

ATTACHMENT A
Part 6

Notices of Intent

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

WARREN T. FURUTANI
COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION
1149 SOUTH BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90016
TEL: (213) 485-0587
FAX: (213) 485-3939

June 27, 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:

**SUBMITTAL OF NOTICE OF INTENT FOR DEVELOPMENT OF ENHANCED WATERSHED
MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR
THE BALLONA CREEK WATERSHED**

Please find attached the Notice of Intent (NOI) for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek watershed. All MS4 permittees in the Ballona Creek watershed have agreed to a collaborative approach in meeting the requirements of the new MS4 Permit by Order No.R4-2012-0175. The City of Los Angeles, as lead agency for the Ballona Creek watershed, has prepared this Notice of Intent on behalf of itself, the County of Los Angeles and Los Angeles County Flood Control District, and the Cities of Culver City, Beverly Hills, West Hollywood, Inglewood, and Santa Monica. All agencies have reviewed and approved this NOI for submission to your Board, and we appreciate the collaboration by all MS4 co-permittees in the preparation of the NOI materials.

The attached document satisfies the requirements for submitting the NOI as provided by Part VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. We look forward to continuing the process of plan developments for the Ballona Creek watershed with the Technical Advisory Committee, the Los Angeles Regional Water Quality Control Board, and other watershed stakeholders. Should you have any questions about this submittal, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Hubertus Cox at Hubertus.Cox@lacity.org or phone (213) 485-3984.

Sincerely


SHAHRAM KHARAGHANI, Ph.D., PE, BCEE
Program Manager

SK:HC:RT
WPDCR9045

Attachment

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste 

Mr. Samuel Unger, Executive Officer

June 27, 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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
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

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

June 27, 2013

This Page is Intentionally Left Blank

TABLE OF CONTENTS

- 1. Introduction.....1
- 2. Notification of Intent (Section VI.C.4.b.i and Attachment E Section IV.C.1.)1
- 3. Interim and final TMDL compliance deadlines (Section VI.C.4.b.ii)1
- 4. Geographical scope (Section VI.C.4.b.iii.(1))3
- 5. Plan concept (Section VI.C.4.b.iii.(1)).....4
- 6. Cost estimate (Section VI.C.4.b.iii.(2))5
- 7. Memorandum of Understanding (Section VI.C.4.b.iii.(3))5
- 8. Interim milestones and deadlines for plan development (section VI.C.4.b.iii.(4)).....5
- 9. Structural BMP (Section VI.C.4.b.iii.(5))6
- 10. LID ordinance (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (1))7
- 11. Green street polices (Sections VI.C.4.b.iii.(6) and VI.C.4.c.iv. (2))7
- 12. Implementation of watershed control measures
during plan development (Sections VI.C.4.b.ii)8

TABLE OF CONTENTS

Attachment 1. Ballona Creek watershed and MS4 permittees.	10
Attachment 2. Open space in Ballona Creek watershed.....	11
Attachment 3. Groundwater level in Ballona Creek watershed.....	12
Attachment 4. Soils and infiltration rates in Ballona Creek watershed.....	13
Attachment 5. Final Draft Memorandum of Understanding for cost sharing of plan development.....	14
Attachment 6. Letters of intent by Ballona Creek EWMP agencies.....	34
Attachment 7. Fact sheet Mar Vista Recreation Center Stormwater BMP Project.....	50
Attachment 8. Specific actions and status of compliance by EWMP agencies for compliance with interim and final milestones of the Ballona Creek Trash TMDL.....	51
Attachment 9. Summary of Ballona Creek Metals TMDL monitoring.....	52

(Table of Contents, Page 2 of 2)

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	2006-011	01/11/2006
Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL	2007-015	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 to 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 policies (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

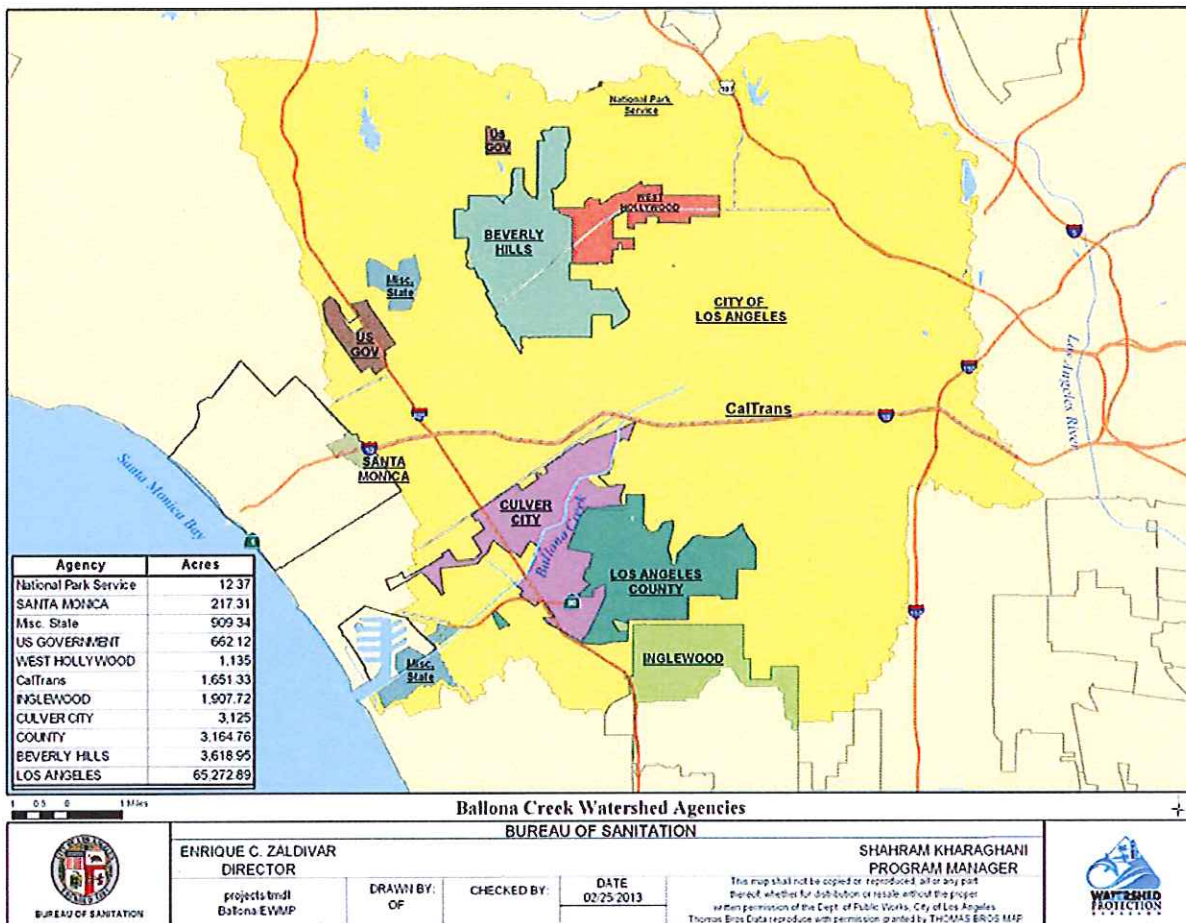
Four TMDLs have interim and/or final compliance milestones prior to the final approval of the EWMP by April 28, 2016 as summarized in Table 2. The Ballona Creek EWMP agencies will continue the implementation of watershed control measures concurrently with EWMP Plan development to ensure compliance with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

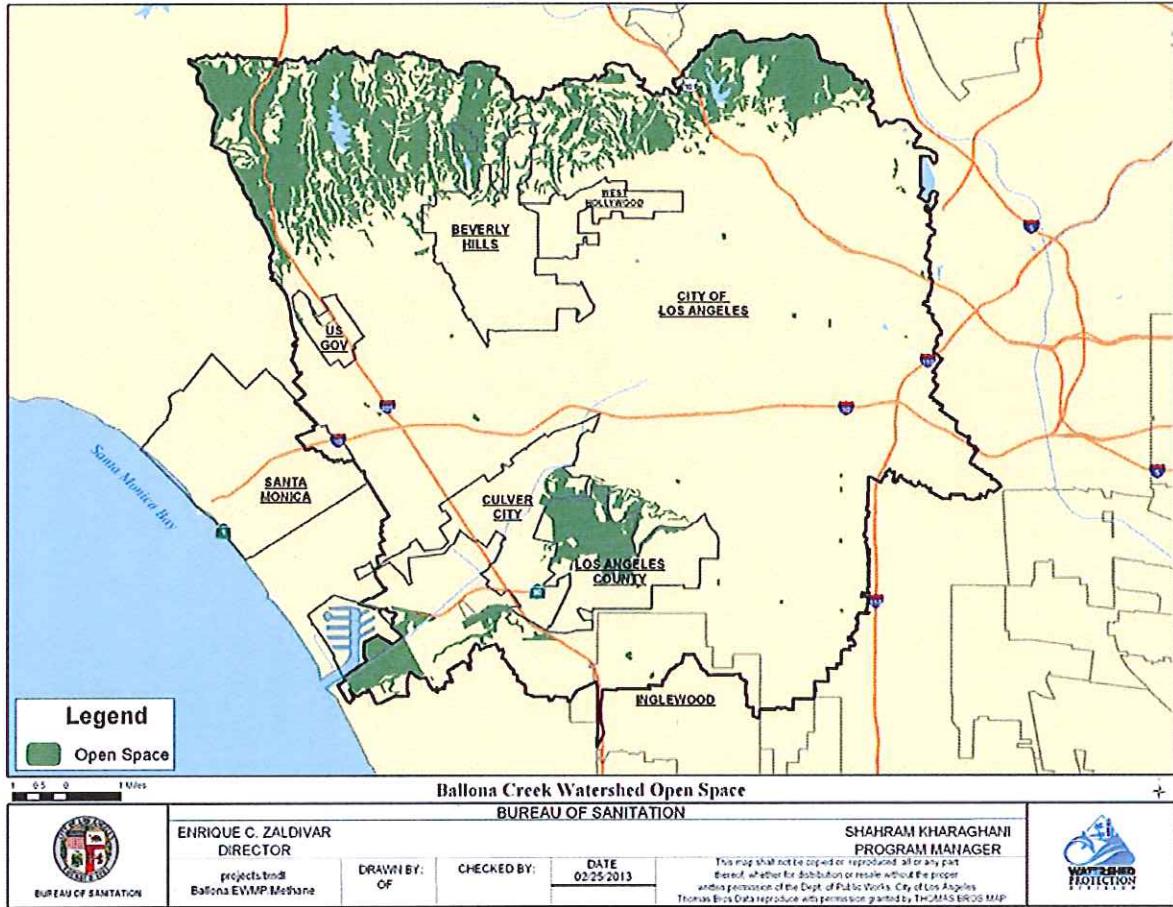
City of West Hollywood, City of Beverly Hills, and City of Inglewood. The requests provide for detailed action plans that the agencies collectively and individually will take to ensure compliance with their respective Time Schedule Orders. The City of Santa Monica did not submit a TSO request as all 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.

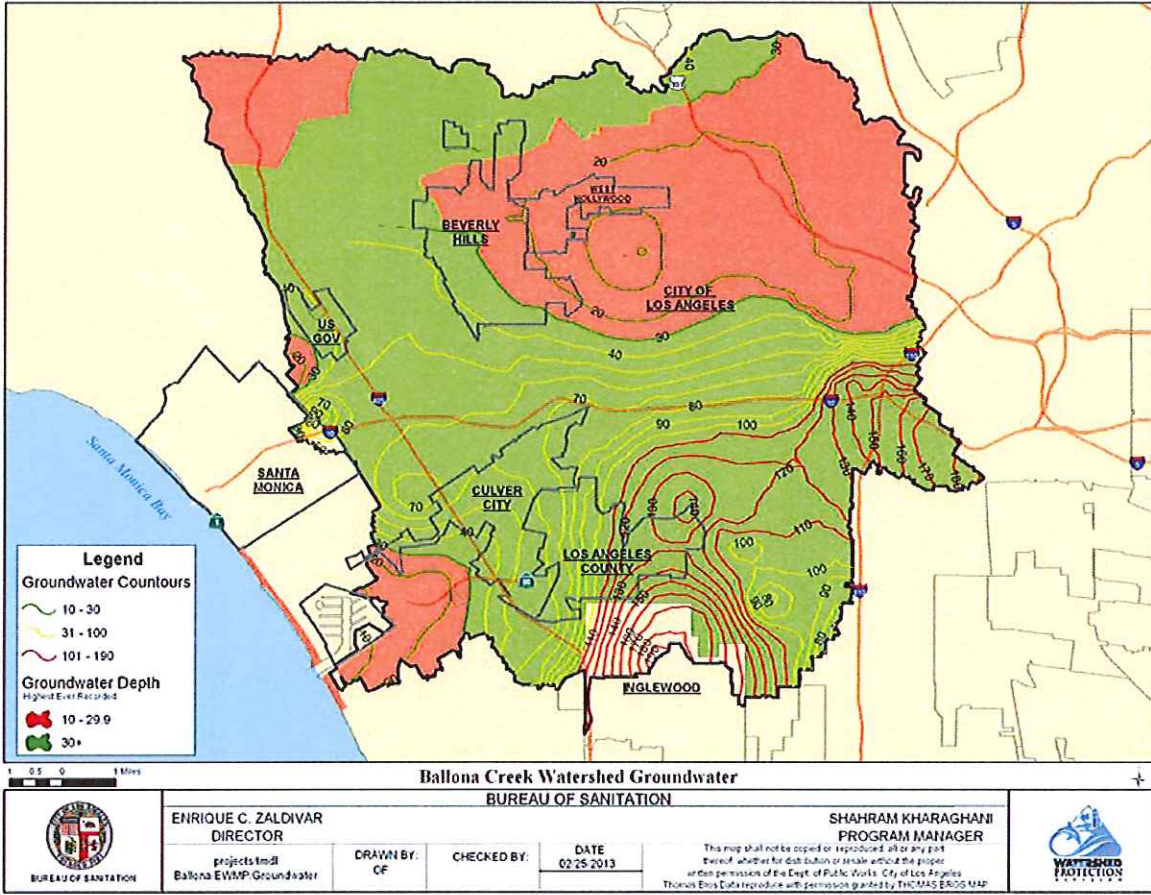
Attachment 1. Ballona Creek watershed and MS4 permittees.



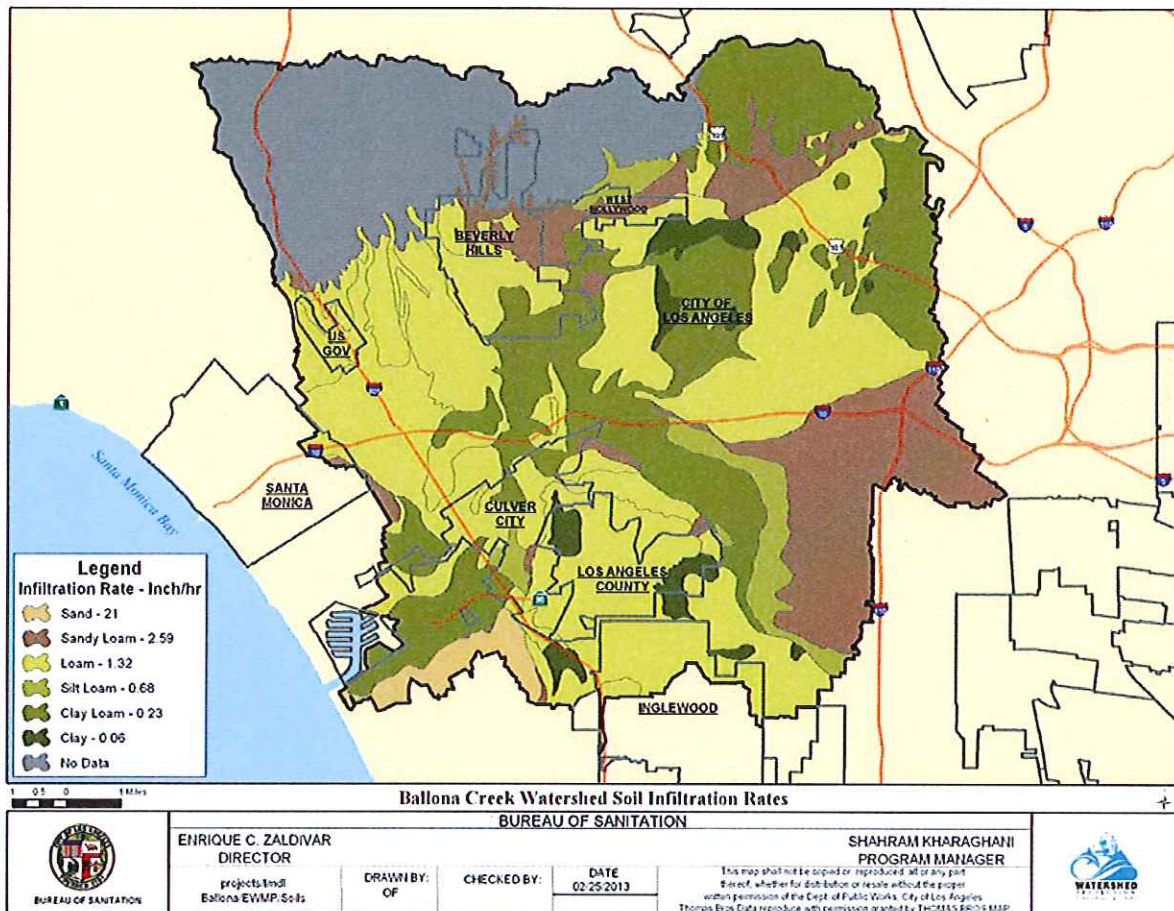
Attachment 2. Open space in Ballona Creek watershed.



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: rick.valte@smgov.net](mailto: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
Spelstein@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.

BOARD OF
PUBLIC WORKS
—
COMMISSIONERS
—
CAPRI W. MADDOX
PRESIDENT
VALERIE LYNNE SHAW
VICE PRESIDENT
—
STEVEN T. NITTER
PRESIDENT PRO TEMPORE
WARREN T. FURUTANI
COMMISSIONER
—
JERLYN LÓPEZ-MENDOZA
COMMISSIONER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMDE
CHIEF OPERATING OFFICER

VAROUIJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GJUGLIEMO
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION
1142 SCOTT BROADWAY, 11TH FLOOR
LOS ANGELES, CA 90016
TEL: (213) 485-9187
FAX: (213) 485-3359

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 Parly

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 hubartus.cox@lacity.org or phone (213) 485-3984.

Sincerely,


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

SK:HC:RT
WPDCR9638

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER



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 Amimoto, 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 91801-1331
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,



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

RP:jht

P:\wmpub\Secretarial\2013 Documents\Letter\LOI Ballona Creek LACFCD.doc\13235

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) 438-5100
<http://dpw.lacounty.gov>ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91801-1460IN 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 – COUNTY OF LOS ANGELES
BALLONA CREEK WATERSHED
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

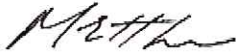
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) for the Ballona Creek Watershed. This Letter of Intent serves to satisfy the 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

P:\wmpub\Secretariat\2013 Documents\Letter\LOI Ballona Creek County.doc\C13223

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 Kolln, 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

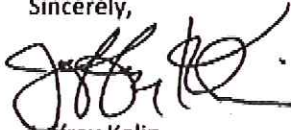
Dear Mr. Unger,

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
3801 S. MISSISSIPPI
WEST HOLLYWOOD, CA
90069-0210
TEL: (310) 848-6498
FAX: (310) 848-6562

TTY: For hearing impaired
(310) 848-6498

**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 Parlatein, City Engineer, at (323) 848 6383.

Sincerely,

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. Herberston, 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. Herbetson, 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 Perlstein, 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

PRINTED ON RECYCLED PAPER

2

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

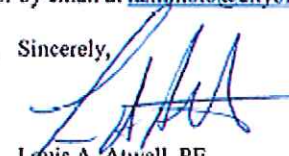
**CITY OF INGLEWOOD'S COMMITMENT TO PARTICIPATE IN AND SHARE THE
COST OF DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT
PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR
BALLONA CREEK WATERSHED**

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 Aminoto, 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 Aminoto, 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. Fact sheet Mar Vista Recreation Center Stormwater BMP Project.

*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 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	TBD
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%

--- END OF DOCUMENT ---

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

WARREN T. FURUTANI
COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION
1149 SOUTH BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-0587
FAX: (213) 485-3939

June 27, 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:

SUBMITTAL OF NOTICE OF INTENT FOR DEVELOPMENT OF ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA GROUP

Please find attached the Notice of Intent (NOI) for the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Dominguez Channel Watershed Management Area Group (DCWMA Group). The participating permittees of the DCWMA Group have mutually agreed to a collaborative approach in meeting the requirements of the new MS4 Permit (Order No. R4-2012-0175). Please note that the DCWMA Group does not have all MS4 permittees in the Dominguez Channel watershed participating as some have opted to develop their own strategy in complying with the MS4 Permit. The City of Los Angeles, as lead agency for the DCWMA Group, has prepared this Notice of Intent on behalf of itself, the County of Los Angeles and Los Angeles County Flood Control District, and the Cities of El Segundo, Hawthorne, and Inglewood. All agencies have reviewed and approved this NOI for submission to your Board, and we appreciate the collaboration by the participating MS4 co-permittees in the preparation of the NOI materials.

The attached document satisfies the requirements for submitting the NOI as provided by Part VI.C.4.b of the MS4 Permit and the CIMP notification requirements as provided by Attachment E Section IV.C.1. We look forward to continuing the process of plan developments for the DCWMA Group with the Technical Advisory Committee, the Los Angeles Regional Water Quality Control Board, and other watershed stakeholders.

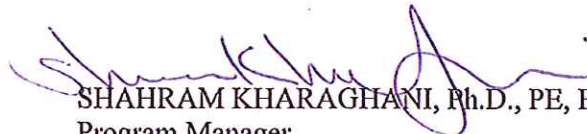
AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste 

Mr. Samuel Unger, Executive Officer
June 27, 2013
Page 2

Should you have any questions about this submittal, please contact me at Shahram.Kharaghani@lacity.org or phone (213) 485-0587 or your staff may contact Alfredo Magallanes at Alfredo.Magallanes@lacity.org or phone (213) 485-3958.

Sincerely


SHAHRAM KHARAGHANI, Ph.D., PE, BCEE
Program Manager

SK:AM
WPDCR9046

Attachment

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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
Jolene Guererro, County of Los Angeles, Department of Public Works
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood

NOTICE OF INTENT

Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program

Submitted by the:

Dominguez Channel Watershed Management

Area Group

City of Los Angeles

County of Los Angeles

Los Angeles County Flood Control District

City of El Segundo

City of Hawthorne

City of Inglewood

June 28, 2013

1. Introduction

The Dominguez Channel Watershed Management Area (WMA) includes the drainage area of the Dominguez Channel, Machado Lake, and the Los Angeles/Long Beach (LA/LB) Harbors watersheds. The Dominguez Channel WMA is an important industrial, commercial, and residential area with unique and important historical and environmental resources, encompassing approximately 133 square miles (including the water area of the LA/LB Harbors). The entire WMA is comprised of the Cities of Gardena, Hawthorne, Lawndale, and Lomita, and portions of the Cities of Carson, Compton, El Segundo, Inglewood, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Estates, Redondo Beach, Rolling Hills Estates, Rolling Hills, Rancho Palos Verdes, Torrance, and the unincorporated areas of the County of Los Angeles; however, not all of these jurisdictions have agreed to participate in the development of this Enhanced Watershed Management Program. The Cities of El Segundo, Hawthorne, Inglewood, and Los Angeles, the County of Los Angeles, and the Los Angeles County Flood Control District (LACFCD), collectively the Dominguez Channel Watershed Management Area Group (Dominguez Channel WMA Group), respectfully submit this Notification of Intent (NOI) to develop an Enhanced Watershed Management Plan (EWMP) for the Dominguez Channel WMA per Part VI.C.4.b.i of Order No. R4-2012-0175 (MS4 Permit). Additionally, this NOI includes a statement of the Dominguez Channel WMA Group's intent to follow a Coordinated Integrated Monitoring Program (CIMP) approach.

The 303(d) List has identified water bodies in the Dominguez Channel WMA as 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 total maximum daily loads (TMDLs) for the Dominguez Channel WMA. The Dominguez Channel WMA Group proposes the development of an EWMP specifically for the Dominguez Channel WMA as the most effective approach to utilize opportunities to retain and reuse runoff and to address the unique challenges of the watershed. While the Dominguez Channel WMA Group does not include all jurisdictions within the Dominguez Channel WMA, it does include all drainage infrastructure operated and maintained by the LACFCD within the boundaries shown in Attachment 1. This figure also delineates the areas of the Dominguez Channel WMA that will be covered under this proposed EWMP and CIMP.

It should be noted that the participating cities of El Segundo, Hawthorne, and Inglewood are not listed for all the TMDLs in the Dominguez Channel WMA, in particular those for the Machado Lake Watershed. Consequently, the EWMP and CIMP will be developed with approaches applicable to those TMDLs impacting these cities and not associated with those impacting the Machado Lake Watershed.

The City of Los Angeles will be the lead agency for developing the EWMP and CIMP. Development of the Work Plan, CIMP, and EWMP Plan will be a collaborative process between all agencies in the Dominguez Channel WMA Group, coordinated with the Technical Advisory Committee as well as with watershed stakeholders.

The following sections:

- a) Satisfy the EWMP requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit;
- b) Satisfy the CIMP notification requirements as provided by Attachment E Section IV.C.1.; and
- c) Provide the LARWQCB with additional information on the approach that the Dominguez Channel WMA Group intends to follow for EWMP development.

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

With this NOI, the Dominguez Channel WMA Group hereby notifies the LARWQCB of their intention to collaboratively develop an EWMP for their portion of the Dominguez Channel WMA. This EWMP will only cover the areas under jurisdiction of the participating MS4 Permittees. The Dominguez Channel WMA Group intends to submit a Work Plan 18 months after the effective date of the MS4 Permit (June 28, 2014) and a draft EWMP Plan due date of 30 months after the effective date of the MS4 Permit (June 28, 2015).

Additionally, with this NOI, the Dominguez Channel WMA Group notifies the LARWQCB of their intention to collaboratively develop a CIMP for their portion of the Dominguez Channel WMA. This CIMP will only cover the areas under jurisdiction of the participating MS4 Permittees. The Dominguez Channel WMA Group intends to submit a draft CIMP due date of 18 months after the effective date of the MS4 Permit (June 28, 2014).

3. Interim and Final TDML Compliance Deadlines (Section VI.C.4.b.ii)

Table 1 lists the TMDLs that have been specifically developed for the Dominguez Channel WMA, which includes the Dominguez Channel, Machado Lake, and the LA/LB Harbors watersheds. Interim TMDL allocation deadlines for the Dominguez Channel WMA occurring prior to the anticipated approval date of the EWMP (April 28, 2016) are included in Table 2.

The participating cities of El Segundo, Hawthorne, and Inglewood are not listed for all the TMDLs in the Dominguez Channel WMA, in particular those for the Machado Lake Watershed. Consequently the El Segundo, Hawthorne, and Inglewood will meet interim and final TMDL compliance deadlines as assigned.

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 the Dominguez Channel WMA

TMDL	LARWQCB Resolution Number	Effective Date	EPA Approval Date
LA/LB Harbors Watershed			
Los Angeles Harbor Bacteria TMDL (Inner Cabrillo Beach and Main Ship Channel)	2004-011	03/10/2005	03/01/2005
Machado Lake Watershed			
Machado Lake Trash TMDL	2007-006	03/06/2008	02/27/2008
Machado Lake Nutrient TMDL	2008-006	03/11/2009	03/11/2009
Machado Lake Pesticides and PCBs TMDL	R10-008	03/20/2012	03/20/2012
Dominguez Channel Watershed			
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Water Toxic Pollutants TMDL	R11-008	03/23/2012	03/22/2012

Table 2. Interim and Final Trash TMDL Compliance Deadlines Prior to EWMP Approval

TMDL	Milestone	Interim/Final	Deadline
Machado Lake Trash TMDL	20% reduction of baseline load	Interim	03/06/2012
	40% reduction of baseline load	Interim	03/06/2013
	60% reduction of baseline load	Interim	03/06/2014
	80% reduction of baseline load	Interim	03/06/2015
	100% reduction of baseline load	Final	03/06/2016

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

The Dominguez Channel WMA is approximately 133 square miles (including the water area of the LA/LB Harbors) and is comprised of the Cities of Gardena, Hawthorne, Lawndale, and Lomita, and portions of the Cities of Carson, Compton, El Segundo, Inglewood, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Estates, Redondo Beach, Rolling Hills Estates, Rolling Hills, Rancho Palos Verdes, Torrance, and the unincorporated areas of the County of Los Angeles. Not all MS4 Permittees in the Dominguez Channel WMA have agreed to participate in the development of this EWMP. Therefore, this Dominguez Channel WMA EWMP shall only cover the areas under jurisdiction of participating MS4 Permittees within the WMA: the Cities of El Segundo, Hawthorne, Inglewood, and

Los Angeles, and 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 within the Dominguez Channel WMA.

The Dominguez Channel WMA covers a total of approximately 120 square miles of land and is located in the southern portion of the Los Angeles Basin. Approximately 72 square miles of the watershed drains directly to the 15.7-mile long Dominguez Channel which begins in the City of Hawthorne and discharges into the east basin of the Los Angeles Harbor. The remaining approximately 48 square miles includes areas tributary to Machado Lake, as well as areas directly draining to the LA/LB Harbors.

This Dominguez Channel WMA EWMP shall only address approximately 36,410 acres, or 47.45% of the total 133-square-mile WMA. The areas covered by this Dominguez Channel WMA EWMP which the MS4 Permittees in the Dominguez Channel WMA have jurisdiction over is summarized in Table 3. Additionally, the Dominguez Channel WMA EWMP will cover the drainage infrastructure operated and maintained by the LACFCD within the boundaries shown in Attachment 1. The Dominguez Channel WMA Group does not have 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.

Table 3. Dominguez Channel WMA Group Land Area Distribution

Agency	Area in Machado Lake Watershed (acres)	Area in Dominguez Channel Watershed (acres)	Area in LA/LB Harbors Watershed (acres)	Total Area in EWMP (acres)	Total EWMP Percentage
City of Los Angeles	1,998.42	5,986.66	11,258.12	19,243.20	52.85%
County of Los Angeles	1,250.87	6,755.77	134.23	8,140.87	22.36%
LACFCD	NA	NA	NA	NA	NA
City of El Segundo	0.00	1,252.18	0.00	1,252.18	3.44%
City of Inglewood	0.00	3,884.27	0.00	3,884.27	10.67%
City of Hawthorne	0.00	3,891.91	0.00	3,891.91	10.69%

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

Based on available information, the Dominguez Channel WMA Group believes that opportunities exist within the agencies’ collective jurisdictional areas for collaboration on multi-benefit projects that will meet the intent of the EWMP approach. The Dominguez Channel WMA Group will collectively develop a program with strategies for compliance to meet water quality objectives within the Dominguez Channel WMA. These implementation and compliance strategies will be based on a multi-pollutant approach that maximizes the retention and use of urban runoff as a resource for recharging aquifers, irrigation, and other uses through distributed and regional BMPs. The Dominguez Channel WMA EWMP will enhance existing watershed water quality plans, re-evaluate the existing watershed control measures, identify regional projects to maximize opportunities for retaining all non-stormwater runoff as well as stormwater runoff from the 85th percentile, 24-hour storm event, and identify watershed control measures for those areas in the watershed that cannot be addressed by a regional project.

In order to meet the requirements of the MS4 Permit, the Dominguez Channel WMA Group will develop the following documents:

- A Work Plan for submittal to the LARWQCB by June 28, 2014. The Work Plan will meet the requirements of the MS4 Permit and will provide an update of the progress of the Dominguez Channel WMA Group and outline future development.

- A CIMP for submittal to the LARWQCB by June 28, 2014. The CIMP will address all TMDL monitoring requirements applicable to the Dominguez Channel WMA and all five monitoring elements of the MS4 Permit Monitoring and Reporting Program (MRP).
- An EWMP Plan for draft submittal to the LARWQCB by June 28, 2015 and final submittal by January 28, 2016. Using the information developed for the Work Plan, the EWMP will meet the requirements of the MS4 Permit.

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

The Dominguez Channel WMA Group collaboratively prepared a scope of work and cost estimate for developing the Work Plan, the CIMP, and the EWMP for the portion of the Dominguez Channel WMA covered in this EWMP. It is estimated that the cost for the development of the plans is approximately \$1.5 million. This estimate assumes that the CIMP and EWMP will, in part, be based on existing TMDL Monitoring and Implementation Plans. In addition, the Dominguez Channel WMA Group will contribute several hundred thousands of dollars in in-kind services and contract administration costs.

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

Attachment 2 includes the final draft of the Memoranda of Agreement between the City of Los Angeles, as the lead agency, and the other participating agencies in the Dominguez Channel WMA Group. All agencies have committed to the execution of these agreements as indicated by the signed letters of intent (Attachment 3). The agreements will be executed before December 28, 2013.

8. Interim Milestones and Deadlines for Plan Development (Section VI.C.4.b.iii.(4))

Table 4 summarizes the expected project timeline for developing the Work Plan, CIMP, and EWMP Plan based on the scope of work agreed to by the Dominguez Channel WMA Group. Both interim milestones and final deadlines are noted in the proposed schedule. In addition to the monthly agency coordination meetings and coordination meetings with the Technical Advisory Committee, the schedule in Table 4 assumes one workshop with local watershed stakeholders for each plan (Work Plan, CIMP, and EWMP). Technical memoranda summarizing information and approaches to support the group’s development of the Work Plan, CIMP, and EWMP will be utilized as interim milestones. It is expected that the draft technical memos will not be finalized; rather the information presented in the memos will be revised based on comments and presented in the final Work Plan, CIMP, and EWMP.

Table 4. 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 	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 USEPA 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 	April 2015
Draft EWMP	May 2015
Final Draft EWMP Submitted to the LARWQCB	June 2015

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

In accordance with Section VI.C.4.b.iii.(5), the Dominguez Channel WMA Group is committing to implement one structural BMP project that provides meaningful water quality improvement within 30 months of the effective date (June 28, 2015) of the MS4 Permit. To fulfill this requirement, the City of Los Angeles plans to construct the Phase IV - TRASH TMDL Implementation project. More information on this project can be found in Attachment 4.

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

Table 5 summarizes the Dominguez Channel WMA Group’s Low Impact Development (LID) ordinance status. As presented in Table 5, greater than 50% of the land area included in the geographical scope of the Dominguez Channel WMA EWMP is currently addressed by an LID ordinance.

Table 5. Dominguez Channel WMA Group EWMP Area Percentage Addressed by LID Ordinances

Agency	Percent of EWMP Area	Status LID Ordinance SEE NOTE BELOW
City of Los Angeles	52.85%	Revising Ordinance
County of Los Angeles	22.36%	Draft Ordinance
LACFCD	NA	NA
City of El Segundo	3.44%	In Development
City of Inglewood	10.67%	In Development
City of Hawthorne	10.69%	In Development

Note:

1. **Revising Ordinance.** The City of Los Angeles LID Ordinance became effective on May 12, 2012. The City 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.
2. **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 of the watershed.
3. **In Development.** Permittee initiated development of an LID Ordinance that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.

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

Table 6 summarizes the Dominguez Channel WMA Group’s green street policy status. As presented in Table 6, greater than 50% of the land area included in the geographical scope of the Dominguez Channel WMA EMWP is currently addressed by green streets policies.

Table 6. Dominguez Channel WMA Group EWMP Area Percentage Addressed by Green Street Policies

Agency	Percent of EWMP Area	Status Green Street Policies SEE NOTE BELOW
City of Los Angeles	52.85%	In Effect
County of Los Angeles	22.36%	Draft Policy

LACFCD	NA	NA
City of El Segundo	3.44%	In Development
City of Inglewood	10.67%	In Development
City of Hawthorne	10.69%	In Development

Note:

1. **In Effect.** Permittee has adopted a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.
2. **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 of the watershed.
3. **In Development.** Permittee initiated development of a Green Street Policy that is in compliance with the requirements of the MS4 Permit for its portion of the watershed.

12. Implementation of Watershed Control Measures during Plan Development (Section VI.C.4.b.ii)

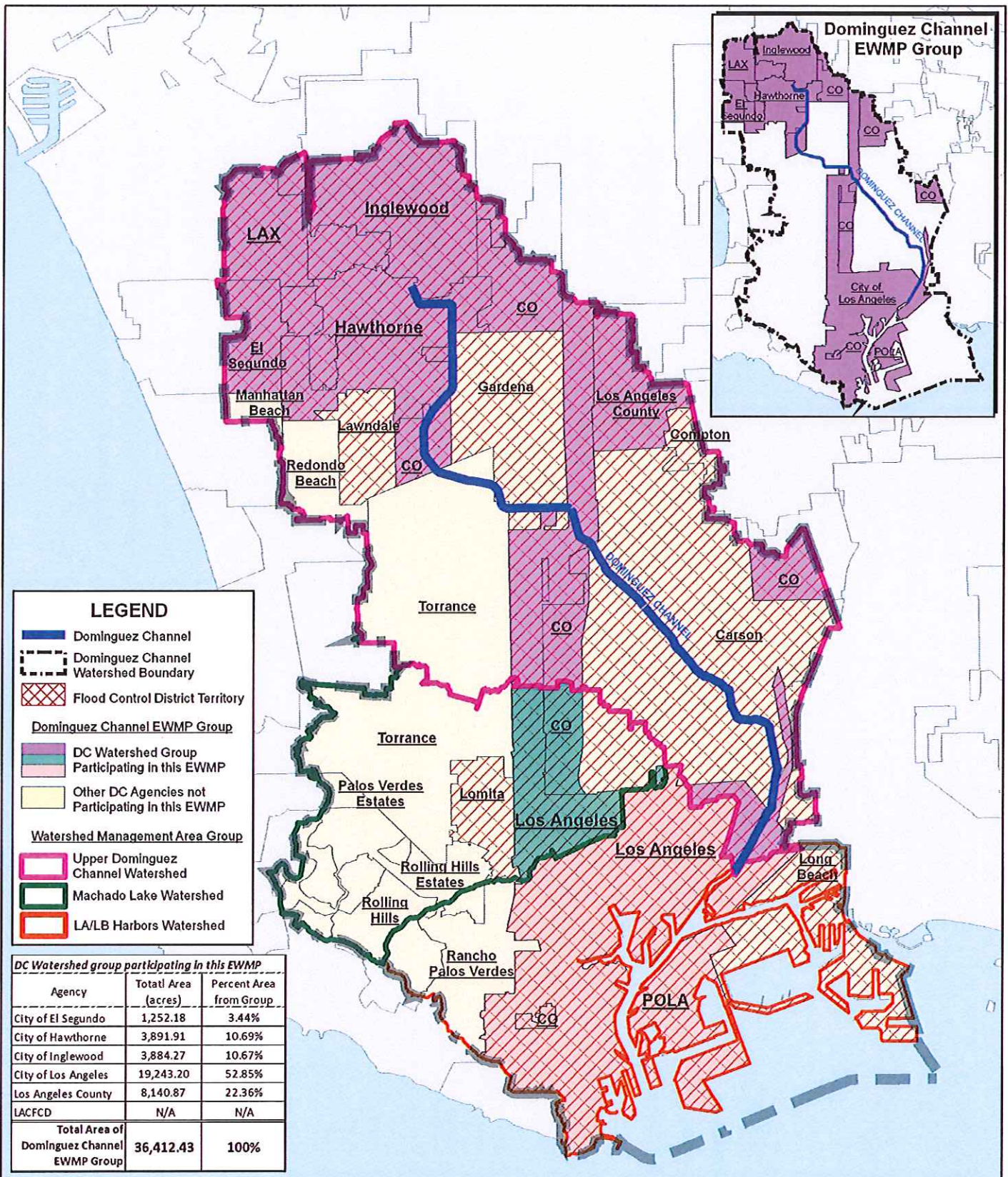
The Dominguez Channel WMA Group has developed TMDL implementation plans incorporating structural and institutional watershed control measures for a multi-pollutant and multi-benefit approach, as well as the timelines for implementation, to meet the water quality limitations of the various TMDLs. Table 7 summarizes the TMDL implementation plans that have been developed to date. Agency-specific programs and the status of implementation and compliance are provided in Attachment 5.

The Dominguez Channel WMA Group will continue their efforts to implement the actions of the TMDL implementation plans concurrently with the development of the Dominguez Channel WMA EWMP. TMDL interim milestones (see Table 2) will be met through the continued implementation efforts as outlined in the implementation plans.

Table 7. Implementation Plans for Dominguez Channel WMA TMDLs

Implementation Plan	Agency(ies)	Plan Status
Port of Los Angeles Los Angeles Harbor Bacteria TMDL Main Ship Channel Implementation Work Plan	City of Los Angeles, County of Los Angeles	Final Plan submitted 09/7/2007
Machado Lake Water Quality Management Plan - Nutrient TMDL	City of Los Angeles	Final plan approved RB 02/14/2011
Machado Lake Water Quality Management Plan - Toxic TMDL	City of Los Angeles	Final plan to be submitted 09/20/2013
Multi-pollutant TMDL Implementation Plan for the County of Los Angeles Unincorporated Area of the Machado Lake Watershed	County of Los Angeles	Final plan submitted 9/12/2011 Conditional Approval of Nutrients Portion by LARWQCB on 9/12/2012

Attachment 1 - Dominguez Channel WMA Group Map



1 0.5 0 1 Miles

Dominguez Channel Watershed Management Area Group



	BUREAU OF SANITARIQUE				
	ENRIQUE C. ZALDIVAR DIRECTOR			SHAHRAM KHARAGHANI PROGRAM MANAGER	
DCWAgencies_ EWMP_WMA	DRAWN BY: NH	CHECKED BY:	DATE 6/18/13	This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles Thomas Eros Data reproduce with permission granted by THOMAS BROS MAP	
			DATE REVISED 6/21/13		

Attachment 2 - Draft Memorandum of Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES, THE CITY OF EL SEGUNDO, THE CITY OF
HAWTHORNE, THE CITY OF INGLEWOOD, 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 AND THE COORDINATED
INTEGRATED MONITORING PROGRAM FOR THE DOMINGUEZ CHANNEL
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 El Segundo, a municipal corporation; the City of Hawthorne, a municipal corporation; the City of Inglewood, 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 Dominguez Channel Watershed Management Area; and

WHEREAS, the Parties have agreed to collaborate on the development of an Enhanced Watershed Management Program (EWMP) for the Dominguez Channel 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 Plan ("CIMP"), and a draft and final 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 \$1,520,982.77 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 at the termination of the MOU or within 90 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

- a. 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.
- b. 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.

- c. 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 comply with any of the terms or conditions of this MOU, that Party shall forfeit its rights to the work completed through this MOU.

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:

Carmen Trutanich
City Attorney

By: _____
John A. Carvalho
Deputy City Attorney

CITY OF EL SEGUNDO

Greg Carpenter
City Manager

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY,
City Attorney

By: _____
Karl H. Berger,
Assistant City Attorney

CITY OF HAWTHORNE

**MICHAELGOODSON,
City Manager
City of Hawthorne, California**

CITY OF INGLEWOOD

Date: _____

By: _____
Roosevelt F. Dorn
Mayor

ATTEST:

By: _____
Yvonne Horton
City Clerk

APPROVED AS TO FORM:

By: _____
Cal Saunders
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

Table 1. Estimated Consultant Contract Cost

Item		Total Cost
Contract Cost	(a)	\$ 1,448,555.00
City of Los Angeles Contract Management Fee (5%)	(a) X 5% = (b)	\$ 72,427.75
SUB-TOTAL COST	(a)+(b)=(c)	\$1,520,982.75
LAFCD Allocation (10%) ¹	(c) x 10% = (d)	\$152,098.28
TOTAL COST TO BE DISTRIBUTED	(c)-(d)=(e)	\$1,368,884.50

Note:

1. The Los Angeles Flood Control District (LAFCD) has committed to contributing 10% of the Total Cost, including contract management fee, as their allocation in the development of the plans.

Table 2. Distribution of Estimated Total Cost

Agency	Acres ^{1,2}	Percent of Area ³	Distributed Total Cost ⁴
City of Los Angeles	19,243.20	52.85%	\$723,426.54
County of Los Angeles (LAC)	8,140.87	22.36%	\$306,046.88
City of Hawthorne	3,891.91	10.69%	\$146,311.99
City of Inglewood	3,884.27	10.67%	\$146,024.78
City of El Segundo	1,252.18	3.44%	\$47,074.30
TOTAL	36,412.43	100%	\$1,368,884.50

Note:

1. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Dominguez Channel watershed.
2. Area (acres) determined by GIS analysis as shown in EXHIBIT C
3. Percent Area = Agency Area / Total Area
4. Total Cost = \$1,368,884.50 X Agency Percent of Area

Table 3. Cost Allocation Formula

<i>Distributed Total Cost = Total Cost X Agency Percent of Area</i>

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

Agency	Invoice Schedule		Distributed Total Cost (a)+(b)=(c)	Contingency (10%) ¹ (c)x0.1=(d)	TOTAL COST INCLUDING CONTINGENCY (c)+(d)=(e)
	Jan. 2014 (a)	Jan. 2015 (b)			
City of Los Angeles	\$361,713.26	\$361,713.27	\$723,426.53	\$72,342.65	\$ 795,769.19
LAFCD	\$76,049.14	\$76,049.14	\$152,098.28	\$15,209.83	\$167,308.11
County of Los Angeles (LAC)	\$153,023.44	\$153,023.44	\$306,046.88	\$22,907.26	\$251,979.84
City of Hawthorne	\$73,155.99	\$73,156.00	\$146,311.99	\$14,631.20	\$160,943.19
City of Inglewood	\$73,012.38	\$73,012.39	\$146,024.78	\$14,602.48	\$160,627.26
City of El Segundo	\$23,537.15	\$23,537.15	\$47,074.30	\$4,707.43	\$51,781.73
TOTAL			\$1,520,982.75	\$152,098.27	\$1,673,081.02

Note:

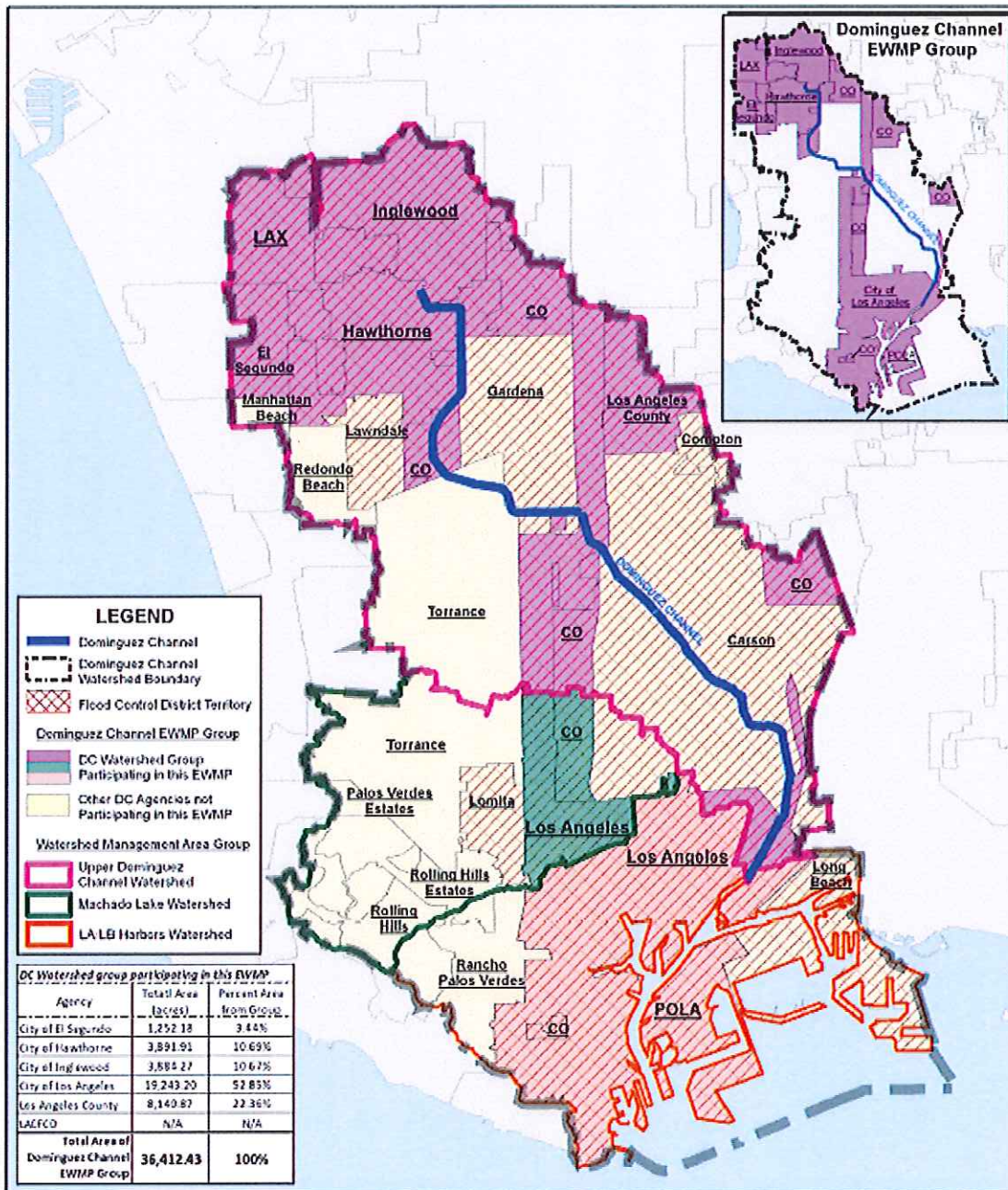
1. Contingency is 10% of the total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Parties.

EXHIBIT B

DOMINGUEZ CHANNEL WATERSHED WMP/CIMP GROUP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Angela George E-mail: AGEORGE@dpw.lacounty.gov Phone: (626) 458-4304 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Gary Hildebrand E-mail: GHILDEB@dpw.lacounty.gov Phone: (626) 458-4300 Fax: (626) 457-1526
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	LiFan Xu E-mail: lxu@elsegundo.org Phone: (310) 524-2368
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	Doug Krauss E-mail: dkrauss@cityofhawthorne.org Phone: (310) 524-2368
City of Inglewood 1 W. Manchester Blvd, 3 rd Floor Inglewood, Ca 90301-1750	Lauren Amimoto E-mail: lamimoto@cityofinglewood.org Phone: (310) 412-5192 FAX: (310) 412-5552

EXHIBIT C
DOMINGUEZ CHANNEL WATERSHED MAP



0 0.5 1 Miles **Dominguez Channel Watershed Management Area Group** N

	BUREAU OF SANITATION			
	ENRIQUE C. ZALDIVAR DIRECTOR	CHAIRMAN SHIRAM KHARAGURU PROGRAM MANAGER	DATE 6/15/13	
CCW/gunsika, EWMP_WMA	CRAWNEY TH	CHECKED BY	DATE REVISED 02/13	Normal Use Date reproduction with permission granted by InCMAS 8401 MAP

Attachment 3 - Letters of Intent

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

WATERSHED PROTECTION DIVISION
1149 SOUTH BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-0587
FAX: (213) 485-3939

BOARD OF
PUBLIC WORKS
COMMISSIONERS
CAPRI W. MADDOX
PRESIDENT
VALERIE LYNNE SHAW
VICE PRESIDENT
STEVEN T. NUTTER
PRESIDENT PRO TEMPORE
WARREN T. FURUTANI
COMMISSIONER
JERILYN LÓPEZ-MENDOZA
COMMISSIONER

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 DOMINGUEZ CHANNEL
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 Dominguez Channel 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 Dominguez Channel 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 El Segundo, the City of Inglewood, and the City of Hawthorne. The final draft agreement to fund program development by the Dominguez Channel 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 Alfredo Magallanes at alfredo.magallanes@lacity.org or phone (213) 485-3958.

Sincerely,

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

SK:AM:MC
WPDCR 9039

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste

Mr. Sam Unger, Executive Officer
City of Los Angeles Letter of Intent for Dominguez Channel 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, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood



City of El Segundo

Public Works Department Stephanie Katsouleas, Director

June 4, 2013

Elected Officials:

Bill Fisher,
Mayor
Carl Jacobson,
Mayor Pro Tem
Suzanna Fuentes,
Council Member
Dave Atkinson,
Council Member
Marie Felthauer,
Council Member
Tracy Weaver,
City Clerk
Crista Binder,
City Treasurer

Appointed Officials:

Greg Carpenter,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Deborah Cullen,
Finance/Human Resources
Kevin Smith,
Fire Chief
Debra Brighton,
Library Services
Sam Lee,
Planning and
Building Safety
Mitch Tavera,
Police Chief
Stephanie Katsouleas,
Public Works
Robert Cummings,
Recreation & Parks

www.elsegundo.org

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

**LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF
AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM IN
COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED
GROUP**

Dear Mr. Unger;

The City of El Segundo, with this letter, pledges to cooperate with the Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, and the Cities of El Segundo, Hawthorne, and Inglewood.

The City of El Segundo further pledges to share in the cost of developing both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula was agreed by all participating members of the Group as to the equitable distribution of costs.

Should you have any questions, please contact me at (310)524-2356 or vial email to skatsouleas@elsegundo.org, or Lifan Xu, of my staff, at (310)524-2368 or via email to lxu@elsegundo.org.

Sincerely

Stephanie Katsouleas
Director of Public Works

Cc: Greg Carpenter, City Manager
Lifan Xu, Principal Civil Engineer

350 Main Street, El Segundo, California 90245-3813
Phone (310)524-2300 Fax (310) 640-0489

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, Department of Public Works

Enrique Zaldivar, City of Los Angeles, Bureau of Sanitation

Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation

Gary Hildebrand, County of Los Angeles, Department of Public Works

Doug Krauss, City of Hawthorne

Lauren Amimoto, City of Inglewood

CITY OF HAWTHORNE



4455 West 126th Street • Hawthorne, California 90250-4482

Department of Public Works, Engineering Division
Office: (310) 349-2980 / Fax: (310) 978-9862

June 6, 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

LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED GROUP

Dear Mr. Unger,

The City of Hawthorne, with this letter, pledges to collaborate with Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No., R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes only the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, the City of El Segundo, the City of Hawthorne, and the City of Inglewood.

The City of Hawthorne further pledges to cost share the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed by all participating of the Group as to the equitable distribution of costs.

Should you have any questions, please contact me at ashadbehr@cityofhawthorne.org and 310-349-2985, or Doug Krauss of my staff at dkrauss@cityofhawthorne.org and 310-349-2987.

ARNOLD SHADBEHR, P.E.
Director of Public Works / City Engineer

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 LETTER OF INTENT PLEDGING COMMITMENT IN THE DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM IN COLLABORATION WITH THE DOMINGUEZ CHANNEL WATERSHED GROUP

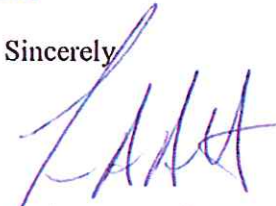
Dear Mr. Unger;

The City of Inglewood (City), with this letter, pledges to collaborate with the Dominguez Channel Watershed Group (Group) in the development of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) in accordance with the new MS4 Permit by Order No. R4-2012-0175 for submission to your Board. The Dominguez Channel Watershed Group includes only the following agencies: the City of Los Angeles, the County of Los Angeles, Los Angeles County Flood Control District, the City of El Segundo, the City of Hawthorne, and the City of Inglewood

The City of Inglewood further pledges to cost share the development cost of both the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). A cost sharing formula has been agreed by all participating members of the Group as to the equitable distribution of costs.

Should you have any questions, please contact Lauren Amimoto, Senior Administrative Analyst at (310) 412-5192 or 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
Enrique Zaldivar, City of Los Angeles, Bureau of Sanitation
Adel Hagekhalil, City of Los Angeles, Bureau of Sanitation
Gary Hildebrand, County of Los Angeles, Department of Public Works
Lifan Xu, City of El Segundo
Doug Krauss, City of Hawthorne
Lauren Amimoto, City of Inglewood



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

June 24, 2013

IN REPLY PLEASE
REFER TO FILE: WM-7

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
DOMINGUEZ CHANNEL WATERSHED MANAGEMENT GROUP
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

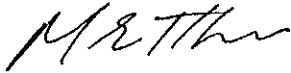
The Los Angeles County Flood Control District (LACFCD) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Dominguez Channel Watershed Management Area Group. 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 Dominguez Channel Watershed Management Area Group consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County of Los Angeles, LACFCD, and cities of El Segundo, Hawthorne, and Inglewood. The Dominguez Channel Watershed Management Area Group has included a final draft Memorandum of Understanding as Attachment 2 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,



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

WJ:jht

P:\wmpub\Secretarial\2013 Documents\Letter\LOI - Dominguez Channel LACFCD.doc\C13215

cc: City of El Segundo
City of Hawthorne
City of Inglewood
City of Los Angeles



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
DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA
ENHANCED WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

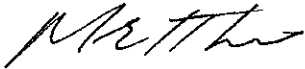
The County of Los Angeles (County) submits this Letter of Intent to participate in and share the cost of the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Dominguez Channel Watershed Management Area Group. This Letter of 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 Dominguez Channel Watershed Management Area Group consists of the following agencies: City of Los Angeles as the coordinating agency for EWMP and CIMP development, County, Los Angeles County Flood Control District, and cities of El Segundo, Hawthorne, and Inglewood. The Dominguez Channel Watershed Management Area Group has included a final draft Memorandum of Understanding as Attachment 2 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,



GF GAIL FARBBER
Director of Public Works

WJ:jht

P:\wmpub\Secretaria\2013 Documents\Letter\LOI - Dominguez Channel County.doc\13216

cc: City of El Segundo
City of Hawthorne
City of Inglewood
City of Los Angeles

Attachment 4 - Structural BMP Fact Sheet

PHASE IV - TRASH TMDL IMPLEMENTATION

Santa Monica Bay Debris & Plastic Pellet TMDL / Machado Lake Trash TMDL / Dominguez Channel Watershed MS4 Trash Requirements
March 2013



FACT SHEET

REGULATORY BACKGROUND

Santa Monica Bay Debris & Pellet TMDL

Effective: March 20, 2012
1st Compliance Milestone: March 2016
Final Compliance: March 2020

Machado Lake Trash TMDL

Effective: March 6, 2008
1st Compliance Milestone: March 2012
Final Compliance: March 2016

Dominguez Channel Watershed MS4 Trash Requirements

Effective: December 28, 2012
Final Compliance: December 28, 2016

PROJECT DESCRIPTION

ENVIRONMENTAL BENEFITS

Trash in waterways causes significant water quality problems. Small and large floatables can inhibit the growth of aquatic vegetation, decreasing spawning areas and habitats for fish and other living organisms. Wildlife living in the rivers and riparian areas can be harmed by ingesting or becoming entangled in floating trash. By preventing trash and debris from entering the storm drain system and eventually into the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds, this project will improve the water quality and protect the aquatic life and habitat.

DESCRIPTION OF BMP

This project primarily proposes the installation of catch basin (CB) opening screen covers and inserts in those structures found in the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds of the City. The CB opening screen covers are coarse screens that are installed in the CB openings and prevent trash from entering the City storm drain system. Each CB opening screen cover has a self-opening device activated by a predetermined street gutter flow to disengage its locking mechanism. The CB inserts are perforated screens that are installed inside the CB in front of the outlet pipe of the catch basin.



Watershed Protection Division
Bureau of Sanitation

PROJECT SCHEDULE AND COST

SCHEDULE

With the approval of this project, WPD will establish a new procurement and installation contract through the advertisement, bid and award process of the Board of Public Works. Installation of CB covers may begin as early as the Summer of 2013. No construction permits, land acquisition, or NEPA/CEQA documents are required for this project. The Project Schedule is shown below. The subsequent Table shows number of CBs to be retrofitted with a BMP by Council District throughout the project duration. The contract duration is 3 years.

Project Schedule

	2013	2014	2015	2016
Construction				
Post-Construction				

COST

To ensure compliance with the upcoming trash reduction milestones, WPD requests \$6.2 million of Prop O funds for the retrofit of approximately 4,400 catch basins in the Santa Monica Bay, Machado Lake, and Dominguez Channel watersheds with trash BMPs.

Distribution of Catch Basin Retrofits

Element	Catch Basin Distribution
Santa Monica Bay Debris and Plastic Pellet TMDL (Council District 11)	988
Machado Lake Trash TMDL (Council District 15)	277
Dominguez Channel Watershed MS4 Trash Requirements (Council District 15)	3,151
TOTAL	4,416

The total cost of \$6,160,000 dollars for this project is being requested from Prop O funds, which includes administration, design and construction management, construction, and installation costs of approximately 4,400 catch basin trash BMPs. This project is not projected to result in any increase in operation and maintenance of the City storm drain system; the Wastewater Collection System Division of the Bureau of Sanitation currently provides the regular maintenance of the City catch basins.

Project Cost Distribution

Element	Required Funding Amount
Administration Cost	\$10,000
Planning/Design/Bid and Award	\$28,000
Construction Management	\$308,000
Construction	\$5,814,000
TOTAL	\$6,160,000

Department of Public Works
City of Los Angeles

Attachment 5 – Specific Actions and Status of Compliance by EWMP Agencies for Compliance with Interim and Final Milestones of the Machado Lake Trash TMDL

EWMP agency	Implementation status Machado Lake Trash TMDL
City of Los Angeles	As of February 2013, the City had attained the 40% compliance milestone of the Trash TMDL. The City will fully comply with the 100% compliance milestone by the use of full and partial capture devices in the remaining catch basins as well through institutional measures.
County of Los Angeles	Within the area of the Machado Lake watershed covered by the Dominguez Channel WMA, the County of Los Angeles has retrofitted 89% of catch basins with full capture devices. The remaining catch basins will be retrofitted by 2016 to meet the 100% milestone.
LACFCO	NA



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-6**

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, California 90013

Attention Ms. Renee Purdy

Dear Mr. Unger:

**NOTICE OF INTENT FOR THE DEVELOPMENT OF A
WATERSHED MANAGEMENT PROGRAM AND
COORDINATED INTEGRATED MONITORING PROGRAM FOR THE
ALAMITOS BAY/LOS CERRITOS CHANNEL WATERSHED MANAGEMENT AREA**

The County of Los Angeles and Los Angeles County Flood Control District, collectively the Alamitos Bay/Los Cerritos Channel Group (Alamitos Bay/LCC Group), is submitting the enclosed Notice of Intent to notify the California Regional Water Quality Control Board of the Alamitos Bay/LCC Group's commitment to develop a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP). The Alamitos Bay/LCC Group agrees to this approach in fulfilling the requirements of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System (MS4) Permit).

The enclosed Notice of Intent fulfills the WMP notifications requirements provided in Section VI.C.4.b of the MS4 Permit and the CIMP notification requirements provided in Attachment E Section IV.C.1 of the MS4 Permit. The Alamitos Bay/LCC Group looks forward to developing the WMP and CIMP in collaboration with the Technical Advisory Committee and other stakeholders within the Alamitos Bay and Los Cerritos Channel Watershed Management Area.

Mr. Samuel Unger
June 24, 2013
Page 2

If you have any questions, please contact me at (626) 458-4300 or gildeb@dpw.lacounty.gov or your staff may contact Ms. Angela George at (626) 458-4325 or ageorge@dpw.lacounty.gov.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in blue ink that reads "Gary Hildebrand". The signature is written in a cursive style with a large initial "G".

GARY HILDEBRAND
Assistant Deputy Director
Watershed Management Division

JD:jht
P:\wmpub\Secretarial\2013 Documents\Letter\Alamitos Bay doc\C13198

Enc.

NOTICE OF INTENT

Alamitos Bay/Los Cerritos Channel Watershed Management Area Watershed Management Program and Coordinated Integrated Monitoring Program

Submitted to:

California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Submitted by:

County of Los Angeles
Los Angeles County Flood Control District

June 28, 2013



1. Introduction

The County of Los Angeles (County) and the Los Angeles County Flood Control District (LACFCD), collectively the Alamitos Bay/Los Cerritos Channel Group (Alamitos Bay/LCC Group), respectfully submit this Notification of Intent (NOI) to develop a Watershed Management Program (WMP) for certain portions of the Alamitos Bay and Los Cerritos Channel Watershed Management Area (Alamitos Bay/LCC WMA) per Section VI.C.4.b.i of Order No. R4-2012-0175 (Municipal Separate Storm Sewer System (MS4) Permit). Additionally, the Alamitos Bay/LCC Group submits this NOI to develop a Coordinated Integrated Monitoring Program (CIMP).

The following sections are to satisfy the requirements for NOI submittal as provided by Section VI.C.4.b of the MS4 Permit and to provide the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) with additional information on the approach that the Alamitos Bay/LCC Group intends to follow for the WMP development. The Alamitos Bay/LCC Group is committed to coordinating with adjacent agencies throughout the preparation and implementation of the WMP and CIMP.

2. NOI (Section VI.C.4.b.i and Attachment E Section IV.C.1.)

The Alamitos Bay/LCC Group hereby notifies the LARWQCB by this NOI of its intention to develop a WMP for certain portions of the Alamitos Bay/LCC WMA, and to submit the draft WMP no later than 18 months after the effective date of the MS4 Permit (June 28, 2014).

In addition, the Alamitos Bay/LCC Group also notifies the LARWQCB by this NOI of its intention to develop a CIMP for certain portions of the Alamitos Bay/LCC WMA, and to submit the draft CIMP no later than 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 Total Maximum Daily Loads (TMDLs) that apply to the Alamitos Bay/LCC WMA. There are no trash TMDLs associated with the Alamitos Bay/LCC WMA, and there are no final compliance milestones or deadlines of other TMDLs occurring prior to the anticipated approval date of the WMP (April 28, 2015).

Table 1. TMDLs applicable to the Alamitos Bay/Los Cerritos Channel WMA

TMDL	Resolution Number	Effective Date	EPA Approval Date
Los Cerritos Channel Metals TMDL	NA	NA	3/17/2010
Colorado Lagoon OC Pesticides, PCBs, Sediment Toxicity, PAHs, and Metals TMDL ¹	R09-005	7/28/2011	6/14/2011
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	R11-008	3/23/2012	3/23/2012

¹ Although the Colorado Lagoon OC Pesticides, PCBs, Sediment Toxicity, PAHs, and Metals TMDL applies to the Alamitos Bay/Los Cerritos Channel WMA, the County of Los Angeles is not designated as responsible for this TMDL per Table K-7 of the MS4 Permit

4. Geographical Scope

The Alamitos Bay/LCC WMA is approximately 24,000 acres (37.5 square miles) and consists of portions of the cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, as well as the unincorporated County. As shown in Enclosure A, the Alamitos Bay/LCC WMA can be divided into three subwatersheds: the Los Cerritos Channel Freshwater watershed, the Los Cerritos Channel Estuary watershed, and the Alamitos Bay watershed. The LACFCD has facilities throughout the entire Alamitos Bay/LCC WMA. The unincorporated County area in the WMA comprises of one island near the middle of the Los Cerritos Channel Freshwater watershed. This unincorporated County island totals 95 acres (0.7 square miles) of the WMA and is completely surrounded by the City of Long Beach. The majority (91 percent) of the island's land use is high density, single-family residential, as shown in Enclosure B.

The Alamitos Bay/LCC Group will develop a WMP for certain portions of the Alamitos Bay/LCC WMA. The areas that will be included in this WMP are the unincorporated County island, the LACFCD facilities within the unincorporated County island, the LACFCD facilities within the Los Cerritos Channel Estuary watershed, and the LACFCD facilities within the Alamitos Bay watershed. There is no unincorporated County area in the Alamitos Bay watershed or Los Cerritos Channel Estuary watershed.

5. Cost Estimate

It is estimated that the cost will be \$80,000 for the development of the CIMP and WMP.

6. Low Impact Development Ordinance (Section VI.C.4.b.iii.(6) and VI.C.4.c.ii.(1))

Table 2 summarizes the Alamitos Bay/LCC Group's Low Impact Development (LID) Ordinance status. As Table 2 shows, more than 50 percent of the land area within the Alamitos Bay/LCC WMA WMP Group is addressed by an LID ordinance.

Table 2. LID Ordinances

WMP Agency	Percent WMP Area	Status LID Ordinance
County	100 percent	Draft Ordinance
LACFCD	NA	NA
Total MS4 Watershed Area Covered by LID Ordinances		100 percent

Status Description:

- 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.

7. Green Street Policy (Section VI.C.4.b.iii.(6) and VI.C.4.c.ii.(2))

Table 3 summarizes the Alamitos Bay/LCC Group's Green Street Policy status. As Table 3 shows, more than 50 percent of the land area within the Alamitos Bay/LCC WMA WMP Group is addressed by a Green Street Policy that is in place or under development.

Table 3. Green Street Policy

WMP Agency	Percent WMP Area	Status Green Street Policy
County	100 percent	Draft Policy
LACFCD	NA	NA
Total MS4 Watershed Area Covered by Green Street Policy		100 percent

Status Description:

- 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.

8. Implementation of Watershed Control Measures During Plan Development (Section VI.C.4.b.ii and VI.C.4.d)

No TMDLs have interim and/or final compliance milestones prior to the final approval of the WMP (April 28, 2015), and no TMDL Implementation Plans have been developed to date for the Alamitos Bay/LCC WMA.

SUMMARY

This NOI for the Alamitos Bay/LCC Group WMP was developed by the County and LACFCD. Both agencies have reviewed and agreed to this NOI as evidenced by each agency's Letter of Intent. The Alamitos Bay/LCC Group believes that this NOI satisfies the requirements of the MS4 Permit, and we look forward to developing the

Alamitos Bay/LCC WMA WMP in collaboration with the Technical Advisory Committee and other watershed stakeholders.

**ENCLOSURE A –
GEOGRAPHICAL SCOPE OF
THE COUNTY OF LOS ANGELES AND LACFCD IN THE
ALAMITOS BAY/LCC WMA WMP**




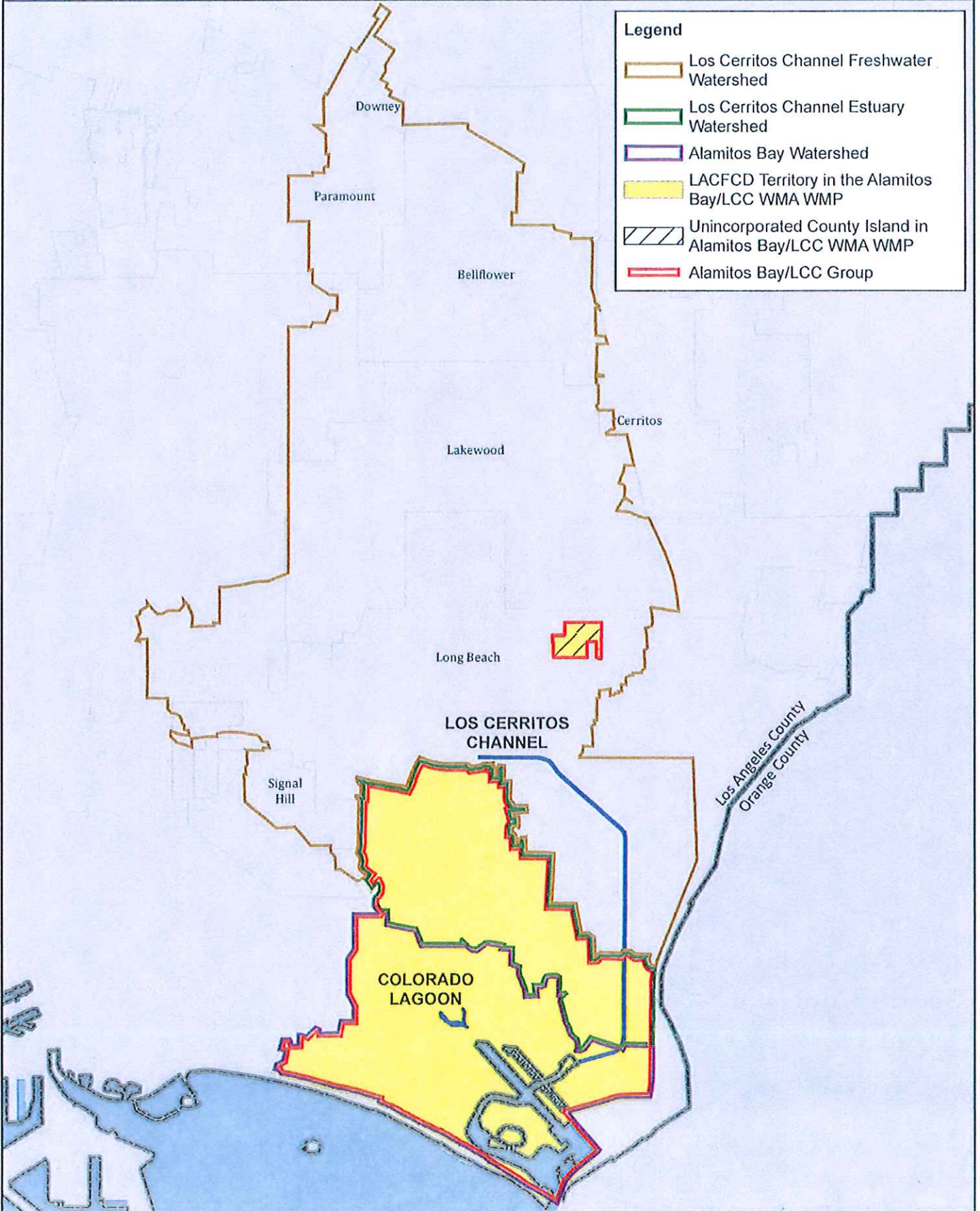
ENCLOSURE A

Geographical Scope of the County of Los Angeles and LACFCD in the Alamitos Bay/LCC WMA

0 0.5 1 Miles

Legend

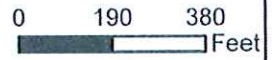
-  Los Cerritos Channel Freshwater Watershed
-  Los Cerritos Channel Estuary Watershed
-  Alamitos Bay Watershed
-  LACFCD Territory in the Alamitos Bay/LCC WMA WMP
-  Unincorporated County Island in Alamitos Bay/LCC WMA WMP
-  Alamitos Bay/LCC Group



ENCLOSURE B –
COUNTY OF LOS ANGELES UNINCORPORATED ISLAND IN
THE ALAMITOS BAY/LCC WMA

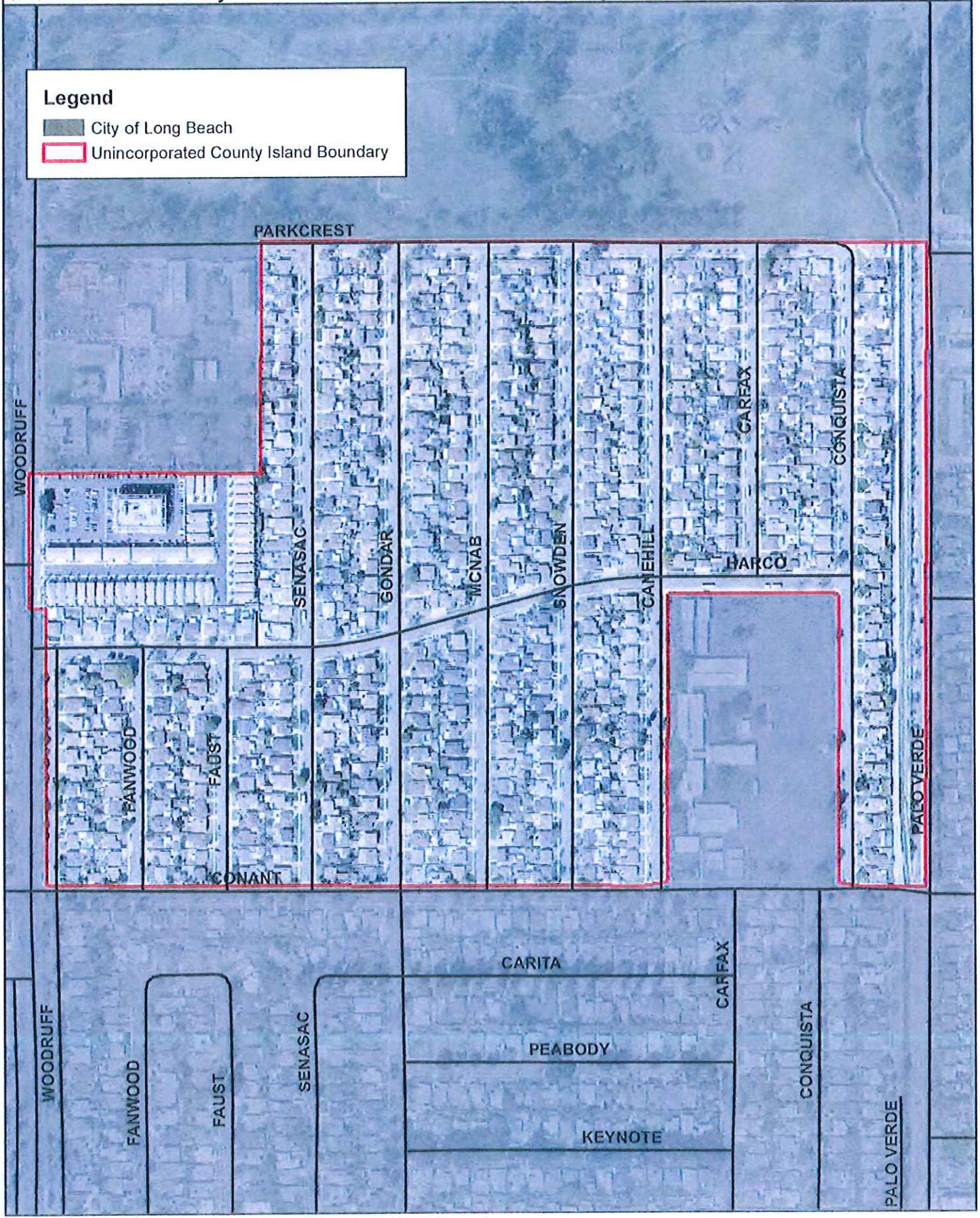


ENCLOSURE B
Unincorporated County Island in
Alamitos Bay/Los Cerritos Channel Watershed Management Area



Legend

- City of Long Beach
- Unincorporated County Island Boundary



**ENCLOSURE C –
LETTERS OF INTENT**



JD:jht

P:\wmpubl\Secretarial\2013 Documents\Letter\Wamitos Bay NOI.docx\C13198



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

June 24, 2013

IN REPLY PLEASE
REFER TO FILE: WM-7

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:

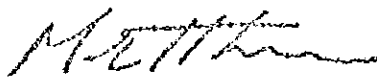
**LETTER OF INTENT – COUNTY OF LOS ANGELES
ALAMITOS BAY/LOS CERRITOS CHANNEL WATERSHED MANAGEMENT AREA
WATERSHED MANAGEMENT PROGRAM
AND COORDINATED INTEGRATED MONITORING PROGRAM**

The County of Los Angeles submits this Letter of Intent to participate in and share the cost of the development of a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Alamitos Bay/Los Cerritos Channel Group. This Letter of Intent serves to satisfy the WMP notification requirements of Section VI.C.4.b 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 Alamitos Bay/Los Cerritos Channel Group consists of the following agencies: County of Los Angeles as the coordinating agency for WMP and CIMP development and Los Angeles County Flood Control District.

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

Very truly yours,


GAIL FARBER
Director of Public Works

 JD:jht
P:\wmpub\Secretarial\2013 Documents\Letter\LOI - Alamitos Bay County.doc\13214



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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

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

June 24, 2013

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

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
ALAMITOS BAY/LOS CERRITOS CHANNEL WATERSHED MANAGEMENT AREA
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 a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP) with the Alamitos Bay/Los Cerritos Channel Group. This Letter of Intent serves to satisfy the WMP notification requirements of Section VI.C.4.b 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 Alamitos Bay/Los Cerritos Channel Group consists of the following agencies: County of Los Angeles as the coordinating agency for WMP and CIMP development and LACFCD.

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

JD:jht

P:\wmpubl\Secretaria\2013 Documents\Letter\LOI - Alamitos Bay LACFCD.doc\13213



CITY OF CARSON

June 26, 2013

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

Subject: Notice of Intent to Opt for an Individual Watershed Management Program

Dear Mr. Unger:

The **City of Carson** is pleased to submit its Notice of Intent ("NOI") to the Los Angeles Regional Water Quality Control Board ("Regional Board") to:

1. develop an Individual Watershed Management Program ("I-WMP") in accordance with Los Angeles Regional Water Quality Control Board Order No. R4-2012-0175, NPDES Permit No., CAS0040, adopted on November 8, 2012 ("Order") and became effective on December 28, 2012; and
2. participate in a Coordinated Integrated Monitoring Plan ("CIMP").

The NOI requires the completion of the following tasks under VI.C.4.B.ii that shall be submitted to the Regional Board on or before June 28, 2014:

1. identify applicable interim and final trash water quality based effluent limitations (WQBELs);
2. identify all other interim and final WQBELs;
3. identify interim and final receiving water limitations; and
4. identify watershed control measures (where possible) based on existing TMDL implementation plans to be implemented by the City, concurrently with the development of a WMP (an I-WMP in this case).

In addition to the foregoing, the NOI also requires the following tasks to be performed if a permittee chooses to implement an I-WMP:

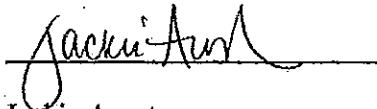
1. demonstrate that a Low Impact Development (LID) ordinance is in place or that the process of developing one has started within 60 days of the Order (February 26, 2013); and
2. demonstrate that a Green Street Policy is in place or begin development of one that addresses "green street strategies for transportation corridors" within 60 days of the Order.

The attached provides a complete discussion of the NOI-related tasks.

Should you have any questions, please feel free to call the Storm Water Quality Programs Manager, Patricia Elkins, at (310) 847-3529.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.

Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility, of a fine and imprisonment for knowing violations."



Jackie Acosta
Acting City Manager
City of Carson

Attachment noted

Notice of Intent I. Individual Watershed Management Plan

1. Rationale for I-WMP

The **City of Carson** has chosen the I-WMP, albeit with reservation, to meet TMDL and non-water quality standards (referred to collectively as "WQSs") for several reasons including but not limited to the following:

- i. The I-WMP allows the City to determine to what extent its existing stormwater quality management program (SQMP), which has been in effect since 2002, is meeting TMDLs and non-TMDL WQSs, based on outfall monitoring against ambient WQSs. It is possible that the City has been meeting some or even most WQSs. If outfall monitoring shows persistent exceedances the I-WMP will contain a mechanism for addressing it.
- ii. The City cannot justify an Enhanced Watershed Management Plan (E-WMP) at this time because: (1) there are no water quality monitoring data that would justify this extreme and costly option; (2) neither the County of Los Angeles (which wrote the E-WMP provision in the current MS4 permit) nor the City of Los Angeles has indicated what multi-benefit projects it is proposing to provide the "safe harbor"¹ that would enable participating permittees to achieve compliance even if exceedances of TMDLs and non-TMDL WQSs occur²; (3) there is no guarantee that participating in an E-WMP could assure compliance with WQSs; (4) there is no current funding mechanism for the E-WMP³; and (5) were the City to commit to an E-WMP, it would be required to enter into an MOU that could bind it to its requirements even if funding is not available.
- iii. The City has chosen the I-WMP, even though it still ties it to having to comply with strict waste load allocations (WLAs) at the outfall and apparently in the receiving water as well. The City would have preferred to meet WQSs through the implementation of its stormwater management plan (SWMP) as is provided

¹Neither the County nor City of Los Angeles, which are encouraging permittees to participate in "regional multi-benefit" projects that would provide the safe harbor, has yet to disclose what those projects are.

²The MS4 permit asserts that the E-WMP provides compliance with WQSs and even with some minimum control measures (viz., the 6 core programs that form the stormwater management program required under federal law). There is reason to believe that this provision is extra-legal and could be voided either under administrative or judicial challenge. For one thing, an E-WMP is not a water quality based effluent limitation (WQBEL) which would translate a WQS into a compliance action. Perhaps it could have been one had the MS4 permit made clear that the E-WMP contains BMPs capable of meeting all the numeric WQSs over time. Instead, the MS4 permit incorrectly uses WQBEL to mean the same thing as a waste load allocation. Further, the EWMP's regional multi-benefit project requirement cannot guarantee compliance with WLAs measured at the outfall if the project is located outside of permittee's MS4. Even if the MS4 permit survives challenge, there is no guarantee that the E-WMP and its safe harbor provision will carry-over to the next MS4 permit. MS4 permits are five years in duration and the next Regional Board has the authority change permit requirements. It could not be argued that the anti-backsliding provision of Clean Water Action Section 402(o) would compel the next Regional Board to continue the E-WMP. This is because anti-backsliding only applies to WQSs, not to the means of achieving them. Further, 402(o) contains other anti-backsliding exemptions.

³The Los Angeles County Board of Supervisors indicated at its March 12, 2013 public hearing on the Clean Beaches, Clean Water Fee Initiative that it does not intend to re-try this proposition as a 218 parcel fee. Instead, they suggested that if another fee measure is attempted it would be through a regular tax vote.

under the Receiving Water Limitation (RWL) section of the MS4 permit. The RWL can be interpreted to mean that if a permittee implements its SWMP in a timely and complete manner it will be in compliance with WQSs. If persistent exceedances of WQSs are detected from outfall discharges the permittee shall report them to the Regional Board along with a plan for improving BMPs to address the exceedances. This constitutes an “iterative process.” However, the MS4 permit appears to over-ride the RWL-iterative provision by requiring permittees to meet the WQSs by any means necessary by interim TMDL deadlines. Nevertheless, just to err on the side of caution, the City has chosen the I-WMP because it will provide more time for compliance with interim WLAs. It is expected that by the time compliance with interim TMDLs is due, the administrative petition and state-wide RWL language (expected to be decided by the State Water Resources Control Board some time in February of 2014), will have been resolved. Although Carson is opting for an I-WMP and CIMP, it shall work in cooperation with the following permittees on a watershed basis.

Watershed/Sub-watershed	Participating MS4s
<ul style="list-style-type: none"> • Los Angeles River, Reach 1 • Compton Creek 	<ul style="list-style-type: none"> • Carson and Compton • Carson and Compton
<ul style="list-style-type: none"> • Dominguez Channel 	<ul style="list-style-type: none"> • Carson • Compton • Gardena • Lawndale
<ul style="list-style-type: none"> • Machado Lake 	<ul style="list-style-type: none"> • Carson • Lomita

Each participating MS4 will be responsible for preparing its own individual WMPs and conducting its own monitoring. However, because each of these permittees shares the same consultant, cost-sharing of I-WMP and CIMP development may be achieved.

The I-WMP and CIMP shall be submitted to the Regional Board on or before June 28, 2014.

2. Water Quality Based Effluent Limitations and Receiving Water Limitations

Dry and wet weather interim and final water quality based effluent limitations (WQBELs) and receiving water limitations (RWLs) are discussed below. There is a definitional problem with these terms, however. Neither the MS4 permit nor state and federal law define or refer to an interim or final WQBEL or RWL. Nor is there a definition of a dry or wet weather WQBEL and RWL. However, based on conversations with Regional Board staff it appears that a dry and wet weather WQBEL is synonymous with a dry and wet weather waste load allocation in a TMDL, but applied to outfalls. And, it appears that a dry and wet weather RWL are TMDL WLAs applied to a receiving water. The use of the term RWL is confusing

because it does not square with its use under the Receiving Water Limitation section of the MS4 permit. Further, the MS4 permit defines a RWL to mean:

Any applicable numeric or narrative water quality objective or criterion, or limitation to implement the applicable water quality objective or criterion, for the receiving water as contained in Chapter 3 or 7 of the Water Quality Control Plan for the Los Angeles Region (Basin Plan), water quality control plans or policies adopted by the State Water Board, or federal regulations, including but not limited to, 40 CFR § 131.38.

Nevertheless, the foregoing definition is deficient to the extent that is limited only to water quality objectives (WQOs), which are State standards. The definition should only have referenced WQSS, which are federal standards and according to the Los Angeles Region Basin Plan also includes WQOs. Or it should have just added WQSS in the sentence, thereby making it clear that WQSS and WQOs are RWLs. This is an important distinction because a WQO cannot be interpreted to mean or apply to a TMDL.

Beyond this, if the Regional Board intended interim and final RWLs to mean WLAs that require compliance in receiving waters, based on in-stream monitoring, it is mistaken. As RWL language in the Order at V.A.1 explains: *Discharges from the MS4 that cause or contribute to the violation of receiving water limitations are prohibited.* From this, it would be unreasonable to conclude that an RWL can be expressed in interim or final terms. It has been suggested that the RWL is merely a compliance standard, expressed as a WLA, applied to the receiving water that must be complied through in-stream measurements. However, it is clear from Order section V.A.1 that determining violations of RWLs can only be determined by measuring discharges from the MS4 (viz., an outfall or end-of-pipe).

- i. *Dry and Wet Weather Interim and Final WQBELs for Los Angeles River TMDLs (Reaches 1 and 2)*

Los Angeles River Watershed TMDLs

Wet Weather WLAs				
Water Body	Copper	Lead	Zinc	Trash
Los Angeles River, Reach 1 and Compton Creek	17 ug/l	62 ug/l	159 ug/l	See Attachment #1
Water Body	Bacteria	-	-	-
Los Angeles River, Reach 1 and Compton Creek	235 MPN/100 ml	-	-	-

Water Body	Nutrients ⁴	-	-	-
Los Angeles River Reach 1 and Compton	7.2 mg/l	-	-	-
Dry Weather WLAs				
Water Body	Copper	Lead	Zinc	Trash
Los Angeles River Reach 1 and Compton Creek	23 ug/l (R 1) 19 ug/l (Compton Creek)	12 ug/l (R 1) 8.9 ug/l (Compton creek)	-	Same As Wet Weather
Water Body	Bacteria (Interim)	Bacteria (Final)	-	-
Los Angeles River Reach 1 and Compton Creek	2 MPN/day	235 MPN/100 ml	-	-

Dominguez Channel Watershed TMDLs

i. *Interim and Final WQBELs for Dominguez Toxics TMDL (wet weather only)*⁵

Toxics TMDL	Wet Weather Interim WLA	Deadline	Wet Weather Final	Deadline
• Total Copper	207.51 µg/L	March, 2012	1300.3 g/day	March 2032
• Total Lead	122.88 µg/L	March, 2012	5733.7 g/day	March 2032
• Total Zinc	898.87 µg/L	March, 2012	9355.5 g/day	March 2032
• Toxicity	2 TUc	March, 2012	1 TUc	March 2032

ii. *Interim and Final RWLs for Dominguez Toxics TMDL (wet weather only)*⁶

Toxics TMDL	Wet Weather Interim WLA	Deadline	Wet Weather Final	Deadline
• Total Copper	207.51 µg/L	March, 2012	1300.3 g/day	March 2032
• Total Lead	122.88 µg/L	March, 2012	5733.7 g/day	March 2032
• Total Zinc	898.87 µg/L	March, 2012	9355.5 g/day	March 2032
• Toxicity	2 TUc	March, 2012	1 TUc	March 2032

iii. *Interim and Final WQBELs for Machado Lake Nutrients TMDL (dry and wet weather)*⁷

⁴This TMDL does not apply because it is not valid. It is a "reconsideration" of the Los Angeles River Nitrogen and Related Effects TMDL to Incorporate Site-Specific Objectives for Ammonia that was adopted by the Los Angeles Regional Board on December 6, 2012. It has not been approved by the State Water Resources Control Board. Further, this proposed TMDL appears to apply only to waste water treatment facilities, not MS4s.

⁵Dominguez Channel freshwater allocations are set for wet weather only because no dry weather exceedances were recorded.

⁶See footnote 4 above.

⁷The WLAs for nutrients are not justified because the 2007 and 2010 303(d) lists do not identify any nutrient-related constituent as a point source – only as a non-point source. The Regional Board should correct these TMDL and any MS4 permit-related document to show that WLAs are inappropriate. Non-point source TMDLs require load allocations (LAs) only, which are not applicable to MS4s or other point sources (viz., waste water treatment systems).

Nutrients TMDL	Dry Weather Interim WLA	Deadline	Dry Weather Final	Deadline
• Total Phosphorous	1.25 mg/l	May, 2014	0.1 mg/l	September, 2018
• Total Nitrogen	2.45 mg/l	May, 2014	1.0 mg/l	September, 2018

Nutrients TMDL	Wet Weather Interim WLA	Deadline	Wet Weather Final	Deadline
• Total Phosphorous	1.25 mg/l	May, 2014	0.1 mg/l	September, 2018
• Total Nitrogen	2.45 mg/l	May, 2014	1.0 mg/l	September, 2018

iv. *Interim and Final RWLs for Machado Lake Nutrients TMDL (dry and wet weather)*⁸

Nutrients TMDL	Dry Weather Interim WLA	Deadline	Dry Weather Final	Deadline
• Total Phosphorous	1.25 mg/l	May, 2014	0.1 mg/l	September, 2018
• Total Nitrogen	2.45 mg/l	May, 2014	1.0 mg/l	September, 2018

Nutrients TMDL	Dry Weather Interim WLA	Deadline	Dry Weather Final	Deadline
• Total Phosphorous	1.25 mg/l	May, 2014	0.1 mg/l	September, 2018
• Total Nitrogen	2.45 mg/l	May, 2014	1.0 mg/l	September, 2018

v. *Interim and Final WQBELs for Machado Lake Toxics TMDL (dry and wet weather)*⁹

Toxics TMDL	Dry Weather Interim WLA	Deadline	Dry Weather Final	Deadline
• Total PCBs	59.9 ug/kg	September, 2019	59.9 ug/kg	September, 2019
• Total DDT	5.2 ug/kg	September, 2019	5.2 ug/kg	September, 2019
• Dieldrin	1.9 ug/kg	September, 2019	1.9 ug/kg	September, 2019
• Chlordane	3.24 µg/kg	September, 2019	3.24 ug/kg	September, 2019

Toxics TMDL	Wet Weather Interim WLA	Deadline	Wet Weather Final	Deadline
• Total PCBs	59.9 ug/kg	September, 2019	59.9 ug/kg	September, 2019

⁸See footnote 4 above.

⁹See foot note 4 above.

• Total DDT	5.2 ug/kg	September, 2019	5.2 ug/kg	September, 2019
• Dieldrin	1.9 ug/kg	September, 2019	1.9 ug/kg	September, 2019
• Chlordane	3.24 µg/kg	September, 2019	3.24 ug/kg	September, 2019

vi. *Interim and Final RWLS for Machado Lake Toxics TMDL (dry and wet weather)*

Toxics TMDL	Dry Weather Interim WLA	Deadline	Dry Weather Final	Deadline
• Total PCBs	59.9 ug/kg	September, 2019	59.9 ug/kg	September, 2019
• Total DDT	5.2 ug/kg	September, 2019	5.2 ug/kg	September, 2019
• Dieldrin	1.9 ug/kg	September, 2019	1.9 ug/kg	September, 2019
• Chlordane	3.24 µg/kg	September, 2019	3.24 ug/kg	September, 2019

Toxics TMDL	Wet Weather Interim WLA	Deadline	Wet Weather Final	Deadline
• Total PCBs	59.9 ug/kg	September, 2019	59.9 ug/kg	September, 2019
• Total DDT	5.2 ug/kg	September, 2019	5.2 ug/kg	September, 2019
• Dieldrin	1.9 ug/kg	September, 2019	1.9 ug/kg	September, 2019
• Chlordane	3.24 µg/kg	September, 2019	3.24 ug/kg	September, 2019

vii. *Dry and Wet Weather Interim and Final WQBELs for Trash*

The City is subject to the Machado Lake Trash TMDLs. A trash WQBEL is a BMP that includes the implementation of institutional and/or structural controls (viz., debris screens or vortex separation systems). Implementation of either option in accordance with the TMDL's requirements places a permittee in compliance with "scheduled" WLA targets. The final WLA is zero. The zero WLA is achieved by, for example, installing debris screens in all catch basins that are hydrologically connected to a water body that is subject to the trash TMDL. In actual terms, debris screens and vortex separation systems are only capable of reducing trash by 80-85%. It should be noted that the TMDLs do not reference an interim WLA, only a final WLA. Further, this TMDL does not reference the term WQBELs as applicable to outfalls as WLAs. Still, it must be assumed they are the same. It is unclear why there is a need for this distinction.

TMDL	Dry Weather Interim WLA	Wet Weather Final WLA
Machado Lake Trash (see attachment #2)	zero	zero

viii. *Dry and Wet Weather Interim and Final Trash RWLs*

Same as (vii).

3. *Watershed Control Measures*

It is not clear if the MS4 permit requires watershed control measures for the I-WMP option non-TMDL pollutants. Nevertheless, the City's I-WMP shall identify watershed controls measures (WCMs) to be considered for implementation based on monitoring data generated from the CIMP. If persistent exceedances are detected, the I-WMP will be amended to include BMPs tailored to address the exceedances for TMDL or non-TMDL pollutants. The BMPs will be implemented to include one or more of the 6 minimum control measures mandated for MS4s under the Clean Water Act that will be specific to the TMDL.

Should additional WCMs be required, based on monitoring data indicating persistent exceedances detected at the outfall against ambient standards, the City will rely on implementation plans already developed for TMDLs by a number of permittees, including the County of Los Angeles Watershed Management Division. Specifically, it will review both structural and non-structural BMPs in the various implementation plans. The BMPs will undergo a reasonable assurance analysis using an appropriate performance-predicting model. Selection of the final BMP or suite of final BMPs will be based on the extent of the pollution problem (viz., the frequency and level of exceedances) and their individual or combined efficacy in addressing the exceeded WLAs.

4. *Demonstration of a Low Impact Development Ordinance*

The City has begun development of the LID ordinance to the extent that: (1) it has reviewed the City and County of Los Angeles' versions; and (2) is considering a more abbreviated ordinance of its own. The City's experience with the Standard Urban Stormwater Management Program (SUSMP) ordinance is that the more requirements specified in a code can result in less flexibility that could, as a result, pose a problem to enforcement. The City, therefore, is leaning towards code language that will be brief and will defer to LID guidelines that the City plans to develop at a later date, just as was the case for the SUSMP ordinance. It was the stormwater quality management plan (SQMP) development planning/SUSMP guidelines under the previous Order that actually determined how compliance was to be specifically achieved. Further, guidelines can be easily amended as opposed to amending the code.

5. *Demonstration of Green Street Policy Development*

The Green Street Policy shall be based on the requirements of the Order which applies to the **Land Use Development Program** and its subject new development and redevelopment projects:

Street and road construction of 10,000 square feet or more of impervious surface area shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to stand alone streets, roads, highways, and freeway projects, and also applies to streets within larger projects.

This provision clearly directs permittees to follow USEPA guidance to the maximum extent practicable¹⁰ and is applicable to 10,000 square feet or more of impervious surface. The City shall apply it to new transportation corridors in areas of new development which are defined as *standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects*. It shall not, as specified in the Order, apply to routine maintenance for subject redevelopment projects necessary to:

maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade

The City's commitment to this policy shall be expressed through: (1) the Land Use Development element of its Stormwater Management Program ("SWMP"), which includes this and five other minimum control measures; and through (2) its General Plan Transportation Element at the time of its next update. The policy shall be effectuated as a type of infiltration best management practice (BMP) permittees have been incorporating into new and redevelopment projects under the previous Order's SUSMP since 2006.

The City sees no necessity in placing or implementing its green street program in its I-WMP. This is because green infrastructure is associated with the Land Use Development Program which is a mandatory core SWMP component that would be implemented even if a permittee only chose to rely on its minimum control measures ("MCMs") to achieve compliance with TMDLs and other water quality standards.

6. *Technical Advisory Committee*

The MS4 permit specifies a technical advisory committee ("TAC") that will "advise and participate" in the development of WMPs and E-WMPs. It is not clear if the MS4 permit intended the TAC to also include I-WMPs. Further, although the TAC is to be comprised of representatives of watershed management areas ("WMAs") it does not specify a procedural mechanism for choosing them. The previous MS4 permit specified watershed management committees which were structured to make decisions based on majority rule. These committees were not carried over to this MS4 permit. A similar decision-making mechanism will need to be developed for selecting the TAC.

END SECTION I

¹⁰MEP will be based on, among other factors, cost and infiltration rates and shall allow for infiltration of street runoff through other media such as porous concrete.

Notice of Intent II. Coordinated Integrated Monitoring Plan

The City declares its preference for participation in a Coordinated Integrated Monitoring Plan ("CIMP"). The CIMP will include participation with other MS4 permittees according to watersheds as mentioned above. The CIMP will address all of the monitoring requirements specified in the MS4 permit's Monitoring and Reporting Program ("MRP") element. The purpose of the CIMP is to: (1) characterize watersheds/sub-watersheds relative to WQs; (2) determine to what extent MS4 permittees are meeting or not meeting WQs; and (3) achieve monitoring cost savings through collective participation with other permittees sharing common watershed location.

The City takes the position that a comparison of outfalls discharges against ambient referents is the only legally valid monitoring requirement for determining compliance. To this end, the City shall collect outfall samples in accordance with the MRP and measure them against ambient standards.¹¹ Ambient standards have been used by the Los Angeles Regional Water Quality Control Board's Surface Water Ambient Program (SWAMP) for Dominguez Channel, Los Angeles River, and Machado Lake. It should be noted, however, that the Regional Board has not adhered to a consistent definition of ambient water quality monitoring. Although it references ambient in the Los Angeles River metals and bacteria TMDLs, it has not done so for the Dominguez Channel Harbors Toxics TMDL and for the Machado Lake Nutrients and Toxics TMDLs.

Ambient water quality monitoring is generally understood to mean collecting water quality samples during dry weather either during the dry season or during the wet season following a storm event. This has been confirmed by the Regional Board's SWAMP. SWAMP indicated that initially it performed ambient monitoring between 48 and 72 hours after a storm event. It later chose to conduct ambient during the spring and summer because there was no significant difference between the two sampling periods.

Measuring outfall discharges against wet weather WLAs is not required under federal or state law.¹² This argument is also reflected in the City's administrative petition challenging the MS4 permit. Nevertheless, the City shall compare outfall discharges against wet weather WLAs and data generated from existing in-stream stations relative to applicable TMDLs as well as against ambient discharges for purposes of reference and comparison rather than compliance.

END SECTION II

¹¹It is well established that water quality standards, including California Toxics Rule standards, are ambient standards.

¹²See State Water Resources Control Board Order WQ 2001-15, page 10-11.