



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

71 December 19, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

December 19, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY FOR THE COUNTY OF LOS ANGELES AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ENTER INTO A
MEMORANDUM OF AGREEMENT WITH THE CITIES OF BEVERLY HILLS,
CULVER CITY, INGLEWOOD, LOS ANGELES, AND WEST HOLLYWOOD FOR
PLANNING, DESIGN, AND CONSTRUCTION OF THE BALLONA CREEK
BACTERIA TOTAL MAXIMUM DAILY LOAD PROJECT
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee, on behalf of the County of Los Angeles, and the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute a Memorandum of Agreement, including subsequent amendments, to financially contribute to the planning, design, and construction costs associated with the following regional facilities: Low Flow Treatment Facility 1 at Ballona Creek; Low-Flow Treatment Facility 2 at Sepulveda Channel; and Mesmer Low-Flow Diversion Facility at Centinela Creek. These three regional facilities are collectively known as the Ballona Creek Bacteria Total Maximum Daily Load Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for the Ballona Creek Bacteria Total Maximum Daily Load Project under the California Environmental Quality Act, consider the Environmental Impact Report, prepared and adopted by the City of Los Angeles as lead agency; certify that the Board has independently reviewed, considered, and reached its own conclusions regarding the environmental effects of Public

Works' approvals related to the Ballona Creek Bacteria Total Maximum Daily Load Project; and find that the proposed actions are within the scope of the Final Environmental Impact Report prepared by the City of Los Angeles as lead agency.

2. Authorize the Director of Public Works or his designee, on behalf of the County of Los Angeles, to enter into a Memorandum of Agreement with the Cities of Beverly Hills, Culver City, Inglewood, Los Angeles, and West Hollywood to contribute a total not-to-exceed amount of \$1,053,784.98 in Fiscal Year 2023-24 for planning, design, and construction costs associated with the Ballona Creek Bacteria Total Maximum Daily Load Project.

3. Authorize the Director of Public Works or his designee, on behalf of the County of Los Angeles, to execute any necessary amendments, including extensions of term, to this Memorandum of Agreement provided that any amendments do not increase the amount of the County of Los Angeles' funding contribution by more than 10 percent.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Acting as a responsible agency for the Ballona Creek Bacteria Total Maximum Daily Load Project under the California Environmental Quality Act, consider the Environmental Impact Report, prepared and adopted by the City of Los Angeles as lead agency; certify that the Board has independently reviewed, considered, and reached its own conclusions regarding the environmental effects of Los Angeles County Flood Control District's approvals related to the Ballona Creek Bacteria Total Maximum Daily Load Project; and find that the proposed actions are within the scope of the Final Environmental Impact Report prepared by the City of Los Angeles as lead agency.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into a Memorandum of Agreement with the Cities of Beverly Hills, Culver City, Inglewood, Los Angeles, and West Hollywood to contribute a total not-to-exceed amount of \$1,500,000 in Fiscal Years 2023-24 and 2024-25 for planning, design, and construction costs associated with the Ballona Creek Bacteria Total Maximum Daily Load Project.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute any necessary amendments, including extensions of term, to this Memorandum of Agreement provided that any amendments do not increase the amount of the Los Angeles County Flood Control District's funding contribution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the Ballona Creek Bacteria Total Maximum Daily Load Project is within the scope of the project impacts analyzed in the Final Environmental Impact Report and authorize funding contributions toward the implementation of the project, aimed at improving the water quality of the Ballona Creek and Santa Monica Bay and increasing the region's local water supply resilience.

In June 2006, the Los Angeles Regional Water Quality Control Board adopted a Basin Plan Amendment establishing the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria Total Maximum Daily Load (TMDL) to address bacteria pollutants being discharged into Ballona Creek. Typical sources of bacteria pollutants include animal and pet waste, which can be mobilized by overwatering of lawns. The Cities of Beverly Hills, Culver City, Inglewood, Los Angeles, and West

Hollywood (Cities); the County of Los Angeles; and the Los Angeles County Flood Control District are required to comply with this Bacteria TMDL.

As part of the plan to address the Bacteria TMDL, the Cities, County, and District have collectively partnered to develop the Ballona Creek Bacteria TMDL Project, which will be led by the Cities of Los Angeles and Culver City. During dry weather, the project will divert urban runoff from approximately 90 percent of the watershed for treatment to improve the water quality. The project is comprised of three regional facilities: Low-Flow Treatment Facility 1 at Ballona Creek (LFTF-1); Low-Flow Treatment Facility 2 at Sepulveda Channel (LFTF-2); and Mesmer Low-Flow Diversion Facility at Centinela Creek (Mesmer).

The City of Los Angeles will operate and maintain LFTF-1 and LFTF-2, and the City of Culver City will operate and maintain Mesmer to ensure proper function and performance. The Cities, County, and District expect to implement a separate Memorandum of Agreement (MOA) regarding the operation and maintenance costs for the project.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1 Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by developing cooperative partnerships with local agencies to reduce costs and leverage resources and by implementing projects in compliance with the Municipal Separate Storm Sewer System Permit, which improves stormwater quality and increases local water supply.

FISCAL IMPACT/FINANCING

The Cities and the County have agreed to split facility costs based on the jurisdictional land area within each facilities' drainage area and environmental permitting costs based on the jurisdictional land area within the entire Ballona Creek Watershed. The District will not contribute based on land area due to its negligible land footprint within the watershed; however, it has provided significant support in obtaining various required permits and covered several permitting fees. In addition, the District has committed to contributing \$1,500,000 toward the completion of LFTF-1. The Cities of Los Angeles and Culver City have applied for funds from the Safe, Clean Water Program (SCWP) toward the construction of the project. The City of Los Angeles was awarded \$15,000,000 in SCWP funding toward LFTF-1 and LFTF-2. The City of Culver City was awarded \$950,000 in SCWP funding toward Mesmer. The City of Culver City also received Proposition 1 Integrated Regional Water Management funding in the amount of \$607,847 and Caltrans funding in the amount of \$230,000 toward the Mesmer facility.

The initial, environmental, and permitting expenditures (planning) for the project are estimated at \$1,114,767. The design and construction costs for LFTF-1, LFTF-2, and Mesmer are estimated at \$64,476,326.55, \$28,209,000, and \$2,103,192, respectively. As shown in Exhibit A of the MOA, the County's not-to-exceed contribution amount toward the planning, design, and construction of the project (after accounting for funds from SCWP, Proposition 1, Caltrans, and District contribution), is \$1,053,784.98. As the project owners, the Cities of Los Angeles and Culver City will act as the lead agencies and project implementers under the MOA and will administer all necessary contracts to complete the project by June 2025.

The County's total not-to-exceed contribution of \$1,053,784.98 for the planning, design, and

construction of the project was included in the Public Works General Fund (Fund A01, Other Charges) Fiscal Year 2022-23 Budget. This funding has been carried over in the Public Works General Fund (Fund A01, Other Charges) Fiscal Year 2023-24 Budget during the Supplemental Budget phase. Funding for any amendments to the cost of operation and maintenance, not to exceed 10 percent, will be requested through the annual budget process. The District's not-to-exceed contribution of \$1,500,000 is available in the Public Works Flood Fund (Fund B07, Other Charges) Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed MOA has been reviewed and approved, as to form, by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The City of Los Angeles, as the lead agency, prepared a Final Environmental Impact Report (EIR), consulted with the County and the District, and adopted the Final EIR for the project on June 29, 2018. In entering into the MOA, the County and the District are acting as responsible agencies for the project because they are funding the planning, design, and construction of the project.

The County and the District have independently reviewed and considered the EIR in determining that they will approve the project and thereby allow the Cities of Los Angeles and Culver City to construct, operate, and maintain the project. It has been determined that the significant adverse environmental effects of the project have either been reduced to an acceptable level through mitigation or are outweighed by the specific considerations of the project. A copy of the Final EIR, Statement of Overriding Considerations, and related documentation is available at:

https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-wp/s-lsh-wwd-wp-ewmp/s-lsh-wwd-wp-ewmp-bc?_adf.ctrl-state=wj7g7au0r_82

Documents and other materials constituting the record of the proceedings are located at Public Works, 1000 South Fremont Avenue, Building A9 East, 1st Floor, Alhambra, CA 91803. The custodian of such documents is Stormwater Quality Division.

On June 29, 2018, the City of Los Angeles filed a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services or projects as a result of the recommended actions.

CONCLUSION

Please return one adopted copy of this letter to the Public Works, Stormwater Quality Division.

The Honorable Board of Supervisors
12/19/2023
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is written in a cursive, flowing style.

MARK PESTRELLA, PE
Director

MP:ML:dw

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Grace Chang)
Executive Office

MEMORANDUM OF AGREEMENT

between

THE CITY OF LOS ANGELES

and

THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF BEVERLY HILLS, CULVER CITY, INGLEWOOD, AND WEST HOLLYWOOD

regarding the

COST SHARING AND IMPLEMENTATION OF THE BALLONA CREEK BACTERIA TMDL PROJECT

This Memorandum of Agreement (“Agreement”) is made and entered into as of the earlier of June 30, 2023 or date of the last signature set forth below by and between: the City of Los Angeles, a municipal corporation; the County of Los Angeles, a political subdivision of the State of California; the Los Angeles County Flood Control District (“LACFCD”), a body corporate and politic; the City of Beverly Hills, a municipal corporation; the City of Culver City, a municipal corporation; the City of Inglewood, a municipal corporation; and the City of West Hollywood, a municipal corporation. Collectively, these entities shall be known herein as “Parties” or individually as “Party”.

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region (“LA Regional Board”) adopted the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Permit Order No. R4-2012-0175 (“2012 MS4 Permit”) on November 8, 2012, which was superseded by the Regional Phase I MS4 NPDES Permit Order No. R4-2021-0105 (“2021 Regional Phase I MS4 Permit”);

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

WHEREAS the 2021 Regional Phase I MS4 Permit became effective on September 11, 2021 and requires that the County of Los Angeles, LACFCD, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County are subject to waste discharge requirements for their municipal separate storm sewer system (“MS4”) discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater;

WHEREAS, the 2012 MS4 Permit and 2021 Regional Phase I MS4 Permit identified the Parties as 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 City of Los Angeles (“City”), on behalf of the Parties, submitted a letter to the LA Regional Board on February 3, 2022 that requested an extension to the Time Schedule Order (“TSO”) to implement the dry weather bacteria limitations applicable to the Ballona Creek Watershed as set forth in the 2012 MS4 Permit and 2021 Regional Phase I MS4 Permit; and

WHEREAS, the LA Regional Board granted the Parties the TSO No. R4-2015-0108 that became effective upon the adoption date of May 14, 2015; and

WHEREAS, the Parties submitted a Pollution Prevention Plan (“PPP”) which was approved by the LA Regional Board on March 18, 2016 which outlined LFTF-1, LFTF-2, and the Mesmer Low Flow Diversion as the planned compliance solutions; and

WHEREAS, the City of Los Angeles led the overall regulatory requirements, environmental review, and permitting for the three proposed facilities; and

WHEREAS, the City of Los Angeles led the design and construction of Low Flow Treatment Facility #1 (“LFTF-1”) and Low Flow Treatment Facility #2 (“LFTF-2”); and

WHEREAS, the City of Culver City led the design and construction of the Mesmer Low Flow Diversion; and

WHEREAS, the Cities of Los Angeles and Culver City will henceforth be referred to as the “Project Implementers” of their respective scope; and

WHEREAS, all Parties have a robust history of collaborating on watershed-wide water quality and regulatory efforts, punctuated by monthly meetings dating back to 2013, and the approval and implementation of the Ballona Creek Enhanced Watershed Management Program and the Ballona Creek Coordinated Integrated Monitoring Program; and

WHEREAS, all Parties are committed to pursuing opportunities to enhance water quality, increase local water supply, and provide numerous benefits to the watershed’s communities; and

WHEREAS, the three unique facilities known as LFTF-1, LFTF-2 and the Mesmer Low Flow Diversion are collectively known as the Ballona Creek Bacteria TMDL Project (“Project”) and will be implemented with the background, scope, budget, funding, and timeline as outlined in Section 1 of this agreement to achieve compliance with TSO No. R4-2015-0108, the 2012 MS4 Permit, and 2021 Regional Phase I MS4 Permit; and

WHEREAS, the Project Implementers, through multiple funding sources, have front-funded several years of Project development and agree to front-fund the remaining Project costs for Project management, engineering design, permits, construction management, and construction, as outlined in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

SECTION 1. PROJECT INFORMATION

A. Background

In June 2006, the Los Angeles Regional Water Quality Control Board adopted a Basin Plan Amendment establishing the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria Total Maximum Daily Load (TMDL). The Bacteria TMDL became effective in May 2008. The Bacteria TMDL was amended in June 2012 and the amendment became effective in July 2014. The requirements of the Bacteria TMDL were incorporated into the 2012 MS4 Permit and retained in the 2021 Regional Phase I MS4 Permit. These requirements include receiving water limitations (RWLs) based on the TMDL targets, water quality-based effluent limitations (WQBELs) based on the TMDL waste load allocations (WLAs), as well as a schedule to attain the RWLs and WQBELs. The final compliance date to attain the RWLs and the WQBELs during dry weather was April 2, 2013. The Cities of Los Angeles, Beverly Hills, Culver City, Inglewood, and West Hollywood, the County of Los Angeles and LACFCD anticipated that additional time would be necessary to comply with bacteria WQBELs and RWLs during dry weather as set forth in the MS4 Permit, and requested and were granted a Time Schedule Order (TSO) by the Regional Board. The TSO (Order No. R4-2015-0108) is effective from May 14, 2015, to December 15, 2019, to implement three regional facilities: LFTF-1, LFTF-2, and the Mesmer Low Flow Diversion.

Due to the complexity of the facilities and multiple permit requirements that involve Federal, State, and local levels, the Parties are currently in negotiations with the LA Regional Board to obtain an extension of the TSO deadline to allow for the completion of the Project according to the Project schedule.

The purpose and need of the proposed Project is to meet the dry weather Bacteria TMDL targets for Fresh Waters Designated for Limited Water Contact Recreation (LREC) presented below:

1. Geometric Mean Limits: E. coli density shall not exceed 126 MPN/100 mL.
2. Single Sample Limits: E. coli density shall not exceed 576 MPN/100 mL.

The Bacteria TMDL defines dry weather flow in Ballona Creek as the flow in the creek on days with no or less than 0.1 inch of rain at least three days after a rain event. As noted above, the Parties

plan to comply with the dry weather Bacteria TMDL requirements through the development of the following three facilities:

1. LFTF-1 at Ballona Creek led by the City of Los Angeles.
2. LFTF-2 at Sepulveda Channel led by the City of Los Angeles.
3. Mesmer Low Flow Diversion at Centinela Creek led by the City of Culver City.

B. Location and Scope

I. Low Flow Treatment Facility 1 (LFTF-1) is located along the Ballona Creek main stem, one block north of the intersection of Jefferson Boulevard and Raintree Circle at the City of Los Angeles's North Outfall Treatment Facility (NOTF) located at 10201 Jefferson Blvd. in the City of Culver City. The facility will retrofit the NOTF, which was originally designed for discharging sewer overflows (after treatment) into Ballona Creek. The NOTF has been abandoned for over 20 years as the local sewer conveyance system has been upgraded, and it will now be repurposed to improve the water quality in Ballona Creek.

Proposed facility components include:

- Saw-cut channel across Ballona Creek for diversion of dry weather runoff.
- Lift station with five pumps with a maximum design capacity of 29 million gallons per day (mgd).
- Ozonation facility for disinfection of 6 mgd (disinfection target: reduce E. coli from 10,000 Most Probable Number per 100 milliliters (MPN/100 mL) to less than 50 MPN/100 mL). Ozone will be generated onsite and does not require transport of chemicals. Disinfected water will be returned to Ballona Creek to assist in bacteria standards downstream of the facility being met.
- Diversion connection to the North Outfall Sewer (NOS) to convey a maximum of 23 mgd to the Hyperion Water Reclamation Plant.

II. Low Flow Treatment Facility 2 (LFTF-2) is located along Sepulveda Channel, next to its intersection with Culver Boulevard, at an existing water quality monitoring facility in the City of Los Angeles. A new facility is being proposed for disinfection of all dry weather flow in this channel.

Proposed facility components include:

- Saw-cut channel across Sepulveda Channel for diversion of dry weather runoff.
- Lift station with two pumps with a maximum design capacity of 1.3 mgd.
- Ozonation facility for disinfection of up to 1.3 mgd (disinfection target: reduce E. coli from 10,000 MPN/100 mL to less than 50 MPN/100 mL). Ozone will be generated onsite and does not require transport of chemicals.

- Outlet for returning disinfected flow to Sepulveda Channel. Disinfected water will be returned to Sepulveda Channel to assist in bacteria standards downstream of the facility being met. There will be no diversion to the sewer system because of sewer conveyance constraints at this location.

III. The Mesmer Low Flow Diversion is located along Centinela Creek, near its intersection with Jefferson Boulevard, and involves repurposing the existing Mesmer pump station located adjacent to Centinela Creek to service dry weather runoff instead of wastewater.

Proposed facility components include:

- Small diversion berm and grate inlet in the low flow portion of the channel
- A diversion pipe installed using trenchless methods to convey dry weather flow to the pump station
- Retrofit the Mesmer pump station to convey up to 0.96 mgd of dry weather flow to the sewer.

A map of the three facilities and their associated drainage areas in the Ballona Creek Watershed is in Exhibit C.

C. Budget and Funding

As a regional, watershed-wide Project, made up of three individual facilities, the Ballona Creek Bacteria TMDL Project incurs expenditures associated with the construction of each individual facility as well as combined regulatory requirements such as permitting and environmental review. These facility costs and shared Project costs are shown in Exhibit A. The Parties have agreed to split all facility hard costs based on land area within each facilities' drainage area and split shared regulatory Project costs per land area within the Ballona Creek Watershed overall, except for the contribution by the LACFCD. The LACFCD is a named Project partner but will not contribute based on land area per its negligible footprint within the watershed. The LACFCD, however, has provided significant support receiving various required permits and covered several permitting fees. In addition, the LACFCD has committed to contributing \$1,500,000.00 towards the completion of Low Flow Treatment Facility #1. These supplemental funds are reflected in Exhibit A. Land area percentages are shown in Exhibit A.

The Cities of Los Angeles and Culver City have applied for funds, on behalf of all Parties, from the Safe, Clean Water Program. The City of Los Angeles was awarded \$15 million dollars towards Low Flow Treatment Facilities #1 and #2. The City of Culver City's Mesmer Low Flow Diversion was awarded \$950,000.00 towards the Mesmer Low Flow Diversion. These supplemental funds are reflected in Exhibit A. Additionally, the City of Culver City was awarded \$607,847 in Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant funds, and \$230,000 from Caltrans in Cooperative Implementation Agreement grant funds.

D. Schedule

1. Low Flow Treatment Facility #1 is expected to be constructed by June 2025.
2. Low Flow Treatment Facility #2 is expected to be constructed by June 2025.
3. The Mesmer Low Flow Diversion is expected to be constructed by July 2023.

SECTION 2. AGREEMENT OF THE PARTIES

A. The Parties agree to cooperatively finance the planning, design, and construction of three regional facilities: LFTF-1, LFTF-2, and the Mesmer Low Flow Diversion.

B. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

C. This Agreement shall become effective on the earlier of June 30, 2023 or the date of final execution by the Parties and it shall remain and continue in effect until eighteen months after Project completion.

D. The Parties agree that any substantiated costs incurred by the Project Implementers prior to the execution date of this Agreement shall be cost-shared under this Agreement according to the amounts specified in Exhibit A.

E. The Project Implementers agree to complete the following tasks, if each task has not already completed at the time of Agreement execution:

1. Complete 100 percent design plans and specifications for each Project Implementer's respective facility/ies:

- a. For the City of Los Angeles, Low Flow Treatment Facilities #1 and #2
- b. For the City of Culver City, Mesmer Low Flow Diversion

2. As to each Project Implementer's respective facility/ies, complete the environmental documentation and obtain necessary approvals in compliance with the California Environmental Quality Act (CEQA) for that/those facility/ies and acquire all necessary permits. These permits include the Clean Water Act Section 401 Water Quality Certification, the Clean Water Act Section 404 Permits, Los Angeles County Flood Control District Permits, River and Harbors Act Section 408 Permits, and Section 1602 Permit from the California Department of Fish and Wildlife.

3. As to each Project Implementer's respective facility/ies, advertise the facility/ies for construction bids, to award and administer the construction contract(s) and to cause the facility/ies to be constructed in accordance with the said plans and specifications.

4. Use other Parties' funds solely for costs of services rendered for work called for by Agreement. These funds shall be used for direct Project administration, planning, design, engineering, and construction associated with the development of plans, designs, and specifications described by Agreement.

5. Make changes or modifications to the plans and specifications for the Project as necessitated by unforeseen or unforeseeable conditions encountered during final design and/or construction and to consult with all other Parties on any fundamental design changes.

6. Upon approval of the Agreement by the other Parties, prepare and send invoice(s) for the funds as described in Exhibit A in January of each appropriate fiscal year.

7. Project Implementers agree to calculate and invoice additional Project costs that have been discussed and deemed reasonable and necessary by the Parties for Project completion. The Project Implementers will charge a 5% administrative fee to the subtotal for each Party, except for that of the LACFCD, as shown in Tables F1 and F2 of Exhibit A for administration and reporting related to SCWP and other potential shared funding sources, permitting, and other administrative tasks.

8. Submit a reimbursement(s) to other Parties of any unused funds within 120 calendar days after expiration/termination of this Agreement.

9. The Project Implementers shall provide all Parties with copies of all progress and expenditure reports, as well as all quarterly and annual reports that are required to be submitted to the Los Angeles County Flood Control District for Safe, Clean Water Program funding. Such reports shall be provided within 5 working days after submission to the Safe, Clean Water Program.

10. Use generally acceptable accounting practices applicable to public agencies to account for, transfer, and reimburse funds deposited for Project.

11. Upon request, provide construction documents and specifications to other Parties' staff for review.

12. Acknowledge all other Parties as Project partners in all material, publications, press releases, signage, and communications related to the Project.

13. Each Project Implementer will indemnify and hold other Parties and their governing board, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, including any environmental damage or harm, arising out of any gross negligence or willful misconduct on the part of that Project Implementer in connection

with the Project Implementer's responsibilities under this Agreement. The provisions of this Section 2.E.13 shall survive expiration or termination of this Agreement.

F. All other Parties agree to:

1. Finance the Project Implementers for costs associated with the implementation of the Project, up to a maximum amount described in Tables H1 and H2 of Exhibit A.

2. Upon approval of this Agreement by all Parties, to pay the Project Implementers the allocated invoice amounts in Tables H1 and H2 of Exhibit A, for the Project; which will be paid in two payments. The invoices will be sent in January of each appropriate fiscal year, after execution of this Agreement. Payments will be sent within 90 days of receipt of invoices from the Project Implementers.

3. Participate in Project meetings, make decisions, provide technical assistance, and provide directions to the City of Los Angeles regarding the Project in a timely manner; however, the Project Implementers' determination regarding the Project will be considered as final.

4. The Contract Administrator for each Party will be the signatory on this Agreement and/or his/her appropriate and appointed designee as shown in Exhibit B.

5. To acknowledge every Project Partner in all material, publications, press releases, signage, and communications relating to the Project.

6. All other Parties will indemnify and hold the Project Implementers and their respective governing board, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, including any environmental damage or harm, arising out of any gross negligence or willful misconduct on the part of that Party in connection with the Party's responsibilities under this agreement. The provisions of this Section 2.F.6 shall survive expiration or termination of this Agreement.

G. All Parties Mutually Understand and Agree:

1. This Agreement may be executed in separate parts by Parties. This Agreement shall become effective on the date of final execution by the Parties and it shall remain and continue in effect until eighteen months after Project completion, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Section 1, shall be completed by the expiration of this Agreement.

2. The Project Implementers shall have the right to reject all bids after notifying all Parties and may re-advertise the Project if the Project Implementers deem such action to be in the best interests of the group.

3. The design, construction, and Project management for Project will be performed in accordance with said plans and specifications following the City of Los Angeles and City of Culver City's standards and practices current as of the date of performance.

4. Each Party shall have no additional financial obligation to the other party under this Agreement, except as herein expressly provided.

5. The Project will have a projected useful service life of 50 years.

6. In determining the amount of each Parties' contribution described in Exhibit A, the actual implementation costs for Project, and therefore each Parties' portion thereof, shall be proportionally reduced by the amount of Regional Safe Clean Water Program funding for the implementation of Project that are secured by the Project Implementers on behalf of all Parties (if any).

7. This Agreement may be modified only by mutual written consent of all Parties. Adjustments of a non-material or typographical nature that do not require amendment to this Agreement may be made by the mutual written consent of all Contract Administrators or their delegates.

8. This Agreement shall be governed, interpreted under, construed, and enforced in accordance with the laws of the State of California.

9. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. All Parties have been represented by counsel in the preparation and negotiation of this Agreement and this Agreement shall be deemed drafted and construed by all Parties so as to not be construed against any of them if deemed ambiguous.

11. All Parties shall be required to make staff reasonably available, if requested, to participate and provide input at scheduled meetings, design workshops, community meetings and workshops, construction meetings, etc. for the Project.

12. Upon completion of the Project, the Project Implementers will assume ownership of their respective Project facilities and become responsible for their proper operation and

maintenance for the service life of those facilities. The Parties expect to implement a separate Agreement regarding the operation and maintenance costs of these facilities.

13. Any Party may exit the Agreement by giving the other Parties 90 calendar days written notice by certified mail with return receipt requested. In the event of exit by any Party, that Party no longer will have the compliance coverage associated with the facilities, which have been designed to meet water quality objectives of the MS4 Permit, TMDL, and Time Schedule Order from the date of the exit forward. All Parties shall be responsible for any reasonable and non-cancelable obligation incurred in the performance of Agreement until the date of the notice to exit, but only up to the unpaid balance of funding authorized under Agreement. Any resulting shortfall following any Party's exit will be shared equally by the remaining Parties to this Agreement.

14. In the event that performance on the part of any Party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; pandemics; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Parties willful or negligent acts or omission, and to the extent that they are beyond the Party's reasonable control.

15. The provisions of this Section 2.G shall survive expiration or termination of this Agreement.

SECTION 3. NOTICES

All notices, demands, or requests shall be addressed to the contact information indicated in Exhibit B.

SECTION 4. COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the Parties related to the Project. No verbal agreement or conversation with any officer or employee of any Party shall affect or modify any of the terms and conditions of this Agreement.

SECTION 5. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF LOS ANGELES

Date: _____

By: _____

Aura Garcia, President

Board of Public Works

Date: _____

By: _____

Director

Barbara Romero, General Manager and

LA Sanitation and Environment

ATTEST:

By: _____

Holly L. Wolcot

City Clerk

APPROVED AS TO FORM:

By: _____

Adena M Hopenstand

Deputy City Attorney

CITY OF BEVERLY HILLS

Date: _____

By: _____

Lilli Bosse

Mayor

ATTEST:

By: _____

Huma Ahmed

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

By: _____

Laurence S. Wiener

Nancy Hunt-Coffey

City Attorney

City Manager

By: _____

Shana Epstein

Director of Public Works

CITY OF CULVER CITY

Date: _____

By: _____

John Nachbar

City Manager

APPROVED AS TO CONTENT:

By: _____

Yanni Demitri,

Public Works Director

APPROVED AS TO FINANCING:

By: _____

Lisa Soghor

Chief Financial Officer

APPROVED AS TO FORM:

By: _____

Heather Baker

City Attorney

CITY OF INGLEWOOD

Date: _____

By: _____

James T. Butts, Jr.

Mayor

ATTEST:

By: _____

Aisha L. Thompson

City Clerk

APPROVED AS TO FORM:

By: _____

Kenneth R. Campos

City Attorney

CITY OF WEST HOLLYWOOD

Date: _____

By: _____

David Wilson

City Manager

ATTEST:

By: _____

Melissa Crowder

City Clerk

APPROVED AS TO FORM:

By: _____

Lauren Langer

City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Date: _____

By: _____

Mark Pestrella

Director of Public Works

APPROVED AS TO FORM:

Dawyn R. Harrison

County Counsel

Date: _____

By: _____

Grace V. Chang, Principal Deputy

UNINCORPORATED COUNTY OF LOS ANGELES

Date: _____

By: _____

Mark Pestrella

Director of Public Works

APPROVED AS TO FORM:

Dawyn R. Harrison

County Counsel

Date: _____

By: _____

Grace V. Chang, Principal Deputy

EXHIBIT A

Total Cost-Sharing and Invoicing for the Ballona Creek Bacteria TMDL Project

Section A - Cost Sharing Plan for Initial, Environmental, and Permitting Expenditures for the Ballona Creek Bacteria TMDL Project (all 3 Facilities).

Table A1. Initial, Environmental, and Permitting Expenditures for the Ballona Creek Bacteria TMDL Project (all 3 Facilities).

Item	Cost
Initial Study	\$85,192.00
CEQA Process / Draft and Final EIR	\$350,000.00
401 Permit Application	\$28,358.00
1602 Permit Application	\$15,000.00
On Call Consultant Services for Permit Support	\$591,601.00
Odor and Emissions Study	\$8,355.00
Ozone Bench Scale Tests	\$36,261.00
TOTAL:	\$1,114,767.00

Table A2. External Funding Sources Contributing Towards Initial, Environmental, and Permitting Expenditures for the Ballona Creek Bacteria TMDL Project (all 3 Facilities).

Funding Source	Cost
None	\$0.00
TOTAL:	\$0.00
Remaining Costs for Cost Sharing:	\$1,114,767.00

Table A3. Drainage Area of Each Partner Agency within the Combined Drainage Area of All Three Facilities.

Agency	Acres of Drainage Area Between All Three Facilities	Rounded Percentage
City of Los Angeles	60,048.73	84.14%
City of Beverly Hills	3,658.20	5.13%
City of West Hollywood	1,211.04	1.70%
City of Inglewood	1,929.64	2.70%
City of Culver City	1,848.87	2.59%
Unincorporated LA County	2,666.95	3.74%
TOTAL:	71,363.43	100.00%

Table A4. Contributions by Partner Agency to the Initial, Environmental, and Permitting Expenditures for the Ballona Creek Bacteria TMDL Project (all 3 Facilities).

Agency	Total Contributions to Project Aspect
City of Los Angeles	\$938,020.25
City of Beverly Hills	\$57,144.68
City of West Hollywood	\$18,917.64
City of Inglewood	\$30,142.88
City of Culver City	\$28,881.17
Unincorporated LA County	\$41,660.38
TOTAL:	\$1,114,767.00

Section B - Cost Sharing Plan for Low Flow Treatment Facility #1.

Table B1. Expenditures for Low Flow Treatment Facility #1.

Item	Cost
Design and Construction Management Costs	\$11,599,000.00
Construction Costs	\$52,874,000.00
Electrical Utility Service	\$3,326.55
TOTAL:	\$64,476,326.55

Table B2. External Funding Sources Contributing Towards Low Flow Treatment Facility #1.

Agency	Cost
Regional Safe Clean Water Program Funds (reference Table G1)	\$12,110,846.15
LACFCD Contribution	\$1,500,000.00
TOTAL:	\$13,610,846.15
Remaining Costs for Cost Sharing:	\$50,865,480.40

Table B3. Drainage Area of Each Partner Agency within the Drainage Area of Low Flow Treatment Facility #1.

Agency	Acres of Drainage Area of Low Flow Treatment Facility #1	Rounded Percentage
City of Los Angeles	45,924.45	86.84%
City of Beverly Hills	3,658.20	6.92%
City of West Hollywood	1,211.04	2.29%
City of Inglewood	373.99	0.71%
City of Culver City	884.78	1.67%
Unincorporated LA County	832.86	1.57%
TOTAL:	52,885.32	100.00%

Table B4. Contributions by Partner Agency to the Design and Construction Expenditures for Low Flow Treatment Facility #1.

Agency	Total Contributions to Project Aspect
City of Los Angeles	\$44,170,465.67
City of Beverly Hills	\$3,518,483.02
City of West Hollywood	\$1,164,786.97
City of Inglewood	\$359,706.27
City of Culver City	\$850,987.76
Unincorporated LA County	\$801,050.73
TOTAL:	\$50,865,480.40

Section C - Cost Sharing Plan for Low Flow Treatment Facility #2.

Table C1. Expenditures for Low Flow Treatment Facility #2.

Item	Cost
Design, Construction Management, Geotechnical Testing & Construction Design Support Costs	\$5,123,000.00
Construction Costs	\$21,086,000.00
Electrical Utility Service	\$2,000,000.00
TOTAL:	\$28,209,000.00

Table C2. External Funding Sources Contributing Towards Low Flow Treatment Facility #2.

Agency	Cost
Regional Safe Clean Water Program Funds (reference Table G1)	\$2,889,153.85
TOTAL:	\$2,889,153.85
Remaining Costs for Cost Sharing:	\$25,319,846.15

Table C3. Drainage Area of Each Partner Agency within the Drainage Area for Low Flow Treatment Facility #2.

Agency	Acres of Drainage Area of Low Flow Treatment Facility #2	Rounded Percentage
City of Los Angeles	12,454.79	98.72%
City of Beverly Hills	0.00	0.00%
City of West Hollywood	0.00	0.00%
City of Inglewood	0.00	0.00%
City of Culver City	129.62	1.03%
Unincorporated LA County	31.86	0.25%
TOTAL:	12,616.28	100.00%

Table C4. Contributions by Partner Agency to the Design and Construction Expenditures for Low Flow Treatment Facility #2.

Agency	Total Contributions to Project Aspect
City of Los Angeles	\$24,995,748.87
City of Beverly Hills	\$0.00
City of West Hollywood	\$0.00
City of Inglewood	\$0.00
City of Culver City	\$260,136.78
Unincorporated LA County	\$63,940.42
TOTAL:	\$25,319,826.08

Section D - Cost Sharing Plan for the Mesmer Low Flow Diversion.

Table D1. Expenditures for the Mesmer Low Flow Diversion.

Item	Cost
Design and Construction Management Costs	\$717,522.00
Construction Costs	\$1,385,670.00
TOTAL:	\$2,103,192.00

Table D2. External Funding Sources Contributing Towards the Mesmer Low Flow Diversion.

Agency	Cost
Regional Safe Clean Water Program Funds (reference Table G2)	\$950,000.00
Proposition 1 Round 1 IRWM Funds	\$607,847.00
Caltrans Cooperative Implementation Agreement Funds	\$230,000.00
TOTAL:	\$1,787,847.00
Remaining Costs for Cost Sharing:	\$315,345.00

Table D3. Drainage Area of Each Partner Agency within the Drainage Area for the Mesmer Low Flow Diversion.

Agency	Acres of Drainage Area of the Mesmer Low Flow Diversion	Round Percentage
City of Los Angeles	1,669.49	28.48%
City of Beverly Hills	0.00	0.00%
City of West Hollywood	0.00	0.00%
City of Inglewood	1,555.66	26.54%
City of Culver City	834.46	14.23%
Unincorporated LA County	1,802.23	30.75%
TOTAL:	5,861.84	100.00%

Table D4. Contributions by Partner Agency to the Design and Construction Expenditures for the Mesmer Low Flow Diversion.

Agency	Total Contributions to Project Aspect
City of Los Angeles	\$89,812.30
City of Beverly Hills	\$0.00
City of West Hollywood	\$0.00
City of Inglewood	\$83,688.67
City of Culver City	\$44,890.82
Unincorporated LA County	\$96,953.21
TOTAL:	\$315,345.00

Section E - Reconciliation of Subtotals Between the Cities of Los Angeles and Culver City.

Table E1. Reconciliation of Subtotals Between the Cities of Los Angeles and Culver City.

Item	Discussion	Cost
Initial, Environmental, and Permitting Expenditures for the Ballona Creek Bacteria TMDL Project	Amount owed to City of Los Angeles by City of Culver City.	\$28,881.17
Low Flow Treatment Facility #1	Amount owed to City of Los Angeles by City of Culver City.	\$850,987.76
Low Flow Treatment Facility #2	Amount owed to City of Los Angeles by City of Culver City.	\$260,136.78
Mesmer Low Flow Diversion	Amount owed to City of Culver City by City of Los Angeles.	\$(89,812.30)
TOTAL:	Net subtotal owed to City of Los Angeles by City of Culver City.	\$1,050,193.41

Section F - Subtotal of Partner Agency Contributions and Administrative Fees.

Table F1. Subtotal of Partner Agency Contributions and Administrative Fee to the City of Los Angeles.

Agency	Subtotal Owed to City of Los Angeles	Administrative Fee (5%)	Total
City of Los Angeles	\$70,104,234.79	NA	\$70,104,234.79
City of Beverly Hills	\$3,575,627.70	\$178,791.39	\$3,754,409.09
City of West Hollywood	\$1,183,704.60	\$59,185.23	\$1,242,889.83
City of Inglewood	\$389,849.14	\$19,492.46	\$409,341.60
City of Culver City	\$1,050,193.41	\$52,509.67	\$1,102,703.08
Unincorporated LA County	\$906,651.53	\$45,332.58	\$951,984.11

Table F2. Subtotal of Partner Agency Contributions and Administrative Fee to the City of Culver City.

Agency	Subtotal Owed to City of Culver City	Administrative Fee (5%)	Total
City of Los Angeles	\$0.00	\$0.00	\$0.00
City of Beverly Hills	\$0.00	\$0.00	\$0.00
City of West Hollywood	\$0.00	\$0.00	\$0.00
City of Inglewood	\$83,688.67	\$4,184.63	\$87,873.11
City of Culver City	\$44,890.82	NA	\$44,890.82
Unincorporated LA County	\$96,953.21	\$4,847.66	\$101,800.87

Section G - Division of Regional Safe Clean Water Program Funding.

Table G1. Division of the City of Los Angeles’ Regional Safe Clean Water Program Funding Award. (Awarded Round 2 in the Central Santa Monica Bay Watershed Area)

Facility	Drainage Area (Acre)	Percent of Total Drainage Area	Allocated Measure W Funds
Low Flow Treatment Facility #1	52,885.32	80.74%	\$12,110,846.15
Low Flow Treatment Facility #2	12,616.28	19.26%	\$2,889,153.85
TOTAL:	65,501.60	100.00%	\$15,000,000.00

Table G2. Division of the City of Culver City’s Regional Safe Clean Water Program Funding Award. (Awarded Round 1 in the Central Santa Monica Bay Watershed Area)

Facility	Drainage Area (Acre)	Percent of Total Drainage Area	Allocated Measure W Funds
Mesmer Low Flow Diversion	5,861.81	100.00%	\$950,000
TOTAL:	5,861.81	100.00%	\$950,000

Section H - Final Invoicing.

Table H1. Final Invoicing Due to the City of Los Angeles.

Agency	Fiscal Year 23/24	Fiscal Year 24/25	Total
City of Los Angeles	NA	NA	NA
City of Beverly Hills	\$1,877,204.55	\$1,877,204.54	\$3,754,409.09
City of West Hollywood	\$621,444.92	\$621,444.91	\$1,242,889.83
City of Inglewood	\$204,670.80	\$204,670.80	\$409,341.60
City of Culver City	\$551,351.54	\$551,351.54	\$1,102,703.08
Unincorporated LA County	\$475,992.06	\$475,992.05	\$951,984.11
LACFCD	\$1,500,000.00	\$0.00	\$1,500,000.00

Table H2. Final Invoicing Due to the City of Culver City.

Agency	Fiscal Year 23/24	Fiscal Year 24/25	Total
City of Los Angeles	NA	NA	NA
City of Beverly Hills	NA	NA	NA
City of West Hollywood	NA	NA	NA
City of Inglewood	\$43,936.56	\$43,936.55	\$87,873.11
City of Culver City	NA	NA	NA
Unincorporated LA County	\$50,900.44	\$50,900.43	\$101,800.87

EXHIBIT B

Ballona Creek Watershed Agency Representatives

1. City of Los Angeles
Watershed Protection Division
1149 South Broadway Blvd. Los Angeles, CA 90015
Mail Stop: 1149-756

Party Representative: W. Susie Santilena
susie.santilena@lacity.org
Phone No.: (213) 485-0526
Fax: (213) 485-3939

2. County of Los Angeles,
Department of Public Works
Stormwater Quality Division, Building A-9 East, 1st Floor
1000 South Fremont Ave. Alhambra, CA 91803-1331

Party Representative: Mark A. Lombos, Assistant Deputy Director
mlombos@pw.lacounty.gov
Phone No.: (626) 300-4665
Fax: (626) 300-4620

3. Los Angeles County Flood Control District Department
Department of Public Works
Stormwater Quality Division, Building A-9 East, 1st Floor
1000 South Fremont Ave. Alhambra, CA 91803-1331

Party Representative: Mark A. Lombos, Assistant Deputy Director
mlombos@pw.lacounty.gov
Phone No.: (626) 300-4665
Fax: (626) 300-4620

4. City of Beverly Hills
Environmental Compliance and Sustainability Programs
345 Foothill Rd. Beverly Hill, CA 90210

Party Representative: Josette Descalzo
jdescalzo@beverlyhills.org
Phone No.: (310) 285-2554
Fax: (310) 278-1838

5. City of Culver City
9770 Culver Blvd. 2nd Floor, Culver City, CA 90232-0507

Party Representative: Sean Singletary, Environmental Programs & Operations Manager
sean.singletary@culvercity.org
Phone No.: (310) 253-6457
Fax: (310) 253-5626

6. City of Inglewood
Public Works Department
1 Manchester Blvd. Inglewood, CA 90301

Party Representative: Lauren Amimoto, Stormwater Coordinator
lamimoto@cityofinglewood.org
Phone No.: (310) 412-5192
Fax: (310) 412-5552

7. City of West Hollywood
Department of Transportation and Public Works
8300 Santa Monica Blvd. West Hollywood, CA 90069-6216

Party Representative: Matthew W. Magener, Environmental Programs Coordinator
mmagener@weho.org
Phone No.: (323) 848-6894

EXHIBIT C

Regional Map of Ballona Creek Watershed and Three Facility Locations

