) Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties. This section applies to, but is not limited to, amendments proposed to address regulatory changes in the MS4 permit, modifications to the Scope of Work, or changes in the number of Parties to this MOU. For the City of Los Angeles, the Director of Bureau of Sanitation or his/her designee is authorized to execute such amendments.

- f) Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

- g) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

- h) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.

- i) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

- j) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

- k) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

- l) All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

CITY OF LOS ANGELES

Date: _____

By: _____

Capri W. Maddox, President

Board of Public Works

ATTEST:

By: _____

June Lagmay

City Clerk

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

By: _____

John A. Carvalho

Deputy City Attorney

CITY OF BEVERLY HILLS

Date: _____

By: _____

Jeffrey C. Kolin, City Manager

ATTEST:

Mahdi Aluzri

Acting Director of Public

Works & Transportation

APPROVED AS TO FORM:

By: _____

Laurence Wiener

City Attorney

CITY OF CULVER CITY

Date: _____

By: _____

P. Lamont Ewell

City Manager

APPROVED AS TO CONTENT

Charles Herbertson,

Public Works Director

APPROVED AS TO FINANCING:

Chief Financial Officer

APPROVED AS TO FORM:

By: _____

Carol Schwab

City Attorney

CITY OF INGLEWOOD

Date: _____

By: _____

Roosevelt F. Dorn

Mayor

ATTEST:

By: _____

Yvonne Horton

City Clerk

APPROVED AS TO FORM:

By: _____

Cal Saunders

City Attorney

CITY OF SANTA MONICA

Date: _____

By: _____

Rod Gould, City Manager

ATTEST:

By: _____

Sarah P. Gorman

City Clerk

APPROVED AS TO FORM:

By: _____

Marsha Jones Moutrie,

City Attorney

CITY OF WEST HOLLYWOOD

Date: _____

By: _____

Paul Arevalo

City Manager

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Michael Jenkins

City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____

Chief Engineer

APPROVED AS TO FORM:

John F. Krattli

County Counsel

By

Deputy

Date

COUNTY OF LOS ANGELES

By

GAIL FARBER

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By

Deputy

Date

EXHIBIT A

Total estimated cost, cost-sharing and City of Los Angeles invoicing for Ballona Creek Enhanced Watershed Management Program: development of Work Plan, Coordinated Integrated Monitoring Program, EWMP Plan

Table 1. Estimated Consultant Contract Cost

Deliverable	Due Date	Estimated Cost
Work Plan	June 28, 2014	\$269,300
CIMP	June 28, 2014	\$154,045
EWMP Plan	June 28, 2015 (draft plan) January 28, 2016 (final plan)	\$659,495
Project Management, Coordination & Meetings	Ongoing	\$234,210
Estimated Contract Cost	-	\$ 1,317,050

Table 2. Estimated Total Cost and LACFCD Contribution

Item	Estimated Cost
Contract	\$1,317,050
Project Administration & Management (5%)	\$65,853
Estimated Total Cost	\$1,382,903
LACFCD Contribution (10%)	-\$138,290
Cost for area cost sharing	\$1,244,613

Table 3. Cost Allocation Formula for Area Cost Sharing and Estimated Total Cost by Party

Party	Acres	Percent of Area ⁽¹⁾ (%)	Total Cost
City of Los Angeles	65,272.89	83.21	\$1,035,642
City of Beverly Hills	3,618.95	4.62	\$57,501
City of Culver City	3,125.00	3.98	\$49,536
City of Inglewood	1,907.72	2.43	\$30,244
City of Santa Monica	217.31	0.28	\$3,485
City of West Hollywood	1,135.00	1.45	\$18,047
County of Los Angeles	3,164.76	4.03	\$50,158
LACFCD	NA	NA	\$138,290
Total	78,441.63	100	\$1,382,903

¹ Areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Ballona Creek watershed.

Table 4. City of Los Angeles Invoicing Schedule and Invoice Amounts to Parties

Party	First Invoice (Jan 2014)	Second Invoice (Jul 2014)	Total Invoice Amount	Contingency (10%)¹	Total Cost including Contingency
City of Beverly Hills	\$28,750.50	\$28,750.50	\$57,501.00	\$5,750.10	\$63,251.10
City of Culver City	\$24,768.00	\$24,768.00	\$49,536.00	\$4,953.60	\$54,489.60
City of Inglewood	\$15,122.00	\$15,122.00	\$30,244.00	\$3,024.40	\$33,268.40
City of Santa Monica	\$1,742.50	\$1,742.50	\$3,485.00	\$348.50	\$3,833.50
City of West Hollywood	\$9,023.50	\$9,023.50	\$18,047.00	\$1,804.70	\$19,851.70
County of Los Angeles	\$25,079.00	\$25,079.00	\$50,158.00	\$5,015.80	\$55,273.80
LACFCD	\$69,145.00	\$69,145.00	\$138,290.00	\$13,829.00	\$152,119.00

¹Contingency is 10% of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

EXHIBIT B

Ballona Creek Watershed Party Representatives

1. City of Los Angeles
Department of Public Works
Bureau of Sanitation, Watershed Protection Division
1149 S. Broadway
Los Angeles, CA 90015
Party Representative: Shahram Kharaghani, Division Manager
E-mail: Shahram.Kharaghani@Lacity.org
Phone: (213) 485-0587
Fax: (213) 485-3939

2. City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA90210
Party Representative: Daniel Cartagena, Senior Management Analyst
dcartagena@beverlyhills.org
Phone No.: (310) 285-1189
Fax: (310) 278-1838

3. City of Culver City
9770 Culver Blvd., 2nd Floor
Culver City, CA90232-0507
Party Representative: Charles D. Herbertson, Director of Public Works/City Engineer
charles.herbertson@culvercity.org
Phone No.: (310) 253-5630
Fax: (310) 253-5626

4. City of Inglewood
Public Works Department
1 Manchester Blvd.
Inglewood, CA90301
Party Representative: Lauren Amimoto, Senior Administrative Analyst
lamimoto@cityofinglewood.org
Phone No.: (310) 412-5192
Fax: (310) 412-5552


5. City of Santa Monica
Public Works Department
Civil Engineering Division
1437 4th Street, Suite 300
Santa Monica, CA90401
Rick Valte
[Email](mailto:rick.valte@smgov.net): rick.valte@smgov.net
Phone No.: (310) 458-8234
Fax: (310) 393-4425

6. City of West Hollywood
Department of Transportation and Public Works
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216
Party Representative: Sharon Perlstein, City Engineer
Sperlstein@weho.org
Phone No.: (323) 848-6368
Fax: (323) 848-6564

7. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Party Representative: Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

8. Los Angeles County Flood Control District
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Party Representative: Gary Hildebrand
E-mail: GHILDEB@dpw.lacounty.gov
Phone: (626) 458-4300
Fax: (626) 457-1526

Attachment 6. Letters of intent by Ballona Creek EWMP agencies.

<p>BOARD OF PUBLIC WORKS — COMMISSIONERS — CAPRI W. MADDOX PRESIDENT VALERIE LYNNE SHAW VICE PRESIDENT STEVEN T. NUTTBR PRESIDENT PRO TEMPORE WARREN T. FURUTANI COMMISSIONER JERILYN LÓPEZ-MENDOZA COMMISSIONER</p>	<p>CITY OF LOS ANGELES CALIFORNIA</p>  <p>ANTONIO R. VILLARAIGOSA MAYOR</p>	<p>BUREAU OF SANITATION — ENRIQUE C. ZALDIVAR DIRECTOR TRACI J. MINAMIDE CHIEF OPERATING OFFICER VAROUJ S. ABKIAN ADEL H. HAGEKHALIL ALEXANDER E. HELLOU ASSISTANT DIRECTORS NEIL M. GUGLIELMO ACTING CHIEF FINANCIAL OFFICER — WATERSHED PROTECTION DIVISION 1149 SOUTH BROADWAY, 18TH FLOOR LOS ANGELES, CA 90015 TEL: (213) 485-0687 FAX: (213) 485-3939</p>
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June 20, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

Dear Mr. Unger:


CITY OF LOS ANGELES COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE BALLONA CREEK WATERSHED

The City of Los Angeles submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The Ballona Creek Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Beverly Hills, the City of Culver City, the City of Inglewood, the City of Santa Monica, and the City of West Hollywood. The final draft agreement to fund program development by the Ballona Creek Watershed Group has been included in the Notice of Intent and the City of Los Angeles is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact me at shahram.kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Huub Cox at huhertus.cox@lacity.org or phone (213) 485-3984.


Sincerely,



SHAHRAM KHARAGHANI, Ph.D., P.E., BCEE
Program Manager

SK:HC:RT
WPDCR9038

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recycle this and make your neighborhood greener 

Mr. Sam Unger
City of Los Angeles Letter of Intent for Ballona Creek Watershed
June 20, 2013
Page 2

cc: Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Enrique Zaldivar, City of Los Angeles, BOS
Adel Hagekhalil, City of Los Angeles, BOS
Gary Hildebrand, County of Los Angeles
Daniel Cartagena, City of Beverly Hills
Sharon Perlstein, City of West Hollywood
Damian Skinner, City of Culver City
Lauren Amlimoto, City of Inglewood
Rick Valte, City of Santa Monica



GAIL FARBER, Director

COUNTY OF LOS ANGELES**DEPARTMENT OF PUBLIC WORKS***"To Enrich Lives Through Effective and Caring Service"*900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460IN REPLY PLEASE
REFER TO FILE: **WM-7**

June 24, 2013

Mr. Samuel Unger, P.E.
Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
BALLONA CREEK WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek Watershed. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit) and the CIMP requirements of Section IV.C.1 of Attachment E of the Municipal Separate Storm Sewer System Permit.

The Ballona Creek EWMP agencies consist of the following: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County of Los Angeles, LACFCD, and cities of Beverly Hills, Culver City, Inglewood, Santa Monica, and West Hollywood. The Ballona Creek EWMP agencies have included a final draft Memorandum of Understanding as Attachment 5 of the Notice of Intent. The LACFCD intends to submit a final Memorandum of Understanding to the County of Los Angeles Board of Supervisors (which is the LACFCD's governing body) for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact Ms. Terri Grant at (626) 458-4309 or tgrant@dpw.lacounty.gov.

Very truly yours,



 GAIL FARBER
Chief Engineer of the Los Angeles County Flood Control District

RP:jht

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cc: City of Beverly Hills
City of Culver City
City of Inglewood
City of Los Angeles
City of Santa Monica
City of West Hollywood



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE: **WM-7**

June 24, 2013

Mr. Samuel Unger, P.E., Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**LETTER OF INTENT – COUNTY OF LOS ANGELES
BALLONA CREEK WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

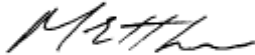
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek Watershed. This Letter of Intent serves to satisfy the EWMP notification requirements of Section VI.C.4.b.iii(3) of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System Permit) and the CIMP requirements of Section IV.C.1 of Attachment E of the Municipal Separate Storm Sewer System Permit.

The Ballona Creek EWMP agencies consist of the following: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County, Los Angeles County Flood Control District, and cities of Beverly Hills, Culver City, Inglewood, Santa Monica, and West Hollywood. The Ballona Creek EWMP agencies have included a final draft Memorandum of Understanding as Attachment 5 of the Notice of Intent. The County intends to submit a final Memorandum of Understanding to its Board of Supervisors for approval prior to December 28, 2013.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact Ms. Angela George at (626) 458-4325 or ageorge@dpw.lacounty.gov.

Very truly yours,



RF
GAIL FARBER
Director of Public Works

RP:jht

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cc: City of Beverly Hills
City of Culver City
City of Inglewood
City of Los Angeles
City of Santa Monica
City of West Hollywood



Jeffrey Kolin, City Manager

June 3, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

CITY OF BEVERLY HILLS COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE BALLONA CREEK WATERSHED

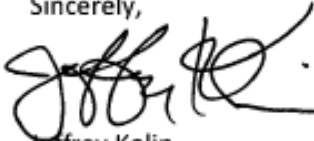
Dear Mr. Unger,

The City of Beverly Hills submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The Ballona Creek Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Beverly Hills, the City of Culver City, the City of Inglewood, the City of Santa Monica, and the City of West Hollywood. The final draft agreement to fund program development by the Ballona Creek Watershed Group has been included in the Notice of Intent and the City of Beverly Hills is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact Daniel E. Cartagena at 310.285.1189 or dcartagena@beverlyhills.org.

Sincerely,



Jeffrey Kolin
City Manager,
City of Beverly Hills

cc: Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Daniel Cartagena, City of Beverly Hills
Sharon Perlstein, City of West Hollywood
Damian Skinner, City of Culver City
Lauren Amimoto, City of Inglewood
Rick Valte, City of Santa Monica



**CITY OF
WEST HOLLYWOOD**

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6400
FAX: (323) 848-6562

TTY: For hearing impaired
(323) 848-6496

**OFFICE OF THE
CITY MANAGER**

PAUL AREVALO
CITY MANAGER

May 30, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

**CITY OF WEST HOLLYWOOD COMMITMENT TO PARTICIPATE IN
AND SHARE THE COST FOR DEVELOPMENT OF AN ENHANCED
WATERSHED MANAGEMENT PROGRAM AND COORDINATED
INTEGRATED MONITORING PROGRAM FOR THE BALLONA CREEK
WATERSHED**

Dear Mr. Unger;

The City of West Hollywood submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The Ballona Creek Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Beverly Hills, the City of Culver City, the City of Inglewood, the City of Santa Monica, and the City of West Hollywood. The final draft agreement to fund program development by the Ballona Creek Watershed Group has been included in the Notice of Intent and the City of West Hollywood is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact Sharon Perlatein, City Engineer, at (323) 848 6383.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Arevalo".

Paul Arevalo
City Manager



**CITY OF
WEST HOLLYWOOD**

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region

Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region

Shahram Kharaghani, City of Los Angeles

Gary Hildebrand, County of Los Angeles

Daniel Cartagena, City of Beverly Hills

Sharon Perlstein, City of West Hollywood

Damian Skinner, City of Culver City

Lauren Amimoto, City of Inglewood

Rick Valte, City of Santa Monica



Charles D. Herbertson, P.E., L.S.
Public Works Director/City Engineer

Damian Skinner
Environmental Programs & Operations
Division Manager

Culver CITY
PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL PROGRAMS & OPERATIONS DIVISION
9505 Jefferson Boulevard, Culver City, California, 90232



(310) 253-6445
FAX (310) 253-6430

June 3, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, CA 90013

ATTN: Renee Purdy

CITY OF CULVER CITY'S COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE BALLONA CREEK WATERSHED

Dear Mr. Unger,

The City of Culver City submits this Letter of Intent (LOI) with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed as outlined in the Notice of Intent (NOI) submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the Municipal Separate Storm Sewer System Permit (MS4 Permit), Order No. R4-2012-0175, and the CIMP notification specified in Attachment E, Section IV.C.1.

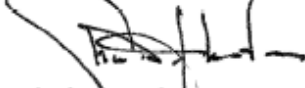
The Ballona Creek Watershed Group consists of the following MS4 Permittees:

- City of Los Angeles, lead agency for EWMP/CIMP development;
- County of Los Angeles and Los Angeles County Flood Control District;
- Cities of Beverly Hills, Culver City, Inglewood, Santa Monica and West Hollywood.

The final draft agreement to fund program development by the Ballona Creek Watershed Group has been included in the NOI and the City of Culver City is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact Damian Skinner at (310) 253-6421 or damian.skinner@culvercity.org.

Sincerely,



Charles D. Herbertson, P.E., P.L.S.
Director of Public Works & City Engineer

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Daniel Cartagena, City of Beverly Hills
Sharon Perstein, City of West Hollywood
Damian Skinner, City of Culver City
Lauren Amimoto, City of Inglewood
Rick Valte, City of Santa Monica

Culver City Employees take pride in effectively providing the highest levels of service to enrich the quality of life for the community by building on our tradition of more than seventy-five years of public services, by our present commitment, and by our dedication to meet the challenges of the future

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Inglewood



California

Public Works Department

ONE MANCHESTER BOULEVARD / INGLEWOOD, CA. 90301 / P.O. BOX 6500 / INGLEWOOD, CA. 90312

Telephone (310) 412-5333 / Fax (310) 412-5552

www.cityofinglewood.org

LOUIS A. ATWELL, P.E.
PUBLIC WORKS DIRECTOR

June 11, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy


CITY OF INGLEWOOD'S COMMITMENT TO PARTICIPATE IN AND SHARE THE COST OF DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR BALLONA CREEK WATERSHED

Dear Mr. Unger:

The City of Inglewood (City) submits this letter of intent with our commitment to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed by the Ballona Creek Watershed Group as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements as provided by Attachment E Section IV.C.1. The Ballona Creek Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Beverly Hills, the City of Culver City, the City of Inglewood, the City of Santa Monica, and the City of West Hollywood. This letter of intent is also to satisfy the requirements of Part VI.C.4.b.iii.(3) in the new MS4 Permit. The final draft agreement to fund plan development by the Ballona Creek Watershed Group has been included in the Notice of Intent and the City is committed to execute this agreement prior to December 28, 2013.

Should you have any questions regarding this correspondence, please contact Lauren Amimoto, Senior Administrative Analyst at (310) 412-5192 or by email at lamimoto@cityofinglewood.org

Sincerely,



Louis A. Atwell, PE
Director of Public Works

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Daniel Cartagena, City of Beverly Hills
Sharon Perlstein, City of West Hollywood
Damian Skinner, City of Culver City
Lauren Amimoto, City of Inglewood
Rick Valte, City of Santa Monica



Office of the City Manager
1685 Main Street
PO Box 2200
Santa Monica, California 90407-2200

June 17, 2013

Samuel Unger, Executive Officer
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Attention: Renee Purdy

CITY OF SANTA MONICA COMMITMENT TO PARTICIPATE IN AND SHARE THE COST FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE JURISDICTIONAL GROUPS 2 AND 3 (J2 and J3) OF THE SANTA MONICA BAY WATERSHED

Dear Mr. Unger;

The CITY OF SANTA MONICA submits this letter of intent with our commitment to participate in and share the cost for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for J2 and J3 of the Santa Monica Bay watershed as outlined in the Notice of Intent submitted by the City of Los Angeles to meet the requirements of Part VI.C.4.b of the MS4 Permit (Order No. R4-2012-0175) and the CIMP notification requirements specified in Attachment E Section IV.C.1.

The J2 and J3 of the Santa Monica Bay Watershed Group consists of the following MS4 Permittees: the City of Los Angeles (lead agency for EWMP and CIMP development), the County of Los Angeles, Los Angeles County Flood Control District, the City of Santa Monica, and the City of El Segundo. The final draft agreement to fund program development by J2 and J3 of the Santa Monica Bay Watershed Group has been included in the Notice of Intent and the CITY OF SANTA MONICA is committed to execute this agreement prior to December 28, 2013.

tel: 310 458-8301 • fax: 310 917-6640

Should you have any questions regarding this correspondence, please contact Rick Valte at (310) 458-8234.

Sincerely,



ROD GOULD
City Manager

cc:

Renee Purdy, California Regional Water Quality Control Board, Los Angeles Region
Ivar Ridgeway, California Regional Water Quality Control Board, Los Angeles Region
Shahram Kharaghani, City of Los Angeles
Gary Hildebrand, County of Los Angeles
Rick Valte, City of Santa Monica
Stephanie Katsouleas, City of El Segundo

Attachment 7. Mar Vista Recreation Center Stormwater BMP Project Fact Sheet.

Mar Vista Recreation Center Stormwater Best Management Practices Project

Project Description

This project involves construction in two phases to clean urban runoff from an existing 78-inch storm drain in Sawtelle Blvd. and to use the water for irrigation in Mar Vista Park. Phase I facilities include: 1) storm drain diversion structure; 2) trash maintenance hole; 3) stormwater lift station; 4) hydrodynamic separator; 5) 270,000-gallon underground detention tank; 6) disinfection facility; 7) overflow/return piping; and 8) pump and control systems. Phase I was completed by the end of 2010 and the project is currently operated at limited capacity as a treat & release facility. The objective of Phase II is to include an irrigation system to beneficially use the treated water at the park, to increase the treatment capacity of the facility and associated pollutant load reductions, and to conduct a facility optimization project to fine-tune the grey and green infrastructure components of the project and optimize overall performance of the facility.



Project Location

The project is located at the Mar Vista Recreation Center in the 11th Council District. The park, located west of the 405 Freeway at the corner of Sawtelle Blvd and Palms Blvd, is owned and operated by the City of Los Angeles Department of Recreation and Parks. The project will capture dry and wet weather runoff from a 243-acre drainage area that is predominantly made up of high-density residential neighborhoods and transportation corridors within the Ballona Creek watershed.



Targeted Pollutants & Other Project Benefits

The primary objective of the project is to remove bacteria from urban runoff in the Mar Vista subwatershed, but the project will also capture other pollutants of concern, such as trash, oil & grease, suspended sediments, and heavy metals. Whereas Phase I of the project will treat and return the runoff to the storm drain system, Phase II of the project will treat and retain the runoff for on-site uses thereby increasing the volumetric capacity of the facility and increasing the pollutant load reductions of, in particular, metals and toxics. Collectively, Phases I and II of the Mar Vista Recreation Center Stormwater BMP Project will assist

the watershed to comply with the Ballona Creek TMDL regulations for indicator bacteria and metals, and the Ballona Estuary TMDL for toxic pollutants. In addition, the project will also support local water conservation efforts by using the cleaned water for irrigation.

Schedule & Project Funding

Phase I has been completed. The estimated total cost to design and construct Phase II is approximately \$1.5 million. Phase II is expected to be completed by December 2014.



Attachment 7. Mar Vista Recreation Center Stormwater BMP Project Phase II Fact Sheet

Mar Vista Recreation Center Stormwater BMP Project Phase II includes the following stormwater beneficial reuse components:

- Stormwater drip irrigation system for 43 shrubs, 86 bushes, and 68 trees
- Installation of a irrigation pump station and associated components
- Creation of 3,800 square feet of plant community
- Installation of back-flow prevention system
- Construction of flow containment curbs

The Phase II project components are expected remove 6,000 gallons per day (5.5 acre-ft/year) of stormwater and provide additional storage space for the underground cisterns that were constructed during Phase I. Additionally, as described in Table 7A, total recoverable metals such as Copper, Lead, and Zinc will be removed.

Table 7A. Water Quality Benefits provided by Mar Vista Stormwater BMP Phase II.

WATER QUALITY BENEFITS													
Total Recoverable Metals in Kilograms removed by Mar Vista Rec Center Stormwater Quality Improvement Phase II in a typical year**													
	Jan	Feb	Mar*	Apr*	May	Jun	Jul	Aug	Sep	Oct*	Nov*	Dec*	TOTAL
Cu	0.78	0.15	0.609	0.73	0.15	0.21	0.20	0.29	0.24	3.498	5.655	0.52	13.0
Pb	0.19	0.013	0.332	0.28	0.006	0.018	0.02	0.04	0.03	1.049	1.413	0.13	3.52
Zn	5.11	0.62	3.861	3.48	0.343	1.10	0.89	1.55	0.77	59.28	22.64	2.84	102
*Wet-weather samples.													
**Metal concentrations from sampling station BC-4 (Sepulveda Channel) during 2012 calender year are used.													

Attachment 8. Specific actions and status of compliance by EWMP agencies for compliance with interim and final milestones of the Ballona Creek Trash TMDL.

EWMP agency	Implementation status Ballona Creek Trash TMDL
City of Los Angeles	As of December 2012, City has retrofitted approximately 28,700 catch basins with screens, installed 3 mainline hydrodynamic devices and 10 netting systems and is on target for the 90% interim milestone. 100% compliance will be demonstrated through the City's Trash TMDL Quantification Study of Institutional Measures.
County of Los Angeles	319 out of a total of 399 catch basins have been retrofitted with full capture devices. The remaining 80 catch basins will be retrofitted by 2014 to meet the 100% milestone.
LACFCD	NA
City of Beverly Hills	The City of Beverly Hills remains committed to achieve minimum control of the 9 measures listed in the current MS4 Permit relative to trash management with such programs as: An enhanced weekly citywide street sweeping program and daily service of approximately 200 trash receptacles located throughout the City's public right-of-way. Further, Beverly Hills has budgeted \$900,000 towards the installation of Trash Excluders for all City-owned stormdrains to meet 2015 Trash Effluent Limitations.
City of Culver City	On schedule for interim milestones through institutional measures including street sweeping, trash receptacles, and catch basin cleaning. Currently, two CDS units have been installed (serving 54 catch basins), 206 catch basins have been equipped with ARS and 152 catch basins with CPS. Remaining catch basins will be retrofitted by end of 2013.
City of Inglewood	On schedule for interim milestones through institutional measures including street sweeping, trash receptacles, and catch basin cleaning. Currently, 205 city owned catch basins are being retrofitted with a Connector Pipe Screen (CPS) devices and the city is in the process of obtaining a permit from Los Angeles County to retrofit an additional 200 county owned catch basins with CPS.
City of West Hollywood	On schedule with interim and final TMDL milestones through implementation of multiple of institutional measures including street sweeping, trash collection, catch basin cleaning, outreach, and enforcement. As of December 2012, 150 catch basins have been retrofitted with screens or inserts.
City of Santa Monica	A full-capture trash BMP at the Westside Water Quality Improvement Project has been installed to remove trash from all runoff from City of Santa Monica to Ballona Creek.

Attachment 9. Summary of Ballona Creek Metals TMDL monitoring.

The following table provides the percentage of the watershed area that meets the dry weather waste load allocations for total metals. Total metals were determined on a monthly basis at four sampling locations along Ballona Creek as specified in the Coordinated Monitoring Plan for the Ballona Creek Metals TMDL.

Sampling Date	Percent Area Meeting WLA			
	Total Copper	Total Lead	Total Selenium	Total Zinc
02/05/2009	100%	100%	100%	100%
03/12/2009	100%	100%	100%	100%
04/29/2009	100%	100%	100%	100%
05/14/2009	98%	100%	100%	100%
06/04/2009	58%	100%	100%	100%
07/14/2009	98%	100%	100%	100%
08/11/2009	80%	100%	100%	100%
09/01/2009	100%	100%	100%	100%
10/06/2009	38%	100%	100%	100%
11/10/2009	100%	100%	100%	100%
12/21/2009	100%	100%	100%	100%
1/25/2010	100%	100%	100%	100%
2/17/2010	100%	100%	100%	100%
3/9/2010	100%	100%	100%	100%
4/7/2010	100%	100%	100%	100%
5/17/2010	62%	100%	100%	100%
6/28/2010	100%	100%	100%	100%
7/13/2010	100%	100%	100%	100%
8/10/2010	100%	100%	100%	100%
9/13/2010	80%	100%	100%	100%
04/25/2011	100%	100%	100%	100%
06/14/2011	100%	100%	100%	100%
07/12/2011	100%	100%	100%	100%
08/23/2011	100%	100%	100%	100%
09/13/2011	100%	100%	100%	100%
2/22/2012	100%	100%	100%	100%
5/15/2012	100%	100%	100%	100%