

December 4, 2006

Honorable Mayor and Members of  
The Hermosa Beach City Council

Regular Meeting of  
December 12, 2006

**AUTHORIZING AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT  
FOR THE SANTA MONICA BAY BEACHES BACTERIA TMDL IMPLEMENTATION  
PLAN TO JOINTLY FUND REQUIRED REPORT TO THE LOS ANGELES  
REGIONAL WATER QUALITY CONTROL BOARD**

**Recommendation:**

It is recommended that the City Council authorize the Mayor to execute an amendment to the Memorandum of Agreement for the Santa Monica Bay Beaches Bacteria TMDL Implementation Plan in order to jointly fund a technical report required by the Regional Water Quality Control Board. This action will allow the City to contribute its \$4,897 share of the jointly funded technical report.

**Background:**

On July 15, 2003, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the Santa Monica Bay Beaches Bacteria (SMBBB) TMDL, which sets numerical standards for bacteria loading in water at 44 beaches from the Los Angeles/Ventura County line to the Palos Verdes Peninsula. The SMBBB TMDL identifies multiple agencies that are responsible for compliance and groups those agencies into Jurisdictional Groups for the purpose of implementing programs to meet the numerical water quality standards. Hermosa Beach is included in Jurisdictional Group Five and Six (J5&6) along with the Cities of El Segundo, Manhattan Beach, Redondo Beach and Torrance and the County of Los Angeles and Caltrans.

Per the SMBBB TMDL, Jurisdictional Groups were responsible for submitting an Implementation Plan to the Regional Board by July 2005 to describe how the responsible agencies planned to achieve the TMDL bacteria water quality standards. In July 2004, City Council approved a Memorandum of Agreement (MOA) between the City of Hermosa Beach and the other J5&6 responsible agencies (Attachment A). The purpose of this MOA was to allow the responsible agencies to jointly develop and submit an IP to the Regional Board. Camp Dresser & McKee, Inc (CDM) was selected by J5&6 to assist with the development of the plan. CDM gave a presentation to City Council on February 15, 2005 regarding the draft IP; and the final IP was submitted to the Regional Board on July 15, 2005.

The J5&6 IP, which was developed with a thorough watershed land use review and hydrologic analysis, includes three phases of program implementation focused on reducing bacteria loading in runoff that eventually reaches the ocean. These programs include both structural activities, such as installation of pervious pavement, and non-structural activities, such as an inspection and certification programs for restaurants following pollution prevention best management practices. The three program phases are to be iterative and adaptive so that the activities that work well to reduce bacteria loading will be expanded and those activities that are less effective will be modified or eliminated.

On April 6, 2006, the Regional Board held a public hearing to review the IP's submitted by the various SMBBB TMDL Jurisdictional Groups, including J5&6. The Regional Board summarized that the plans were good "in concept" but would require additional technical information. On that date, the Regional Board adopted Resolution No. 2006-007 (Attachment B), which directs the TMDL responsible agencies to submit a supplemental report to demonstrate that the IP's justify an 18-year, rather than a 10-year, timeframe for implementation and compliance. The information required in the report includes technically defensible quantifiable estimates of the water quality benefits provided by the proposed structural and non-structural IP activities. The responsible agencies must also provide a quantitative analysis linking the water quality benefits proposed for the IP activities to achievement of the numeric bacteria water quality standards. These estimates and analysis must be provided to the Regional Board by January 2007.

### **Discussion:**

The staff representatives to the J5&6 Group, in addition to the representatives to the other Jurisdictional Groups, agree that the 18-year implementation schedule is much more feasible than the 10-year schedule for meeting the TMDL bacteria loading standards through implementation of the activities in the City's IP's. Staff representatives also determined that the best way to provide the necessary technical report to the Regional Board was to contract with a professional consulting firm. J5&6 has decided to contract with CDM because the firm developed the City's IP and is most familiar with the related programs and the Regional Board's information request. In order to move forward with the development of the technical report, the J5&6 agencies needed to 1) extend the term of the MOA and 2) agree to additional cost sharing for the development of the report.

In June of 2006, the City Council approved the City entering into an extended SMBBB TMDL MOA term. The original MOA term expired in July 2006 and the extension was approved through July 2008. This time frame was selected to allow for the development of the technical report and for the Regional Board's review of that report.

At this time, staff recommends that the City Council authorize the additional funding required to develop the technical report. The development of this report will be jointly funded by the J5&6 agencies according to the percentage of land each agency owns that is tributary to the Santa Monica Bay Beaches from 45th Street in Manhattan Beach to the southern border of Redondo Beach (which is the watershed for J5&6 Group as defined in the SMBBB TMDL). This formula is the same cost sharing formula that was used to develop the IP. The table below summarizes the cost sharing formula, the original amount each agency paid to develop the IP and the additional funds required for the development of the technical report. The City's contribution to the funding of the technical report is \$4,897.

### **Fiscal Impact:**

Sufficient funds have been budgeted (160-3102-4201) to cover the City's portion of this jointly funded technical report.

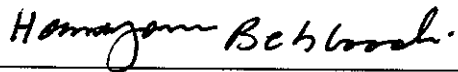
**Table 1: SMBBB TMDL IP and Supplemental Technical Report Cost Sharing Formula and Funding Amounts Contributed by J5&6 Responsible Agencies**


| Jurisdiction          | Tributary Area (acres) | Contribution Percentage | Original IP Development Contribution Amount | Supplemental Technical Report Contribution Amount | Total Contribution Amount |
|-----------------------|------------------------|-------------------------|---|---|---------------------------|
| Manhattan Beach       | 2023                   | 24.991%                 | \$46,233                                    | \$10,996  | \$57,229                  |
| Hermosa Beach         | 901                    | 11.130%                 | \$20,591                                    | \$4,897   | \$25,488                  |
| Redondo Beach         | 2623                   | 32.403%                 | \$59,946                                    | \$14,257  | \$74,203                  |
| Torrance              | 2289                   | 28.277%                 | \$52,312                                    | \$12,443  | \$64,755                  |
| El Segundo            | 21                     | 0.259%                  | \$479                                       | \$114   | \$593                     |
| County of Los Angeles | 172                    | 2.125%                  | \$3,931                                     | \$935   | \$4,866                   |
| Caltrans              | 66                     | 0.815%                  | \$1,508                                     | \$358   | \$1,866                   |
| Total                 | 8095                   | 100%                    | \$185,000                                   | \$44,000  | \$229,000                 |

- Attachments: A. July 2004 SMBBB TMDL Implementation Plan Development J5&6 MOA  
B. April 2006 Regional Board Resolution No. 2006-007  
C. Amendment No. 1 to the July 2004 SMBBB TMDL MOA  
D. Amendment No. 2 to the July 2004 SMBBB TMDL MOA

Respectfully submitted,

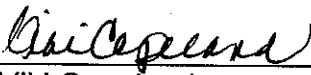
Concur:

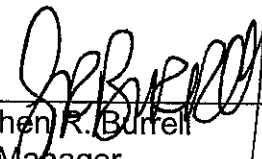
  
\_\_\_\_\_  
Homayoun Behboodi  
Associate Engineer

  
\_\_\_\_\_  
Richard D. Morgan, P.E.  
Director of Public Works/City Engineer

Noted for fiscal impact:

Concur:

  
\_\_\_\_\_  
Viki Copeland  
Finance Director

  
\_\_\_\_\_  
Stephen R. Burrell  
City Manager

07-LA-1-PM 17.4/23.49  
07-LA-107-pm 2.45/3.49  
Santa Monica Bay Beaches Bacteria  
TMDL Implementation Plan Development  
Group 5 and 6  
District Agreement No. 07-4705  
EA 910204

## MEMORANDUM OF AGREEMENT

### SANTA MONICA BAY BEACHES BACTERIA TMDL IMPLEMENTATION PLAN DEVELOPMENT JURISDICTIONAL GROUPS FIVE AND SIX

This Memorandum of Agreement ("MOA") is entered into, effective as of July 1, 2004 when fully executed, by and among the City of Redondo Beach ("Redondo Beach"), a chartered municipal corporation; the City of Manhattan Beach ("Manhattan Beach"), a body corporate and politic; the City of Torrance ("Torrance"), a municipal corporation; the City of Hermosa Beach ("Hermosa Beach"), a body corporate and politic; the City of El Segundo (El Segundo), a general law city; the County of Los Angeles ("County"), a political subdivision of the State of California and the California Department of Transportation ("Caltrans") (individually "Party" and collectively, "Parties"), with respect to the following:

#### RECITALS

**A. WHEREAS**, on December 12, 2002, the Regional Water Quality Control Board, Los Angeles Region (RWQCB) approved Resolution No. 2002-022, adopting a Total Maximum Daily Load for bacteria during wet weather for Santa

Monica Bay Beaches ("Bacteria TMDL"), a true and correct copy of which is attached as Exhibit A hereto and incorporated herein; and

**B. WHEREAS**, on June 19, 2003 the United States Environmental Protection Agency approved the TMDL, and on July 15, 2003 the RWQCB issued a letter stating that the "Effective Date" of the Bacteria TMDL July 15 , 2003; and

**C. WHEREAS**, the Bacteria TMDL identifies several "Jurisdictional Groups" within the Santa Monica Bay watershed, with each "Jurisdictional Group" having a "Primary Jurisdiction," defined to be the jurisdiction comprising greater than fifty percent (50%) of the Jurisdictional Group's watershed area; and

**D. WHEREAS**, the City of Manhattan Beach is the "Primary Jurisdiction" for Jurisdictional Group Five and El Segundo, Hermosa Beach, Los Angeles County and Caltrans are "additional responsible jurisdictions and agencies" in "Jurisdictional Group Five"; and

**E. WHEREAS**, the City of Redondo Beach is the "Primary Jurisdiction" for Jurisdictional Group Six and Hermosa Beach, Manhattan Beach, Torrance, County of Los Angeles, and Caltrans are "additional responsible jurisdictions and agencies" in "Jurisdictional Group Six"; and

**F. WHEREAS**, the Parties recognize that the Bacteria TMDL is not self executing and has not been incorporated into the National Pollution Discharge Elimination System ("NPDES") permit for Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities Therein Except the City of Long Beach dated December 13, 2001 ("NPDES Permit"), in the manner required by law to be enforceable; and

**G. WHEREAS**, the Parties, nonetheless, desire to enter into a cooperative agreement to voluntarily develop and submit to the RWQCB a draft written report by 20 (twenty) months after the Effective Date of the Bacteria TMDL, and a final written report (collectively "Implementation Plan") by two (2) years after the Effective Date of the Bacteria TMDL outlining how each Party intends to cooperatively achieve the goals of the Bacteria TMDL.

**H. WHEREAS**, the Parties desire to submit an Implementation Plan that may adopt the "integrated water resources approach" ("IWR Approach") identified in the Bacteria TMDL or an "end of pipe" ("EOP") approach, wherever technically, economically, and politically feasible, which will provide for final compliance within no more than 18 (eighteen) years after the effective date of the Bacteria TMDL; and

**I. WHEREAS**, the Parties desire to enter into this MOA voluntarily to, among other things: 1) set forth their intent to develop and submit an Implementation Plan that is consistent with the provisions of the Bacteria TMDL; 2) establish the roles of the Parties to prepare and submit an Implementation Plan; and 3) establish a formula to calculate the respective financial share of the costs to be contributed by each Party hereinto develop and prepare the Implementation Plan.

**NOW, THEREFORE**, in consideration of the mutual benefits and representations made herein, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE I – Purpose of MOA**

1. Purpose of MOA – The Parties voluntarily enter this MOA to cooperatively and voluntarily devise and jointly fund an implementation plan that is consistent with the provisions of the Bacteria TMDL and which shall include the development and submittal of an Implementation Plan, with any incidental documentation necessary to achieve the goals consistent with the Bacteria TMDL. The activities described in this Article I, Section 1, shall be referred to hereinafter as the “Work.”

2. “Maximum Extent Practicable” Standard – Nothing in this MOA, nor the described Work, nor any activity approved or carried out by the Parties hereunder shall be interpreted as a waiver of the position that the maximum effort to be undertaken by the Parties is subject to the “Maximum Extent Practicable” standard set forth in the Clean Water Act.



**ARTICLE II – Organization**

1. Meetings – The Parties agree that their respective Representatives (as defined below) shall meet, at minimum, once per month to discuss the development, preparation and submittal of the Work (“Work Meetings”). The Parties at Work Meetings shall meet in person, although teleconference meetings may be held upon agreement of the Representatives. The Chair, as defined below, shall prepare and distribute a draft written agenda for each Work Meeting to all Representatives for comments. The Parties shall mutually agree upon a final agenda for each Work Meeting. The agenda shall be distributed at least four (4) business days prior to the date of each Work Meeting to the Representatives, except in the case of a Special Meeting wherein the agenda shall be distributed 24 hours before the Special Meeting. The Chair or any three (3) Parties may call a Special Meeting to discuss urgent issues that require immediate attention or action by the Parties prior to the date of the next Work Meeting. Special Meetings may be held in person or by teleconference. The Parties must be given two (2) days written notice of the Special Meetings as provided by this MOA

2. Quorum – A quorum shall exist if a Work Meeting or Special Meeting is attended in person or via teleconference by at least five (5) Representatives; except however, no quorum shall exist unless one of the Primary Jurisdictions, Manhattan Beach or Redondo Beach, is present. No official or binding action may be taken at any meetings without a quorum

3. Representatives – Each Party shall appoint one or more representative(s) (“Representative”) authorized to vote that party’s single vote at the Work Meetings or Special Meetings, although other individuals of Party may also attend the meeting the name(s) of the Representative(s) shall submit be submitted at least two (2) days before the first scheduled Work Meeting. A Party may designate a new Representative(s) to act on its behalf by providing written or electronic mail notice to both Primary Jurisdiction Representatives at anytime thereafter but at least two (2) days before the next Work Meeting. A Representative from each Party shall make every effort to attend every Work Meeting and Special Meeting. If a Party Representative will be absent from a Work Meeting or Special Meeting that Party may appoint another Party’s Representative to act as its proxy, with full power to vote as directed by the absent Party. Any such proxy arrangement shall be memorialized in writing or by electronic mail transmitted to both Primary Jurisdictions at least 24 hours before the date of the Work or Special Meeting. Proxy representation shall be counted in determining a quorum.

4. Chair – The two (2) Primary Jurisdictions shall act as Co-chairs, with the position of Chair rotating among the two Co-chairs on a month to month basis. In the event the Chair, for any particular month, is unable to perform its responsibilities, the Co-chair shall become Chair. The Primary Jurisdictions shall jointly sign all written communications made on behalf of all Parties. All written communications shall be copied to all Parties to this MOA.

5. Information Sharing – The Parties mutually agree to share, to the extent not otherwise prohibited by law or by legal or trade secret privilege, all information required to develop, prepare and submit documents required for the Work, including monitoring data, CADD and GIS or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided “as is” and without warranties as to accuracy or as to any other characteristic, whether express or implied. The intent of this data-sharing provision is to facilitate the Work. The Parties agree not to use such data for tasks not related to the Work.

6. Voting – Any action taken at any Work Meeting or Special Meeting shall be approved by a 2/3 majority vote of the Representatives attending the meeting or properly noticed proxy, and each said approval vote must include an affirmative vote by one (1) of the Primary Jurisdictions to be effective and binding. Each Party shall be bound by any action approved by the Parties at a Work Meeting or Special Meeting, whether that Party was present or absent from the Work Meeting or Special Meeting. Each party shall have one vote.

7. Subcommittees – The Representatives acting in a Work Meeting or Special Meeting may appoint such subcommittees as they believe appropriate and useful to conduct the work set forth in this MOA.

8. Minutes – The Chair shall select a secretary to draft and distribute written minutes of all Work and Special Meetings to the Party Representatives at the addresses designated below within five (5) work days after each Work or Special Meeting.

### **ARTICLE III – FUNDING AND CONTRACTING**

1. Funding Agreements – Any funds contributed for the Work, including contributions for consultants or other services as agreed upon by the Parties, shall be calculated using the cost-sharing formula described in Exhibit B. All funding shall apply to the Work, and shall not be used to implement the Work. The total contribution by all of the Parties shall not exceed \$185,000 unless otherwise agreed to by the Parties by written amendment of this MOA. Caltrans funding encumbered under this MOA is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of \$1,508 having been allocated and encumbered to pay Caltrans share of the Work costs. Any cost to be invoiced above this sum will require an amendment to this MOA.

2. Contracting – Should the Parties agree to obtain goods or services from a Third Party for the development, preparation and submittal of the Work, the Parties shall agree upon one Party to enter into an agreement with the Third Party. Said Party will be the "Contracting Agency." The Parties agree that Redondo Beach be the Contracting Agency. The Third Party contract shall incorporate the contracting requirements and policies of Redondo Beach that may be attached to the Request for Proposal (RFP). The Third Party contract shall recite, however, that it is for the benefit of the Parties, and the Third Party shall be paid solely from the contributions from the Parties in the amounts set forth in Exhibit B. The Third Party contract shall require the Third Party to look solely to Redondo Beach for payment of the funds contributed by the Parties and look solely to Redondo Beach to resolve any issues regarding that contract. The

Scope of Work of Third Party contract shall be presented to the Representatives for review and approval prior to execution of the contract. The Third Party contract shall also provide that it may be terminated upon sixty (60) days written notice by Redondo Beach, and shall otherwise be in compliance with Redondo Beach's regulations, ordinances and policies. No Party shall be obligated hereunder to bring any action against the Third Party for breach of its obligations under the contract.

3. Supervision of Third Party –Redondo Beach shall be responsible for coordinating the activities of Third Party, including coordinating the scope of work to be performed by the Third Party. Redondo Beach shall forward all invoices submitted by the Third Party to the Representatives for review and comment.

4. Payment – Upon contract execution with a Third Party, Redondo Beach shall invoice each Party for its respective share of the contracts total costs based on the formula described in Exhibit B. Each Party shall pay that invoice within sixty (60) days of receipt. Any change orders costs will be invoiced separately up to the maximum amount shown in Exhibit B.

5. Caltrans Budget Contingency – All obligations of Caltrans under the term of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This MOA has been signed by Caltrans before ascertaining the availability of federal or state legislative appropriation of funds, for the mutual

benefit of the Parties in order to avoid program and fiscal delays that would occur if the MOA was executed after that determination was made.

This MOA is valid and enforceable as to Caltrans, as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this MOA. If the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this MOA, this MOA may be amended in writing by the Parties to reflect any agreed upon reduction in the percentage of funds contributed by Caltrans to continue its participation in this MOA. Caltrans however has the option to withdraw from this MOA in the event sufficient funds are not appropriated for Caltrans.

Should Caltrans exercise its option to withdraw from this MOA, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this MOA.

#### **ARTICLE IV – GENERAL PROVISIONS**

1. Term of MOA – This MOA shall continue in effect until the earlier of July 1, 2006 or six (6) months after the Implementation Plan is approved in writing by the RWQCB, unless earlier terminated or extended by agreement of all Parties to the MOA. A Party may withdraw from this MOA ("Withdrawing Party") by sending a letter to each Party including the Primary Jurisdictions stating that Party's decision to withdraw from this MOA. However, prior to withdrawing, the Withdrawing Party must be current on all financial obligations resulting from this MOA. Once the Party withdraws from the MOA it will no longer be a participant

in the Work prepared under this MOA. Further, the Withdrawing Party forfeits any funds contributed prior to withdrawal from the MOA. Withdrawal is effective sixty (60) days after the date of written notice to the Primary Jurisdictions. If, however, the Withdrawing Party is Redondo Beach, withdrawal is effective sixty (60) days after executing an assignment of the Third Party contract to another Party to the MOA to serve as the new Contracting Agency.

2. Amendment – This MOA may be amended in writing in the same manner the MOA was entered.

3. Authority – Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOA on behalf of such Party.

4. Counterparts - This MOA may be signed in counterparts, and each counterpart shall be deemed an original, but all of which shall constitute one and the same instrument. A copy of all signature pages is attached hereto as Exhibit C and made a part of this Agreement.

5. Indemnification- Each Party shall indemnify, defend, and hold harmless each of the other Parties, including their Special Districts, elected and appointed officers, agents and employees, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the acts arising from and/or relating to this MOA.

6. Mutual Grant of Entry- During the term of this MOA, each Party hereby grants to every other Party the right of access and entry to all storm

drains, creeks, beaches, and existing monitoring stations at beaches subject to this MOA (the "Property") to achieve the purposes of this MOA. Prior to exercising said right of entry, the entering Party shall provide written notice to the Party who owns and/or retains jurisdiction over the Property. For the purposes of this provision, written notice shall be delivered to the Party Representative at least 48 hours in advance of entry and the Party seeking entry must receive confirmation to proceed from the Party that owns and/or retains jurisdiction over the Property before entering the Property. The Parties shall indemnify, defend and hold harmless each other Party, their Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

7. Access to Caltrans Facilities- Any Party intending to enter onto a Caltrans right of way shall first make a written request to the Caltrans party listed in Exhibit B; identifying the site location, extent of access by persons (and equipment if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans will thereafter determine, within ten (10) working days, if that entry will be allowed without a formal encroachment permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans' infrastructure. In such case, Caltrans will condition that right of



entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees as deemed necessary, in the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the applicant Party to submit a formal encroachment permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An encroachment permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access.

8. Notices— Any notices, bills, invoices, or reports relating to this MOA, 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 addresses set forth herein below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile or by confirmed email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth herein.

9. Relationship of the Parties- The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other Party except as expressly provided by this MOA. 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.

10. Governing Law – This MOA shall be governed, interpreted, construed and enforced in accordance with the law of the State of California.

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

IN WITNESS WHEREOF, the Parties hereto have signed this MOA on the date afterwards indicated.

**City of Manhattan Beach**

By: \_\_\_\_\_  
Geoff Dolan, City Manager

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Liza Tamura, City Clerk

By: \_\_\_\_\_  
Robert V. Wadden, City Attorney

Mailing Address: City of Manhattan Beach  
Public Works Department  
3621 Bell Ave.  
Manhattan Beach, CA 90266

**City of Hermosa Beach**

By: \_\_\_\_\_  
Art Yoon, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Elaine Doerfling, City Clerk

By: \_\_\_\_\_  
Michael Jenkins, City Attorney

Mailing Address: City of Hermosa Beach  
1315 Valley Dr  
Hermosa Beach, CA 90254

**City of Redondo Beach  
a Chartered Municipal Corporation**

By: \_\_\_\_\_  
Gregory C. Hill, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sandy Forrest, City Clerk

By: \_\_\_\_\_  
John Eastman, Assistant City Attorney

Mailing Address: City of Redondo Beach  
Engineering and Building Services Department  
415 Diamond Street  
Redondo Beach, CA 90277

**City of Torrance  
a Municipal Corporation**

By: \_\_\_\_\_  
Dan Walker, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sue Herbers, City Clerk

By: \_\_\_\_\_  
John L. Fellows, City Attorney

Mailing Address: City of Torrance  
Public Works Department – Engineering Division  
20500 Madrona  
Torrance, CA 90503

**City of El Segundo  
a General Law City**

By: \_\_\_\_\_  
Mary Strenn, City Manager

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

Attest:

Approved as to Form:  
Mark D. Hensley, City Attorney

By: \_\_\_\_\_  
Cindy Mortesen, City Clerk

By: \_\_\_\_\_  
Karl H. Berger, Assistant City Attorney

Mailing Address: City of El Segundo  
Public Works Department  
350 Main Street  
El Segundo, CA 90245

**County of Los Angeles  
Acting on behalf of the Los Angeles  
County Flood Control District**

By: \_\_\_\_\_  
Don Knabe, Chair - Board of Supervisor

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

By: \_\_\_\_\_  
James A. Noyes, Chief Engineer

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

Attest:

Approved as to Form:

VIOLET VARONA-LUKEN  
Executive Office of the  
Board of Supervisors of  
the County of Los Angeles

OFFICE OF THE COUNTY COUNSEL

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

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

Mailing Address: Los Angeles County  
Department of Public Works  
Watershed Management Division,  
11th Floor  
900 South Fremont St.  
Alhambra, CA 91803

**STATE OF CALIFORNIA  
Department of Transportation**

**Tony V. Harris  
Director of Transportation, Acting**

By: \_\_\_\_\_  
Douglas R. Failing  
District Director

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

Approved as to Form & procedure:

Certify as to funds:

By: \_\_\_\_\_  
William B. Bassett  
Attorney

By: \_\_\_\_\_  
District Budget Manager

Certify as to Financial Terms and Conditions:

By: \_\_\_\_\_  
Accounting Administrator

Address: California Department of Transportation  
District 07  
120 South Spring Street, MS 13  
Los Angeles, California 90012  
Attention: Bob Wu

**Exhibit A**

**Copy of  
Santa Monica Bay Beaches Bacterial  
Total Maximum Daily Load**

**Resolution No. 2002-022 (6 pages)  
Attachment A (17 pages)  
Attachment B (1 page)**



## Exhibit B Cost Sharing Formula

All Parties agree to share the cost of preparing the draft and final implementation plan for Jurisdictional Groups 5 & 6 on a tributary area basis.

The following table shows cost sharing distribution and maximum contribution amount:

| Jurisdiction          | Tributary Area<br>(acres) | Contribution<br>Percentage | Maximum<br>Contribution<br>Amount |
|-----------------------|---------------------------|----------------------------|-----------------------------------|
| Manhattan Beach       | 2023                      | 24.991%                    | \$46,233                          |
| Hermosa Beach         | 901                       | 11.130%                    | \$20,591                          |
| Redondo Beach         | 2623                      | 32.403%                    | \$59,946                          |
| Torrance              | 2289                      | 28.277%                    | \$52,312                          |
| El Segundo            | 21                        | 0.259%                     | \$479                             |
| County of Los Angeles | 172                       | 2.125%                     | \$3,931                           |
| Caltrans              | 66                        | 0.815%                     | \$1,508                           |
| Total                 | 8095                      | 100.000%                   | \$185,000                         |

State of California  
California Regional Water Quality Control Board, Los Angeles Region

RESOLUTION NO. 2006-007  
April 6, 2006

Statement of support for the efforts of responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 to utilize an integrated water resources approach to achieve full compliance with the Santa Monica Bay Beaches Bacteria Wet Weather TMDL in the shortest possible timeframe and no later than 2021

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region, finds that:

1. The federal Clean Water Act (CWA) requires the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) to develop water quality standards which include beneficial use designations and criteria to protect beneficial uses for each water body found within its region.
2. The Regional Board carries out its CWA responsibilities through California's Porter-Cologne Water Quality Control Act and establishes water quality objectives designed to protect beneficial uses contained in the Water Quality Control Plan for the Los Angeles Region (Basin Plan).
3. Section 303(d) of the CWA requires states to identify and to prepare a list of water bodies that do not meet water quality standards and then to establish load and waste load allocations, or a total maximum daily load (TMDL), for each water body that will ensure attainment of water quality standards and then to incorporate those allocations into their water quality control plans.
4. Many of the beaches along Santa Monica Bay were listed on California's 1998 section 303(d) List, due to impairments for coliform or for beach closures associated with bacteria generally. The beaches appeared on the 303(d) List because the elevated bacteria and beach closures prevented full support of the beaches' designated use for water contact recreation (REC-1).
5. A consent decree between the U.S. Environmental Protection Agency (USEPA), Heal the Bay, Inc. and Santa Monica BayKeeper, Inc. was approved on March 22, 1999. This court order required completion of a TMDL to reduce bacteria at Santa Monica Bay beaches by March 2002.
6. The Regional Board adopted two TMDLs to address bacteriological water quality impairments for 44 beaches along Santa Monica Bay located in Los Angeles County, California. The Regional Board adopted a TMDL to address water quality impairments during dry weather on January 24, 2002 and a TMDL to address wet weather impairments on December 12, 2002 (Resolutions 2002-004 and 2002-022, respectively).
7. The Regional Board incorporated the dry weather and wet weather TMDLs along with appropriate implementation measures into its Basin Plan as required (40 CFR 130.6(c)(1)).

- 130.7). The Basin Plan and applicable statewide plans serve as the State Water Quality Management Plans governing the watersheds under the jurisdiction of the Regional Board.
8. The Regional Board established the above-mentioned TMDLs to preserve and enhance the water quality at Santa Monica Bay beaches and for the benefit of the 55 million beachgoers, on average, that visit these beaches each year. At stake is the health of swimmers and surfers and associated health costs as well as sizeable revenues to the local and state economy. Estimates are that visitors to Santa Monica Bay beaches spend approximately \$1.7 billion annually.
  9. The Regional Board's goal in establishing the above-mentioned TMDLs is to reduce the risk of illness associated with swimming in marine waters contaminated with bacteria. Local and national epidemiological studies compel the conclusion that there is a causal relationship between adverse health effects, such as gastroenteritis and upper respiratory illness, and recreational water quality, as measured by bacteria indicator densities. The water quality objectives on which the TMDL numeric targets are based will ensure that the risk of illness to the public from swimming at Santa Monica Bay beaches generally will be no greater than 19 illnesses per 1,000 swimmers, which is defined by the USEPA as an "acceptable health risk" in marine recreational waters.
  10. The Dry Weather and Wet Weather Santa Monica Bay Beaches Bacteria TMDLs cover 44 beaches and 29 subwatersheds, with multiple jurisdictions and agencies that are responsible for compliance. Therefore, in the Wet Weather TMDL for implementation planning the Regional Board grouped the subwatersheds into Jurisdictional Groups. Each Jurisdictional Group is comprised of one or more subwatersheds, the beach(es) associated with these subwatersheds, and all responsible jurisdictions and agencies within the subwatershed(s). Each Jurisdictional Group is assigned a primary jurisdiction. A primary jurisdiction is that jurisdiction comprising greater than fifty percent of the subwatershed land area. The primary jurisdiction is responsible for submitting an implementation plan for the Jurisdictional Group per the requirements of the Wet Weather TMDL.
  11. Jurisdictional Group 5 is responsible for one subwatershed, referred to as the Hermosa subwatershed. The primary jurisdiction is the City of Manhattan Beach. Other participating responsible jurisdictions and agencies in Jurisdictional Group 5 include the Cities of El Segundo and Hermosa Beach, County of Los Angeles and California Department of Transportation (Caltrans).
  12. Jurisdictional Group 6 is responsible for one subwatershed, referred to as the Redondo subwatershed. The primary jurisdiction is the City of Redondo Beach. Other participating responsible jurisdictions and agencies in Jurisdictional Group 6 include the Cities of Hermosa Beach, Manhattan Beach and Torrance, County of Los Angeles and Caltrans.
  13. During the adoption of the wet weather TMDL, the Regional Board recognized two broad approaches to implementing the TMDL. One possible approach is an integrated water resources approach that takes a holistic view of regional water resources management by integrating planning for future wastewater, storm water, recycled water, and potable water needs and systems; focuses on beneficial re-use of storm water, including groundwater infiltration, at multiple points throughout a watershed; and addresses multiple pollutants for which Santa Monica Bay or its watershed are listed on the CWA section 303(d) List as impaired. The other possible approach is a non-integrated water resources approach in which

implementation is achieved by focusing on narrowly tailored, end-of-the-pipe solutions to improve bacteriological water quality without incorporating other environmental and public goals.

14. The Regional Board recognized that an integrated water resources approach not only provides water quality benefits to the people of the Los Angeles Region, but also that the responsible jurisdictions implementing this TMDL can serve a variety of public purposes by adopting an integrated water resources approach. An integrated water resources approach will address multiple pollutants, and as a result, responsible jurisdictions can recognize cost-savings because capital expenses for the integrated approach will implement several TMDLs that address pollutants in storm water. In addition, jurisdictions serve multiple roles for their citizenry, and an integrated approach allows for the incorporation and enhancement of other public goals such as water supply, recycling and storage; environmental justice; parks, greenways and open space; and active and passive recreational and environmental education opportunities.
15. The Regional Board acknowledged that a longer timeframe is reasonable for an integrated water resources approach because it requires more complicated planning and implementation such as identifying markets for the water and efficiently siting storage and transmission infrastructure within the watershed(s) to realize the multiple benefits of such an approach. Therefore, after considering testimony, the Regional Board revised the implementation provisions of the TMDL to allow for a longer implementation schedule (*up to 18 years*) if the responsible jurisdictions and agencies clearly demonstrate their intention to undertake an integrated water resources approach and justify the need for a longer implementation schedule. In contrast, the Regional Board required a shorter implementation schedule (*up to 10 years*) for non-integrated approaches because the level of planning is not as complicated.
16. The Regional Board has the authority to provide compliance schedules through the basin planning process. In the wet weather TMDL, adopted by the Regional Board, the Regional Board established dual schedules for implementation that afford the responsible jurisdictions and agencies up to ten or eighteen years, depending on the implementation approaches pursued, to implement the wet weather TMDL.
17. The implementation provisions in Table 7-4.4 of the wet weather TMDL state that, "the implementation schedule will be determined on the basis of the implementation plan(s), which must be submitted to the Regional Board by responsible jurisdictions and agencies within two years of the effective date of the TMDL" (Resolution 2002-022, Attachment A).
18. The implementation provisions in Table 7-4.4 further state that, "responsible jurisdictions and agencies must clearly demonstrate in the above-mentioned plan whether they intend to pursue an integrated water resources approach." If the responsible jurisdictions and agencies prefer an integrated approach, there must be a clear demonstration of need for the longer implementation schedule in the implementation plan. Otherwise, at most a 10-year implementation timeframe will be allotted by the Regional Board, depending upon a clear demonstration of the time needed in the implementation plan.
19. Per the requirements set forth in the wet weather TMDL, responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 jointly submitted a draft Implementation Plan to the Regional Board on March 15, 2005. Regional Board staff met with the responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 to review and provide comments on the draft Implementation Plan. Regional Board staff also provided written comments to

the responsible jurisdictions and agencies in a letter dated May 26, 2005. The responsible jurisdictions and agencies submitted a final Implementation Plan to the Regional Board on July 15, 2005.

20. The Implementation Plan submitted by Jurisdictional Groups 5 and 6 is an iterative, adaptive implementation plan designed to address wet- and dry-weather TMDL issues. The Implementation Plan incorporates the principles of an integrated water resources approach by addressing additional pollutants, integrating water conservation methods, and identifying beneficial reuse opportunities as detailed in section 4.4 of the Plan.
21. The Implementation Plan lays out three management approaches within an iterative framework that is designed to identify and implement those implementation actions that are found to be most effective in achieving compliance with the TMDL. The three broad management approaches are programmatic solutions, structural best management practices (BMPs), and source identification and control.
22. The implementation schedule proposed by Jurisdictional Groups 5 and 6 is phased over 16 years with a final compliance date of 2021 (18 years after the effective date of the TMDL). The implementation plan is divided into three phases. Jurisdictional Groups 5 and 6 will begin Phase I of the three management approaches described in (22) simultaneously.
23. At the first interim milestone in July 2009 (10% wet-weather reduction in exceedance days), Phase I of programmatic solutions will have been implemented and Phase I source identification investigations will be complete. Phase II of these two management approaches will be underway. At the second interim milestone in July 2013 (25% wet-weather reduction), one entire cycle of all three phases of programmatic solutions and source control measures will be complete. Additionally the pilot phase and final assessment of site-specific structural BMPs will be complete (Phase II). The combined effect of source controls implemented in high priority drainage areas with appropriate expansion into other drainage areas, and all three phases of programmatic solutions implemented throughout Jurisdictional Groups 5 and 6 is expected to achieve the first two interim milestones of a 10% and 25% reduction in wet weather exceedances.
24. Regional solutions are a secondary resort in managing runoff and reducing bacteria loading at the beaches. However, due to scientific uncertainties it is not possible to guarantee that the implementation actions outlined in the Implementation Plan for Jurisdictional Groups 5 and 6 will achieve the necessary reductions in exceedance days as required by the TMDL. Therefore, it is essential to start the feasibility and conceptual analyses for regional solutions early in the implementation schedule (prior to 2013) in order to identify potential land requirements, physical limitations, and implementation issues. Because these regional solutions require a significant amount of time to plan and implement, beginning the feasibility analyses early will provide the responsible jurisdictions and agencies sufficient time to make changes and other arrangements and still keep to the implementation schedule.
25. Interested persons and the public have had reasonable opportunity to participate in the development and review of the Implementation Plan for Jurisdictional Groups 5 and 6. The responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 held two half-day stakeholder workshops during the development of the Implementation Plan. These were held on October 19, 2004 and January 18, 2005.

26. The final Implementation Plan for Jurisdictional Groups 5 and 6 submitted by the responsible jurisdictions and agencies to the Regional Board was posted on the Regional Board's website in advance of the April 6, 2006 Board hearing. A Notice of Hearing was published and circulated 30 days preceding Board action; Regional Board staff responded to oral and written comments received from the public; and the Regional Board held a public hearing on April 6, 2006 to consider the Implementation Plan for Jurisdictional Groups 5 and 6.

**THEREFORE, be it resolved that pursuant to Regional Board Resolution 2002-022, Attachment A, Amendment to the Water Quality Control Plan – Los Angeles Region to incorporate Implementation Provisions for the Region's Bacteria Objectives and to incorporate the Santa Monica Bay Beaches Wet Weather Bacteria TMDL, Table 7-4.4, "Implementation", adopted by the Regional Board on December 12, 2002 and effective on July 15, 2003:**

1. The Regional Board hereby acknowledges the submission of a draft Implementation Plan and final Implementation Plan dated July 15, 2005 by responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6, including the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and Torrance, County of Los Angeles and Caltrans, per requirements of the Santa Monica Bay Beaches Bacteria Wet Weather TMDL as set forth in Resolution 2002-022, Attachment A, Table 7-4.7.
2. The Regional Board hereby determines that the responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 as identified in (1) have demonstrated at a conceptual level in the Implementation Plan that they intend to pursue an integrated water resources approach as defined in the Santa Monica Bay Beaches Bacteria Wet Weather TMDL, Table 7-4.4.
3. The Regional Board hereby determines that assuming the responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 as identified in (1) adequately comply with the terms of this resolution, they will have demonstrated based on their conceptual plan the need for the longer implementation schedule as outlined in the final Implementation Plan dated July 15, 2005, which commits to a final compliance date of July 2021.
4. Given the conceptual commitment to an integrated water resources approach and to achieving final compliance by July 2021 outlined in the Implementation Plan for Jurisdictional Groups 5 and 6, the Regional Board strongly supports and encourages the efforts of the responsible jurisdictions and agencies to (1) aggressively implement early actions as outlined in the Implementation Plan and (2) make timely adjustments and refinements to the Implementation Plan to ensure that bacteriological water quality impairments at Santa Monica Bay beaches are resolved in the shortest possible timeframe.
5. The Regional Board encourages an integrated water resources approach and recognizes that additional time may be necessary to pursue such an approach to TMDL implementation. In order to clearly justify an extended implementation schedule beyond 10 years and up to 18 years from the effective date of the TMDL, the responsible jurisdictions and agencies are required to submit additional quantifiable analyses as described below to demonstrate (1) the proposed plans will meet the interim and final WLAs and (2) the proposed implementation actions will achieve multiple water quality benefits and other public goals.

The Regional Board strongly encourages responsible jurisdictions and agencies pursuing an integrated water resources approach to employ natural methods as opposed to end-of-pipe, whenever it would be effective and feasible.

6. Per the provisions of the TMDL, the Regional Board will determine, when the TMDL is reconsidered in 2007, if a longer implementation schedule (up to 18 years from the TMDL effective date) shall be granted if there is a clear demonstration that an integrated water resources approach will be pursued.

The types of approaches proposed coupled with quantifiable estimates of the integrated water resources benefits of the proposed structural and non-structural BMPs included in the Implementation Plan would provide the obligatory demonstration that an integrated water resources approach is being pursued. This demonstration shall provide numeric estimates of the benefits, including reductions in other pollutants, groundwater recharged, acres of multi-use projects and water (e.g. stormwater, runoff, wastewater) beneficially reused among other integrated water resources criteria outlined in the Santa Monica Bay Beaches Wet Weather Bacteria TMDL. Responsible jurisdictions and agencies should submit to the Regional Board technically defensible quantifiable estimates of integrated benefits for actions to meet the first and second interim compliance deadlines (6 and 10 years after the effective date of the TMDL, respectively). This information must be submitted within 9 months to allow sufficient time for staff analyses prior to the Board's reassessment of the TMDL, scheduled for July 2007.

7. The Regional Board recognizes that it is critical to establish a technically defensible quantitative linkage to the interim and final waste load allocations (WLAs) to measure progress toward achieving the WLAs. The linkage should include target reductions in stormwater runoff and/or total coliform, fecal coliform and enterococcus using the 90<sup>th</sup> percentile year for the jurisdictional group and each individual subwatershed.

The Regional Board also recognizes that it is essential to establish quantitative estimates of the water quality benefits provided by the proposed structural and non-structural BMPs to meet the first interim compliance deadline (6 years after the effective date of the TMDL), and preliminary estimates of the benefits provided by the proposed BMPs to meet the second interim compliance deadline (10 years after the effective date of the TMDL). These estimates, including a quantitative analysis of their linkage to the interim WLAs, are necessary to provide assurance that interim compliance deadlines will be achieved given the uncertainties involved in an integrated water resources approach. Estimates should address reductions in exceedance days, bacteria concentration and loading, and flow in the drain and at each beach compliance monitoring location. Responsible jurisdictions and agencies should submit such information to the Regional Board within nine months so that the Regional Board staff will have time to assess the information in time for the reconsideration of the TMDL.

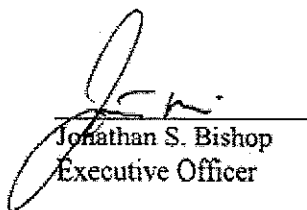
8. The Regional Board directs staff to develop draft language for Board consideration that incorporates into the Los Angeles County Municipal Separate Storm Sewer System (MS4) NPDES permit at reissuance explicit requirements for responsible jurisdictions and agencies in Jurisdictional Groups 5 and 6 to submit single coordinated regular reports to the Board on progress toward achieving the required reductions set forth in the TMDLs. These single coordinated regular reports may be submitted as part of the Los Angeles County MS4 Annual Program and Annual Monitoring reports. Reports on progress toward compliance with the TMDL shall include data and information on (1) water quality improvements in the receiving water; (2) the effectiveness of BMPs implemented as part of the Implementation Plan for

Jurisdictional Groups 5 and 6 measured in terms of water quality improvement and quantity of wet weather runoff reduced, captured, treated, or infiltrated; and (3) the performance of other programmatic solutions, source identification activities and source control measures. Data on water quality improvements may include for example reductions in exceedance days compared to historical data and interim milestones, where appropriate; the proportion of wet weather days that exceed the water quality objectives by storm year as defined in the TMDLs; and corresponding rainfall data as set forth in the Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan submitted by responsible jurisdictions and agencies.

Given the iterative approach outlined in the Implementation Plan for Jurisdictional Groups 5 and 6, reports shall also include documentation on changes and refinements to the Implementation Plan based on the results of shoreline monitoring data, data on BMP effectiveness, and evaluations of pilot projects and other implementation actions under consideration. Such updates to the Implementation Plan shall include revised quantitative estimates of the water quality benefits of the proposed BMPs and the linkage to the waste load allocations identified pursuant to (7) above.

9. The Regional Board further directs staff to develop draft language for Board consideration that incorporates into the Los Angeles County MS4 NPDES permit at reissuance specific provisions to reopen the TMDL section of the permit and incorporate, after providing the opportunity for public comment, TMDL-related provisions as well as additional implementation actions, including but not limited to institutional controls, source identification and control, and structural and treatment controls if adequate progress is not being made to achieve compliance with Santa Monica Bay Beaches Bacteria TMDLs.
10. The Regional Board anticipates the California Department of Transportation (Caltrans) as a responsible agency to work cooperatively with the responsible jurisdictions and agencies under the Los Angeles County MS4 NPDES permit to achieve compliance with the Santa Monica Bay Beaches Bacteria TMDL, including requirements as set forth pursuant to (8) and (9) above. In the event that Caltrans decides to proceed independently to address compliance with the TMDL, Caltrans will be required to meet the applicable significant dates for responsible jurisdictions and agencies as contained in Attachment A to Resolution No. 2002-022, Table 7-4.7.
11. The Regional Board encourages responsible jurisdictions and agencies to begin feasibility studies and planning for regional solutions to managing wet weather runoff and bacteria loading early in the implementation schedule (prior to 2013) to ensure sufficient time to redirect implementation activities if necessary to include regional solutions and still achieve the final compliance deadline.

I, Jonathan Bishop, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Los Angeles Region, on April 6, 2006.

  
Jonathan S. Bishop  
Executive Officer



07-LA-1-PM 17.4/23.49  
Santa Monica Bay Beaches Bacteria  
TMDL Implementation Plan Development  
Groups 5 and 6  
District Agreement No. 07-4705/A1  
EA 910204

**AMENDMENT NO. 1 TO  
MEMORANDUM OF AGREEMENT**

**SANTA MONICA BAY BEACHES BACTERIA TMDL  
IMPLEMENTATION PLAN DEVELOPMENT  
JURISDICTIONAL GROUPS FIVE AND SIX**

This is an Amendment No. 1 to the Memorandum of Agreement ("MOA") effective on July 1, 2004, entered into by and among the City of Redondo Beach ("Redondo Beach"), a chartered municipal corporation; the City of Manhattan Beach ("Manhattan Beach"), a general law city; the City of Torrance ("Torrance"), a municipal corporation; the City of Hermosa Beach ("Hermosa Beach"), a body corporate and politic; the City of El Segundo (El Segundo), a general law city; the County of Los Angeles ("County"), a political subdivision of the State of California and the California Department of Transportation ("Caltrans") (individually "Party" and collectively, "Parties"), a fully executed copy of the MOA which is attached hereto as Exhibit A. This Amendment No. 1 modifies the MOA with respect to the following:

**RECITALS**

**A. WHEREAS**, on July 15, 2005, the Parties submitted the Implementation Plan to the Regional Water Quality Control Board, Los Angeles Region (RWQCB); and

**B. WHEREAS**, on April 6, 2006, the RWQCB held a public hearing and adopted Resolution No. 2006-007, a copy is attached hereto as Exhibit B, which requires the responsible agencies within Jurisdictional Groups 5 & 6 to submit a report to the RWQCB by January 6, 2007. The report will contain information specified in said resolution that will support the schedule as delineated in the Implementation Plan; and

**C. WHEREAS**, the Parties of both responsible jurisdictions in either Jurisdictional Group 5 or 6 need to work together cooperatively in order to complete the report described in Paragraph B above within the allotted 9 months; and

**D. WHEREAS**, the MOA is set to terminate on July 1, 2006 and the Parties need to extend the term of MOA to cooperatively complete said report within the allowed time period.

**NOW, THEREFORE**, in consideration of the mutual benefits and representations made herein, the Parties hereby agree as follows:

**AMENDMENT TO MEMORANDUM OF AGREEMENT**

1. Article IV, Paragraph 1 of the MOA is modified as follows:

"1. Term of MOA – This MOA shall continue in effect until July 1, 2008, unless earlier terminated or extended by agreement of all Parties to the MOA. A Party may withdraw from this MOA

("Withdrawing Party") by sending a letter to each Party including the Primary Jurisdictions stating that Party's decision to withdraw from this MOA. However, prior to withdrawing, the Withdrawing Party must be current on all financial obligations resulting from this MOA. Once the Party withdraws from the MOA it will no longer be a participant in the Work prepared under this MOA. Further, the Withdrawing Party forfeits any funds contributed prior to withdrawal from the MOA. Withdrawal is effective sixty (60) days after the date of written notice to the Primary Jurisdictions. If, however, the Withdrawing Party is Redondo Beach, withdrawal is effective sixty (60) days after executing an assignment of the Third Party contract to another Party to the MOA to serve as the new Contracting Agency."

2. All other terms or conditions of the MOA shall remain in full force and effect and are not modified by the Amendment No. 1.

**IN WITNESS WHEREOF**, the Parties hereto agree to sign this Amendment No. 1 to Memorandum of Agreement on the date afterwards indicated.

**City of Manhattan Beach**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Geoff Dolan, City Manager

Attest: \_\_\_\_\_ Approved as to Form: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Liza Tamura, City Clerk Robert V. Wadden, City Attorney

Mailing Address: City of Manhattan Beach  
Public Works Department  
3621 Bell Ave.  
Manhattan Beach, CA 90266

**City of Hermosa Beach**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Art Yoon, Mayor

Attest: \_\_\_\_\_ Approved as to Form: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Elaine Doerfling, City Clerk Michael Jenkins, City Attorney

Mailing Address: City of Hermosa Beach  
1315 Valley Dr  
Hermosa Beach, CA 90254

**City of Redondo Beach  
a Chartered Municipal Corporation**

By: \_\_\_\_\_  
Mike Gin, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sandy Forrest, City Clerk

By: \_\_\_\_\_  
Michael W. Webb, City Attorney

Mailing Address: City of Redondo Beach  
Engineering and Building Services Department  
415 Diamond Street  
Redondo Beach, CA 90277

**City of Torrance  
a Municipal Corporation**

By: \_\_\_\_\_  
Dan Walker, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sue Herbers, City Clerk

By: \_\_\_\_\_  
John L. Fellows, City Attorney

Mailing Address: City of Torrance  
Public Works Department – Engineering Division  
20500 Madrona  
Torrance, CA 90503

**City of El Segundo  
a General Law City**

By: \_\_\_\_\_  
Jeff Stewart, City Manager

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

Attest:

Approved as to Form:  
Mark D. Hensley, City Attorney

By: \_\_\_\_\_  
Cindy Mortesen, City Clerk

By: \_\_\_\_\_  
Karl H. Berger, Assistant City Attorney

Mailing Address: City of El Segundo  
Public Works Department  
350 Main Street  
El Segundo, CA 90245

**County of Los Angeles  
Acting on behalf of the Los Angeles  
County Flood Control District**

By: \_\_\_\_\_  
Don Knabe, Chair - Board of Supervisor

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

By: \_\_\_\_\_  
Donald L. Wolfe, Chief Engineer

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

Attest:

SACHI A. HAMAI  
Executive Office of the  
Board of Supervisors of  
the County of Los Angeles

Approved as to Form:

RAYMOND G. FORTNER, Jr.  
County Counsel

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

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

Mailing Address: Los Angeles County  
Department of Public Works  
Watershed Management Division,  
11th Floor  
900 South Fremont St.  
Alhambra, CA 91803

**STATE OF CALIFORNIA  
Department of Transportation**

**Will Kempton  
Director of Transportation**

By: \_\_\_\_\_  
Douglas R. Failing  
District Director

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

Approved as to Form & procedure:

Certify as to funds:

By: \_\_\_\_\_  
William B. Bassett  
Attorney

By: \_\_\_\_\_  
District Budget Manager

Certify as to Financial Terms and Conditions:

By: \_\_\_\_\_  
Accounting Administrator

Address: California Department of Transportation  
District 07  
100 South Main Street, Suite 100, MS 13  
Los Angeles, California 90012  
Attention: Bob Wu



**Exhibit A**

**Copy of  
Memorandum of Agreement**

Santa Monica Bacteria TMDL  
Jurisdictional Groups 5 and 6  
Implementation Plan Implementation  
Amendment to Memorandum of Agreement

**Exhibit B**

**Copy of RWQCB Resolution No. 2006-007**

Santa Monica Bacteria TMDL  
Jurisdictional Groups 5 and 6  
Implementation Plan Implementation  
Amendment to Memorandum of Agreement

07-LA-1-PM 17.4/23.49  
Santa Monica Bay Beaches Bacteria  
TMDL Implementation Plan Development  
Groups 5 and 6  
District Agreement No. 07-4705/A2  
EA 910204

**AMENDMENT NO. 2 TO  
MEMORANDUM OF AGREEMENT**

**SANTA MONICA BAY BEACHES BACTERIA TMDL  
IMPLEMENTATION PLAN DEVELOPMENT  
JURISDICTIONAL GROUPS FIVE AND SIX**

This is Amendment No. 2 to the Memorandum of Agreement ("MOA") effective July 1, 2004, entered into by and among the City of Redondo Beach ("Redondo Beach"), a chartered municipal corporation; the City of Manhattan Beach ("Manhattan Beach"), a general law city; the City of Torrance ("Torrance"), a municipal corporation; the City of Hermosa Beach ("Hermosa Beach"), a body corporate and politic; the City of El Segundo (El Segundo), a general law city; the County of Los Angeles ("County"), a political subdivision of the State of California and the California Department of Transportation ("Caltrans") (individually "Party" and collectively, "Parties"). A fully executed copy of the MOA is attached hereto as Exhibit A. This Amendment No. 2 modifies the MOA with respect to the following:

**RECITALS**

**A. WHEREAS**, on July 15, 2005, the Parties submitted the Implementation Plan to the Regional Water Quality Control Board, Los Angeles Region (RWQCB);

and

**B. WHEREAS**, on April 6, 2006, the RWQCB held a public hearing and adopted Resolution No. 2006-007, a copy is attached hereto as Exhibit B, which requires the responsible agencies within Jurisdictional Groups 5 & 6 to submit a report to the RWQCB by January 6, 2007. The report will contain information specified in said resolution that will support the schedule as delineated in the Implementation Plan; and

**C. WHEREAS**, the Parties of both responsible jurisdictions in either Jurisdictional Group 5 or 6 need to work together cooperatively in order to complete the report described in Paragraph B above within the allotted 9 months; and

**D. WHEREAS**, the MOA termination date was extended to July 1, 2008, by Amendment No. 1 executed on July 28, 2006; and

**E. WHEREAS**, the Parties need to modify the "Work" and the monetary contribution of all of the Parties.

**NOW, THEREFORE**, in consideration of the mutual benefits and representations made herein, the Parties hereby agree as follows:

**AMENDMENT TO MEMORANDUM OF AGREEMENT**

1. Article I, Section 1 of the MOA is modified as follows:

"1. Purpose of MOA – The Parties voluntarily enter this MOA to cooperatively and voluntarily devise and jointly fund: 1) an

implementation plan that is consistent with the provisions of the Bacteria TMDL and which shall include the development and submittal of an Implementation Plan, with any incidental documentation necessary to achieve the goals consistent with the Bacteria TMDL and 2) prepare a report as required by RWQCB Resolution No. 2006-007. The activities described in this Article I, Section 1, shall be referred to hereinafter as the "Work."

2. Article II, Section 8 of the MOA is modified as follows:

"8. Minutes – The Chair may select a secretary to draft and distribute written minutes of all Work and Special Meetings to the Party Representatives at the addresses designated below within five (5) work days after each Work or Special Meeting."

3. Article III, Section 1 of the MOA is modified as follows:

"1. Funding Agreements – Any funds contributed for the Work, including contributions for consultants or other services as agreed upon by the Parties, shall be calculated using the cost-sharing formula described in Exhibit B. All funding shall apply to the Work, and shall not be used to implement any recommendation contained in the Implementation Plan or the report, as required by RWQCB Resolution No. 2006-07. The total contribution by all of the Parties shall not exceed \$229,000 unless otherwise agreed to by the Parties by written amendment of this MOA. Caltrans funding encumbered under this MOA is evidenced by the signature of its

District Budget Manager certifying as to funds in the maximum sum of \$1,866 having been allocated and encumbered to pay Caltrans share of the Work costs. Any cost to be invoiced above this sum will require an amendment to this MOA.”

4. Existing Exhibit B – Cost Sharing Formula table of the MOA is modified as follows:

| Jurisdiction          | Tributary Area (acres) | Contribution Percentage | Original Maximum Contribution Amount | Change in the Maximum Contribution Amount | Modified Maximum Contribution Amount |
|-----------------------|------------------------|-------------------------|--------------------------------------|---|--------------------------------------|
| Manhattan Beach       | 2023                   | 24.991%                 | \$46,233                             | \$10,996                                  | \$57,229                             |
| Hermosa Beach         | 901                    | 11.130%                 | \$20,591                             | \$4,897                                   | \$25,488                             |
| Redondo Beach         | 2623                   | 32.403%                 | \$59,946                             | \$14,257                                  | \$74,203                             |
| Torrance              | 2289                   | 28.277%                 | \$52,312                             | \$12,443                                  | \$64,755                             |
| El Segundo            | 21                     | 0.259%                  | \$479                                | \$114                                     | \$593                                |
| County of Los Angeles | 172                    | 2.125%                  | \$3,931                              | \$935                                     | \$4,866                              |
| Caltrans              | 66                     | 0.815%                  | \$1,508                              | \$358                                     | \$1,866                              |
| Total                 | 8095                   | 100.000%                | \$185,000                            | \$44,000                                  | \$229,000                            |

5. All other terms or conditions of the MOA shall remain in full force and affect and are not modified by the Amendment No. 2.

**IN WITNESS WHEREOF**, the Parties hereto agree to sign this Amendment No. 2 to Memorandum of Agreement on the date afterwards indicated.

**City of Manhattan Beach**

By: \_\_\_\_\_  
Geoff Dolan, City Manager

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Liza Tamura, City Clerk

By: \_\_\_\_\_  
Robert V. Wadden, City Attorney

Mailing Address: City of Manhattan Beach  
Public Works Department  
3621 Bell Ave.  
Manhattan Beach, CA 90266

**City of Hermosa Beach**

By: \_\_\_\_\_  
Sam Edgerton, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Elaine Doerfling, City Clerk

By: \_\_\_\_\_  
Michael Jenkins, City Attorney

Mailing Address: City of Hermosa Beach  
1315 Valley Dr  
Hermosa Beach, CA 90254

**City of Redondo Beach  
a Chartered Municipal Corporation**

By: \_\_\_\_\_  
Mike Gin, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sandy Forrest, City Clerk

By: \_\_\_\_\_  
Michael W. Webb, City Attorney

Mailing Address: City of Redondo Beach  
Engineering and Building Services Department  
415 Diamond Street  
Redondo Beach, CA 90277

**City of Torrance  
a Municipal Corporation**

By: \_\_\_\_\_  
Frank Scotto, Mayor

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

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Sue Herbers, City Clerk

By: \_\_\_\_\_  
John L. Fellows, City Attorney

Mailing Address: City of Torrance  
Public Works Department – Engineering Division  
20500 Madrona  
Torrance, CA 90503



**City of El Segundo  
a General Law City**

By: \_\_\_\_\_  
Jeff Stewart, City Manager

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

Attest:

Approved as to Form:  
Mark D. Hensley, City Attorney

By: \_\_\_\_\_  
Cindy Mortesen, City Clerk

By: \_\_\_\_\_  
Karl H. Berger, Assistant City Attorney

Mailing Address: City of El Segundo  
Public Works Department  
350 Main Street  
El Segundo, CA 90245

**COUNTY OF LOS ANGELES Acting on behalf of itself and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By: \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

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

Attest:  
  
SACHI A. HAMAI  
Executive Office of the  
Board of Supervisors of  
the County of Los Angeles

Approved as to Form:  
  
RAYMOND G. FORTNER, Jr.  
County Counsel

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

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

Mailing Address: Los Angeles County  
Department of Public Works  
Watershed Management Division,  
11th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803

**STATE OF CALIFORNIA  
Department of Transportation**

**Will Kempton  
Director of Transportation**

By: \_\_\_\_\_  
Douglas R. Failing  
District Director

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

Approved as to Form & procedure:

Certify as to funds:

By: \_\_\_\_\_  
William B. Bassett  
Attorney

By: \_\_\_\_\_  
District Budget Manager

Certify as to Financial Terms and Conditions:

By: \_\_\_\_\_  
Accounting Administrator

Address: California Department of Transportation  
District 07  
100 South Main Street, Suite 100, MS 13  
Los Angeles, California 90012  
Attention: Bob Wu