



## AGENDA REPORT

**Meeting Date:** May 23, 2013  
**Item Number:** F-4  
**To:** Honorable Mayor & City Council  
**From:** Christian Di Renzo, Senior Management Analyst  
**Subject:** AUTHORIZATION FOR DEVELOPMENT OF AN ENHANCED WATERSHED MANAGEMENT PROGRAM FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT COMPLIANCE

**Attachments:**

1. Draft Notice of Intent (NOI) – Enhanced Watershed Management Program & Coordinated Integrated Monitoring Program
2. Draft Enhanced Watershed Management Program Cost Sharing Memorandum of Understanding (MOU)

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### **RECOMMENDATION**

It is recommended that the City Council direct staff to move forward with development of an Enhanced Watershed Management Program (EWMP) with the cities of Los Angeles, West Hollywood, Culver City, Santa Monica, Inglewood, County of Los Angeles and the Los Angeles County Flood Control District (i.e. the Ballona Creek Watershed).

### **BACKGROUND**

On November 28, 2012, the Los Angeles Regional Water Quality Board (LARWQCB) adopted a new Municipal Separate Storm Sewer System Permit (MS4 Permit) to ensure compliance with regulations established through the Federal Clean Water Act. With this new permit many additional regulations are required of cities and counties to ensure acceptable water quality standards are maintained with respect to stormwater discharges.

As a part of the requirements the City will need to evaluate the three implementation methods available to comply with the permit consisting of: 1) the traditional approach requiring that strict numeric standards are met 2) preparation and implementation of a Watershed Management Program (WMP) or 3) preparation and implementation of an Enhanced Watershed Management Program EWMP. Staff has reviewed the impacts associated with each method and believes that the EWMP provides the best approach for the City in seeking compliance with the permit. Both the benefits and negative impacts for each method have been considered and are further outlined within this staff

report. This report is being brought before you because the City must declare its intent (via the attached NOI) to join a EWMP by June 28, 2013. Moreover, the attached MOU for cost sharing commitment must be executed by this date as well.

The new permit contains three implementation methods, including a traditional numeric standards approach, a Watershed Management Program (WMP) approach, or an Enhanced Watershed Management Program (EWMP) approach. Option one is a traditional approach where the City alone is responsible for ensuring compliance and instituting the new MS4 Permit provisions. However, it provides no protection from numeric water quality limits and requires immediate implementation triggers with no additional time for addressing new permit provisions as they went into effect upon the permit's adoption. The numeric limits are strict numbers that the City would need to meet, with no option to provide mitigating Best Management Practices (BMPs) as an alternative method of compliance. The remaining two options, involving the preparation of a watershed management plan, provide advantages to the traditional approach.

The Ballona Creek member agencies have been collaborating as one watershed since the first Ballona Creek Total Maximum Daily Loads (TMDLs) were adopted by the LARWQCB. The TMDL monitoring in Ballona Creek and Estuary have been implemented in a coordinated manner and has been cost-shared by all Ballona Creek agencies as well as Caltrans since 2009. Between the three years from FY 2012/13 to FY 2014/15 the City of Beverly Hills will contribute approximately \$42,390 for bacteria monitoring and \$56,762 for metals and toxic pollutants. The City of Los Angeles will be the lead agency for developing the EWMP and Coordinated Integrated Monitoring Program (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 as required by the MS4 Permit.

### **EWMP versus WMP**

In response to the fact that there are various factors that make it challenging for cities to control every pollutant source within our boundaries (and thereby comply with the strict numeric standards), the MS4 Permit provides an adaptive management approach to meet the interim standards set in the TMDLs. This allows the City to show action-based compliance (rather than numeric) through the implementation of a Watershed Management Plan (WMP) or an Enhanced Watershed Management Plan (EWMP). Both are planning documents to integrate the various permit provisions, including TMDL compliance, monitoring, Receiving Water Limitations, and non-stormwater discharges.

The requirements for Watershed Management Programs consist of the following:

- Prioritize water quality issues resulting from stormwater and non-stormwater discharges from the MS4 to receiving waters
- Identify and implement strategies, control measures, and BMPs
- Execute an integrated monitoring program to determine progress towards achieving applicable limitations
- Modify strategies, control measures, and BMPs as necessary based on analysis of monitoring data to ensure that applicable water quality-based effluent limitations and receiving water limitations are achieved
- Provide an opportunity for meaningful stakeholder input through a Technical Advisory Committee (TAC)

**EWMP additional standards**

- Identify multi-benefit regional projects
- Conduct modeling analysis to determine if regional multi-benefit projects could be built to retain through infiltration or capture and reuse the volume from the 85<sup>th</sup> percentile 24-hour storm for the drainage area tributary to the multi-benefit project. If such a project is feasible then the land area draining to the project would obtain action based compliance with interim and final TMDL standards

In order to be eligible for the benefits the WMP and/or EWMP provide, the following timeline must be met otherwise the numeric compliance is the only option available to cities.

Permit Milestone	Milestone Date	Task
Effective Date of Order	December 28, 2012	
60 Days from Effective Date	February 26, 2013	Initiate development of a LID (Low Impact Development) ordinance and Green Streets Policy
6 months from Effective Date	June 28, 2013	Complete draft of LID ordinance and Green Streets Policy
6 months after Effective Date	June 28, 2013	Notify Regional Water Board of intent to develop WMP or EWMP
12 months from Effective Date	December 28, 2013	Submit Draft 12-Month WMPs
18 months from Effective Date	June 28, 2014	Submit Draft 18-Month WMPs Submit EWMP Work Plans
30 months from Effective Date	June 28, 2015	Submit Draft EWMPs

**Planning Dates: Anticipated EWMP Approval Dates**

Permit Milestone	Milestone Date	Task
<ul style="list-style-type: none"> <li>• 30 months after Order effective date</li> </ul>	June 28, 2015	Submit Draft EWMPs
<ul style="list-style-type: none"> <li>• 4 months from Draft EWMP</li> </ul>	October 2015	Regional Water Board provides comments on EWMP
<ul style="list-style-type: none"> <li>• 3 months from Regional Board comments</li> </ul>	January 2016	Submit Final EWMP
<ul style="list-style-type: none"> <li>• 3 months from submission of final EWMP</li> </ul>	April 2016	Regional Board approval of EWMP Begin implementing EWMP

It should be noted that the City of Beverly Hills has been an active member of the L.A. Permit Group<sup>1</sup> which retained a technical consultant services contract with Larry Walker and Associates to develop some of the documents required by the MS4 Permit (e.g. a draft LID ordinance and Green Streets Policy has been developed). This consultant process has been coordinated more specifically by the Ballona Creek Watershed group and, in particular, the City of Los Angeles. The City of Los Angeles will provide notification to LARWQCB on behalf of the participating cities (including Beverly Hills) via the Notice of Intent and MOU thus meeting the June 28, 2013, compliance deadline.

In addition to the advantages associated with the extended timeline shown above, if the City chooses to participate (along with all the other Ballona Creek Watershed members who have committed) in an Enhanced Watershed Management Plan, enforcement or third party litigation is not allowed for an exceedance; however, there are very specific monitoring, tracking, and reporting requirements, the City would need to complete in the event of an exceedance or nuisance.

Staff has reviewed the options available and in agreement with other agencies of the Ballona Watershed, believes that an EWMP offers the best path toward compliance for the City.

#### **Consequences of Noncompliance**

Regardless of the path chosen the City will be responsible for implementing the provisions as dictated by the MS4 Permit. If compliance is not met the City is subject to fines of up to \$10,000 per day by the LARWQCB as well as third party lawsuits from nongovernmental organizations.

#### **Work Plan Development Process**

The process involved in the preparation of a Watershed Management Plan along with the implementation of such a plan is complicated and time consuming. The City's implementation of the MS4 Permit will require extensive knowledge of the permit language along with an understanding of the exact monitoring process to be followed. The permit itself is approximately 500 pages in length and places a significant burden on cities to ensure compliance with the numerous regulations prescribed.

One of the benefits of joining the EWMP is that the City of Los Angeles, which covers 82% of the watershed, will take the lead and principal responsibility for development of the plan itself, the CIMP and its reporting obligations. This practice is very similar to the one currently undertaken as part of the TMDL monitoring program which began in 2009. All members of the watershed contribute financially in proportion to their watershed land area. This same cost sharing methodology would be employed in funding the EWMP plan and CIMP.

#### **FISCAL IMPACT**

The costs associated with the preparation of the EWMP are estimated to be \$1.4 million of which the City of Beverly Hills would be required to contribute approximately 4.5% of this cost or about \$60,000.

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<sup>1</sup> The LA Permit Group is a consortium of 62 cities throughout LA County that voluntarily came together as a single voice to review and prove the Water Regional Board comments during the renegotiation of the newly adopted MS4 Permit. The Group also pooled together its financial resources to engage consultant expertise.

However the overall costs to meet the requirements of the MS4 Permit are difficult to determine at this time because the implementation plans have not been developed. Given that the development of the EWMP plan will cost \$1.4 million, it is certain that the actual implementation of the program will be exponentially higher when considering the funding of multi-benefit regional projects. For instance, the City of Los Angeles is looking to develop a LFTF-1 (Low Flow Treatment Facility) on a sliver of vacant land in Culver City which would treat approximately 65% of the watershed's dry weather runoff. The project's cost is estimated at \$6.25 million. Although roughly \$2 million would be offset by grant funding, the members of the Ballona Creek Watershed would be required to contribute funds in proportion to their watershed land mass. The requirements established by the Water Board are far-reaching and untested. For the time being staff assumes that complete compliance for the City of Beverly Hills could range from \$3.5 to \$4 million over the term of the five-year permit. An estimated \$1.2 million of this cost is spread among the FY 13/14 and FY 14/14 requested CIP budget for compliance with the trash TMDL.

Mahdi Aluzri  
Approved By



# **Attachment 1**

# CITY OF LOS ANGELES

CALIFORNIA



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MAYOR

BUREAU OF SANITATION

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DIRECTOR

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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

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

Dear Mr. Unger;

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](mailto:Shahram.kharaghani@lacity.org) or phone (213) 485-0587 or your staff may contact Hubertus Cox at [Hubertus.cox@lacity.org](mailto:Hubertus.cox@lacity.org) or phone (213) 485-3984.



Sincerely

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

SK/HC/RT

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  
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**

## 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.

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

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

## 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 85<sup>th</sup> 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 are 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 Work Plan, the CIMP and the EWMP Plan development is \$1.4M. This estimate assumes that the CIMP and EWMP will, in part, be based on the existing TMDL Coordinated Monitoring Plans and Implementation Plans.

#### **7. Memorandum of agreement (Section VI.C.4.b.iii.(3))**

Attachment 5 includes the final draft of the Memorandum of Agreement 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 5). 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 monthly 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
<b>Work Plan</b>	
Draft Technical memos <ul style="list-style-type: none"> <li>• Identification of water quality priorities</li> <li>• Existing and future watershed control measures, identification of potential regional projects</li> <li>• Reasonable assurance analysis approach</li> <li>• BMP selection approaches</li> </ul>	January 2014
Draft Work Plan	April 2014
Final Work Plan submitted to the LARWQCB	June 2014
<b>Coordinated Integrated Monitoring Plan</b>	
Draft Technical memos <ul style="list-style-type: none"> <li>• Outfall and receiving water monitoring approach</li> <li>• Monitoring sites selection</li> <li>• New development and redevelopment effectiveness tracking</li> </ul>	March 2014
Draft CIMP	April 2014
Final Draft CIMP submitted to the LARWQCB	June 2014
<b>Enhanced Watershed Management Program</b>	
Draft Technical memos <ul style="list-style-type: none"> <li>• Approach to US EPA TMDLs, 303(d) listings, other exceedances of RWLs</li> <li>• Final selection of regional projects</li> <li>• Feasibility analyses of regional projects, customization of MCMs, identification of other BMPs</li> <li>• Project schedules and cost estimates</li> </ul>	<ul style="list-style-type: none"> <li>• August 2014</li> <li>• September 2014</li> <li>• December 2014</li> <li>• February 2015</li> </ul>
Draft EWMP	April 2015
Final Draft EWMP submitted to the LARWQCB	June 2015

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

To be determined. Include a one-page fact sheet of the proposed project in Attachment 6.

### 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	% EWMP area	Status LID ordinance
City of Los Angeles	83.2	TBD
County of Los Angeles	4.0	TBD
LAC Flood Control District	NA	NA
City of Beverly Hills	4.6	TBD
City of Culver City	4.0	TBD
City of Inglewood	2.4	TBD
City of West Hollywood	1.4	TBD
City of Santa Monica	0.3	TBD

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

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

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

EWMP agency	% EWMP area	Status green street policies
City of Los Angeles	83.2	TBD
County of Los Angeles	4.0	TBD
LAC Flood Control District	NA	NA
City of Beverly Hills	4.6	TBD
City of Culver City	4.0	TBD
City of Inglewood	2.4	TBD
City of West Hollywood	1.4	TBD
City of Santa Monica	0.3	TBD

## 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	Status

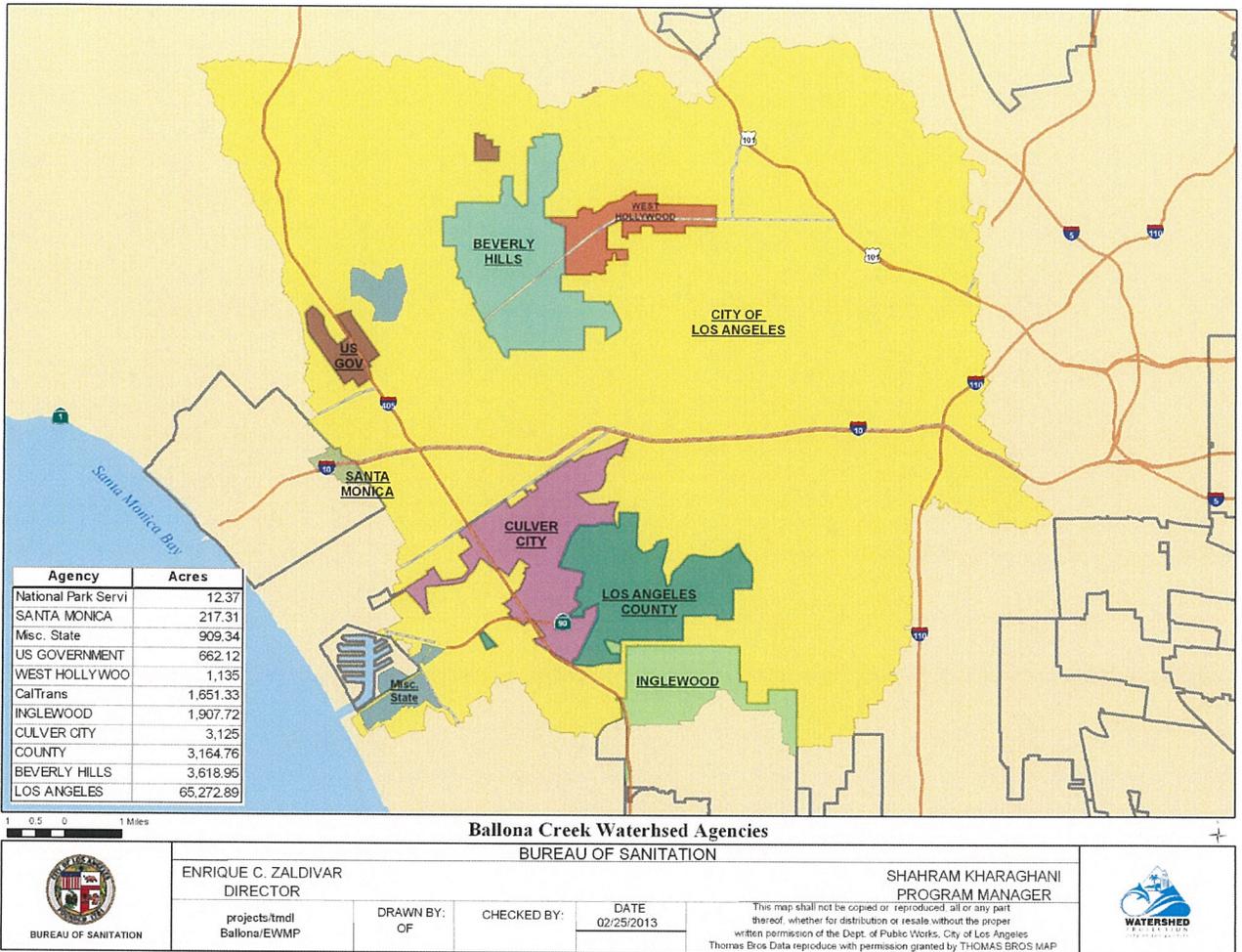
Four TMDLs have interim and/or final compliance milestones prior to the final approval of the EWMP by April 28, 2016 as summarized in Table 2. The Ballona Creek EWMP agencies will continue the implementation of watershed control measures concurrently with EWMP Plan development to ensure compliance with 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 7.
- **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 Inglewood, and City of Beverly Hills. The requests provide for detailed action plans that the agencies collectively and individually will take to ensure compliance with their respective Time Schedule Orders.

- **Final dry weather compliance milestone of the Ballona Creek Metals TMDL**: The final compliance milestone date is January 11, 2016. As included in Attachment 8, 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.**



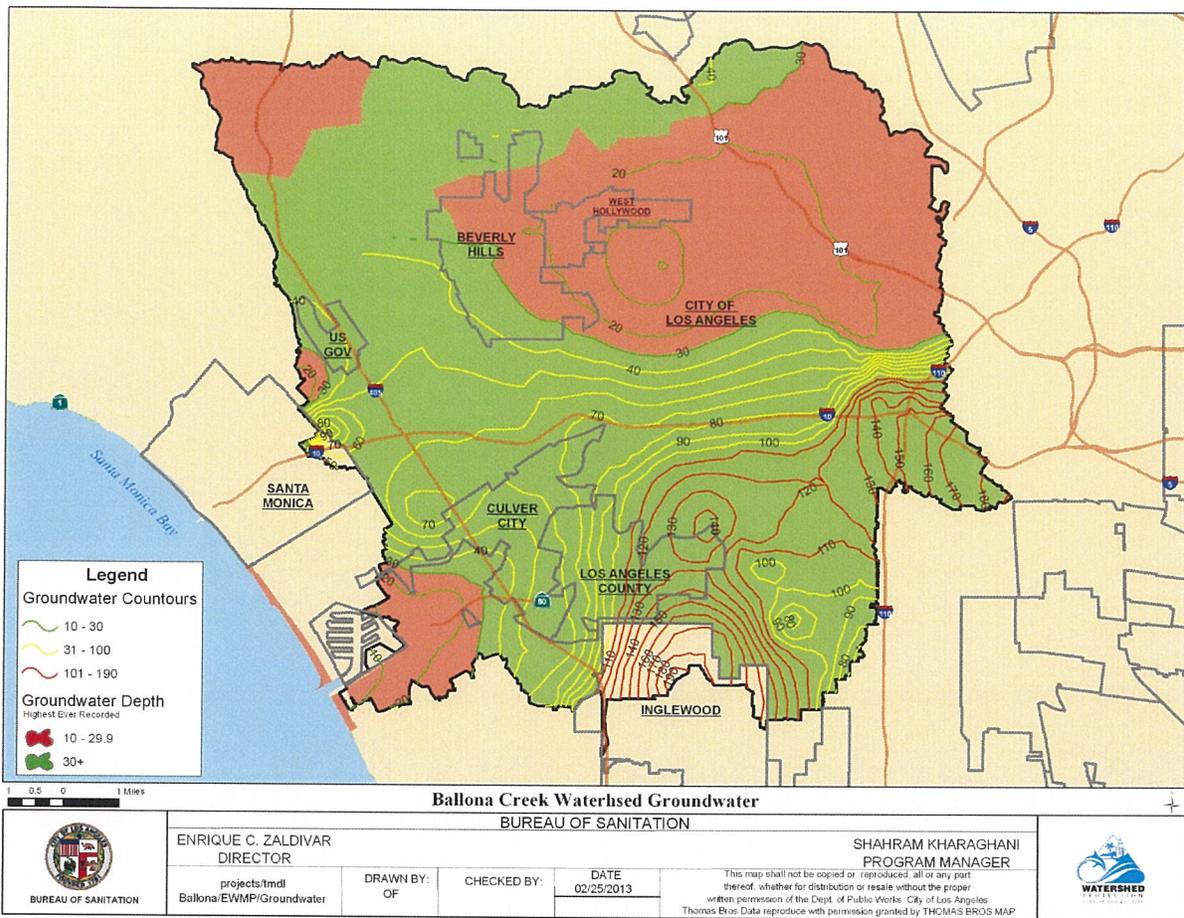
**Attachment 2. Open space in Ballona Creek watershed.**



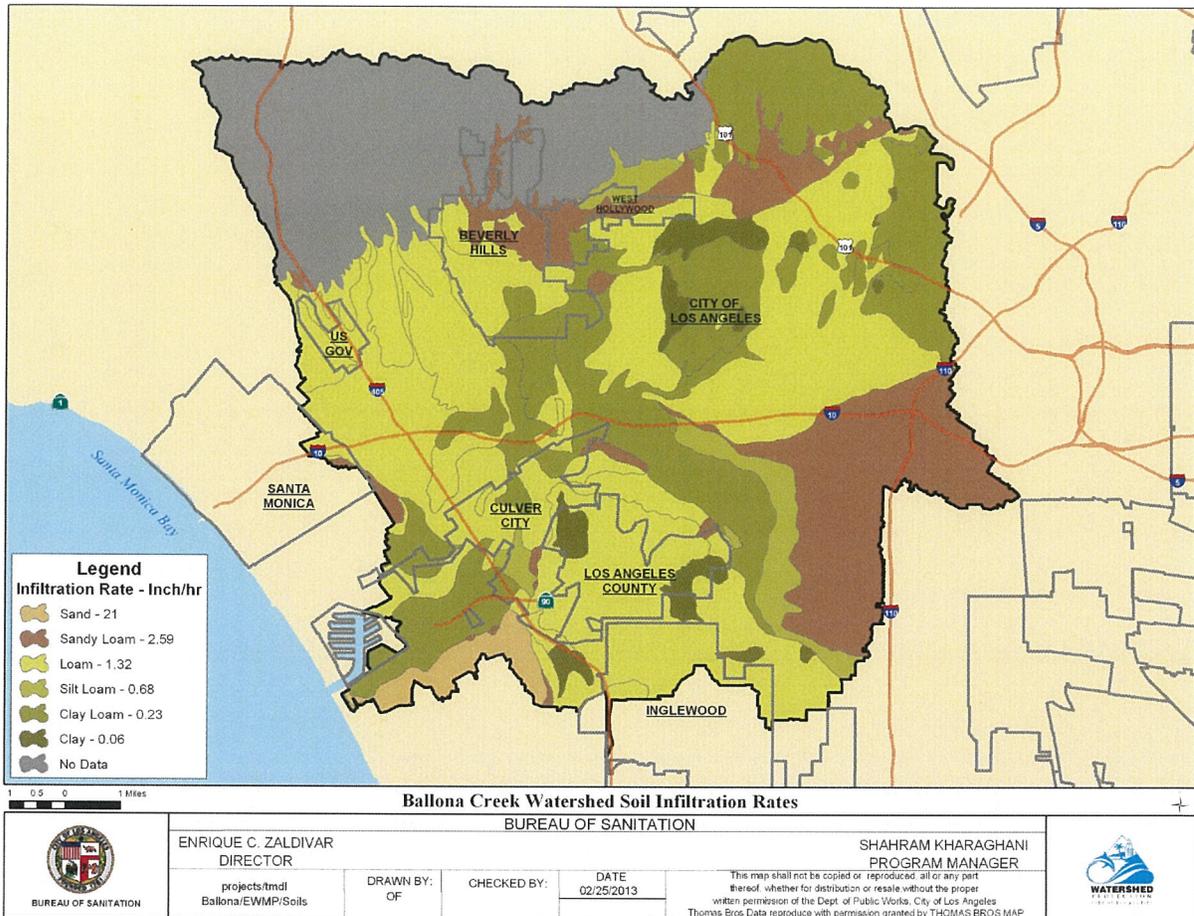
**Ballona Creek Watershed Open Space**

 BUREAU OF SANITATION	ENRIQUE C. ZALDIVAR DIRECTOR		BUREAU OF SANITATION		SHAHRAM KHARAGHANI PROGRAM MANAGER	 WATERSHED PROTECTION
	projects/mdl Ballona/EWMP/Methane	DRAWN BY: OF	CHECKED BY:	DATE 02/25/2013		

**Attachment 3. Groundwater level in Ballona Creek watershed.**



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



**Attachment 5. Cost sharing of plan development.**

Final draft of cost-sharing MOA.  
Signed letters of intent.

**Attachment 6. Proposed structural project.**

Project fact sheet.

**Attachment 7. Specific actions and status of compliance by EWMP agencies for compliance with interim and final milestones of the Ballona Creek Trash TMDL.**

Agencies to provide.

**Attachment 8. 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%

# **Attachment 2**

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 body corporate and politic; and the County of Los Angeles, a body corporate and politic. 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 the 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 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 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 herein contained, it is hereby agreed as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of 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 date of the final execution by the Parties or December 28, 2013, whichever comes first, and shall remain and continue to remain in effect until the Regional Board's final approval date of the last outstanding portion of the Plans. If a Party does not execute this Agreement 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 cost at the termination of this MOU will be reimbursed to the Parties.

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.
- 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 at the termination of the MOU or cancellation thereof and return the unused portion of all funds deposited with the City of Los Angeles using the cost allocation formulas in Exhibit A.
- f. To notify the Parties if the actual cost of the preparation of the Plans will exceed the cost estimates shown 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 48 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. The Parties shall indemnify, defend and hold harmless each other, their 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 fees), arising from or connected with the entry onto the Facilities. This indemnification is in addition to the other indemnities made herein.

#### 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 Agreement.

#### Section 10. Indemnification

- a. Pursuant to Government Code Section 895.4 and 895.6, each Party shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this MOU.
- b. Each Party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
- c. In the event of third-party loss caused by negligence, wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its

percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

#### Section 11. Termination or Amendment

- a. This MOU may be terminated by a Party or Parties pursuant to the mutual agreement of all Parties. If the 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 substantial change is made to the MS4 Permit with regards to compliance through the EWMP Plan or CIMP, this MOU may be amended by mutual agreement of all Parties in the manner of original execution.
- c. 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 Agreement 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 Agreement 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.
- f) Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this Agreement 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 BEVERLY HILLS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey C. Kolin, City Manager

ATTEST:

\_\_\_\_\_  
Mahdi Aluzri  
Acting Director of Public Works

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

Draft

**CITY OF SANTA MONICA**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rod Gould, City Manager

ATTEST:

By: \_\_\_\_\_  
Maria Stewart  
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

DRAFT

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_ Date

Draft

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
GAIL FARBER

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

Draft

## 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) April 28, 2016 (final plan)	\$659,495
Project Management, Coordination & Meetings	Ongoing	\$234,210
<b>Estimated Contract Cost</b>	-	<b>\$ 1,317,050</b>

**Table 2. Estimated Total Cost and LACFCD Contribution**

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

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

Party	Acres	Percent of Area <sup>(1)</sup> (%)	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
<b>Total</b>	<b>78,441.63</b>	<b>100</b>	<b>\$1,382,903</b>

<sup>1</sup> 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**

<b>Party</b>	<b>First Invoice (Jan 2014)</b>	<b>Second Invoice (Jul 2014)</b>	<b>Total Invoice Amount</b>	<b>Contingency (10%)<sup>1</sup></b>	<b>Total Cost including Contingency</b>
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

<sup>1</sup> 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

### 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](mailto:Shahram.Kharaghani@Lacity.org)  
Phone: (213) 485-0587  
Fax: (213) 485-3939
2. City of Beverly Hills  
455 North Rexford Drive  
Beverly Hill, CA 90210  
Party Representative: Daniel Cartagena, Senior Management Analyst  
[dcartagena@beverlyhills.org](mailto:dcartagena@beverlyhills.org)  
Phone No.: (310) 285-1189  
Fax: (310) 278-1838
3. City of Culver City  
9770 Culver Blvd., 2<sup>nd</sup> Floor  
Culver City, CA 90232-0507  
Party Representative: Charles D. Herbertson, Director of Public Works/City Engineer  
[charles.herbertson@culvercity.org](mailto:charles.herbertson@culvercity.org)  
Phone No.: (310) 253-5630  
Fax: (310) 253-5626
4. City of Inglewood  
Public Works Department  
1 Manchester Blvd.  
Inglewood, CA 90301  
Party Representative: Lauren Amimoto, Senior Administrative Analyst  
[lamimoto@cityofinglewood.org](mailto:lamimoto@cityofinglewood.org)  
Phone No.: (310) 412-5192  
Fax: (310) 412-5552
5. City of Santa Monica  
Environmental Programs Division  
200 Santa Monica Pier #K  
Santa Monica, CA 90401  
Party Representative: Neal Shapiro, Urban Runoff Management Coordinator

Neal.Shapiro@smgov.net, [www.santa-monica.org/environment](http://www.santa-monica.org/environment)  
Phone No.: (310) 458-8223  
Fax: (310) 393-1279

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  
[Sperry@weho.org](mailto:Sperry@weho.org)  
Phone No.: (323) 848-6368  
Fax: (323) 848-6564

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