



Agenda Item #: \_\_\_\_\_

# Staff Report

## City of Manhattan Beach

**TO:** Honorable Mayor Cohen and Members of the City Council

**THROUGH:** Geoff Dolan, City Manager

**FROM:** Jim Arndt, Public Works Director  
Kathleen McGowan, P.E., Environmental Consultant

**DATE:** April 7, 2009

**SUBJECT:** Consideration of Agreement among the Beach Cities to Contract for Joint Professional Services for Bacteria TMDL Compliance

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### **RECOMMENDATION:**

Staff recommends that the City Council **AUTHORIZE** the City Manager to execute the multi-agency Memorandum of Agreement (MOA) to cooperatively and jointly fund the Phase I implementation and Phase II performance assessment of the Jurisdictional Groups 5 and 6 Implementation Plan in accordance with the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load regulations with a maximum contribution by the City of Manhattan Beach of \$176,913.

### **FISCAL IMPLICATION:**

Sufficient funds are available in the funded Stormwater CIP fund for these services.

### **BACKGROUND:**

The Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (Bacteria TMDL) for Wet Weather adopted by the Los Angeles Regional Water Quality Control Board (Regional Board) on July 15, 2003 mandated compliance with shoreline bacterial standards within 10 years of the Bacteria TMDL effective date (July 15, 2003) unless the Responsible Agencies elected to use an integrated approach to achieve compliance in which case the agencies would be allowed up to 18 years for compliance. In the Bacteria TMDL, an “integrated approach” is generally defined as one that addresses multiple pollutants and provides multiple public benefits. In other words, the plan must control pollutants in addition to bacteria (e.g., trash, metals, pesticides, etc), and provide other public benefits such as stormwater re-use, water conservation, energy efficiency, recreational benefits, etc.

The Bacteria TMDL required that responsible agencies develop Implementation Plans that would delineate how compliance with the Bacteria TMDL could be achieved. The Bacteria TMDL created jurisdictional groups based on watersheds for purposes of compliance and for submittal of implementation plans. The City of Hermosa Beach, along with the cities of Redondo Beach, Manhattan Beach, Torrance, El Segundo, Caltrans, and Los Angeles County were included as “responsible agencies in Jurisdictional Groups 5 and 6 (J5&6).” On July 1, 2004 the Responsible

Agencies of J5&6 entered into a memorandum of agreement to jointly develop the Implementation Plan through joint contracting for professional services. The MOA defined the scope of work, cost sharing, and duration of the agreement. The Implementation Plan was developed using an integrated approach and included a schedule to achieve full compliance with the Bacteria TMDL by 2021. On March 15, 2005 a final draft of the Implementation Plan was submitted to the Regional Board staff for review. After responding to comments by the Regional Board staff, the final Implementation Plan was submitted to the Regional Board on July 15, 2005.

It was not until April 6, 2006 that the Regional Board held a hearing to review the Implementation Plans submitted by all the jurisdictional groups. The main focus of the hearing was the justification of the Implementation Plan schedules (up to eighteen years versus the default ten years for compliance). The Regional Board adopted a resolution that required the Responsible Agencies to provide a supplemental report that would provide additional information illustrating that the Implementation Plan utilizes an Integrated Approach, and that the extended schedule is justified. In July 2007, J5&6 submitted the required supplemental to the Regional Board.

In the meantime, to demonstrate good faith and to move forward with the Implementation Plan, during FY2005-06 the J5&6 agencies undertook to jointly develop/establish the Clean Bay Restaurant program in cooperation with the Santa Monica Bay Restoration Commission. The City of Manhattan Beach began implementing the Clean Bay Restaurant Program during FY2006-07. Based on the staff time required to establish the Clean Bay Restaurant Program and considering the technical nature of other elements of the Implementation Plan, the J5&6 agencies determined that the services of consultants are needed to develop the many remaining elements of the Implementation Plan. It was also determined that implementation should be divided into two separate projects or scopes of work. One project would implement the “Programmatic Solutions” of the Implementation Plan which include public education and outreach for various land use activities, establishment of good housekeeping practices for targeted land use activities, and related public institutional activities. The other project would conduct bacteria source identification for control of bacteria “hot spots” and siting of structural BMP solutions to treat/infiltrate wet weather flows in high priorities areas (28<sup>th</sup> Street storm drain in Manhattan Beach and the Herondo storm drain at the Hermosa Beach/Redondo Beach boundary). Accordingly, the agencies developed a detailed scope of work for each project and in November 2007 issued a Request for Proposals (RFP). In January 2008, proposals for each of the two projects were received and the agencies selected consultants for each project.

**DISCUSSION:**

The J5&6 agencies have developed a new Memorandum of Agreement MOA that will provide structure and cost sharing for professional services to carry out the Implementation Plan. The City of Redondo Beach is designated as the “Contracting” agency that will enter into agreements with consultants. The MOA was developed anticipating that all seven agencies would participate, however in November 2008 the County of Los Angeles notified the agencies that they would no longer participate because there is no unincorporated County land within Jurisdictional Groups 5 & 6 tributary to storm drains. The MOA was revised to exclude the County. Also during the development of the MOA the staff from the City of Torrance notified the agencies that their City Council would not be able to approve the MOA until the State of California approved its budget.

Subsequent delays in the State budget approval process caused further delays in approval of the MOA.

In an effort to expedite the implementation and in anticipation that the MOA would ultimately be approved by the agencies, the scope of work for the “Programmatic Solutions” project was subdivided into two phases. The scope of work of the first part was set so that the associated costs would not exceed the City of Redondo Beach share of the overall cost under the MOA. On September 8, 2008, the Redondo Beach City Council approved a contract with the selected consultant for a not to exceed amount of \$84,136 to implement the first part of the Programmatic Solutions—this work is well underway. Once the MOA is approved and signed by all agencies, the Programmatic Solutions project contract will be amended to include the second part of the Programmatic Solutions project. Also upon approval of the MOA by all agencies, a contract with the selected consultant to complete the Structural BMP Siting and Source Identification/Control project will be executed by the City of Redondo Beach on behalf of the J5&6 agencies.

As shown in Exhibit B of the MOA, the cost distribution for Programmatic and Source Identification activities is based on tributary area within each agency that discharges stormwater runoff into Santa Monica Bay. The cost for structural BMP siting is distributed based on the number of structural BMPs to be sited in each jurisdiction: four (4) in the 28<sup>th</sup> Street storm drain high priority area in Manhattan Beach, two (2) in Redondo Beach and one (1) in Hermosa Beach, the latter three located within the Herondo storm drain high priority area. City of Torrance has previously identified three structural BMP projects to be sited within the Herondo storm drain area. The total estimated cost under the MOA is \$591,028 with the City of Manhattan Beach share equal to \$176,913. All agencies must approve the MOA before it can become effective.

Staff believes that the cost savings represented through joint contracting for implementation is significant over what the City would incur were it to contract for these services separately. There is increased effectiveness to be gained for beach water quality by implementing public outreach programs and source control programs that are coordinated across the South Bay rather than programs that vary from city to city. City staff will have the opportunity to provide input throughout the implementation process to ensure that the City’s needs are well represented during program development.

The MOA has been approved as to form by the City Attorney. Redondo Beach and Torrance have approved the MOA. The Hermosa Beach City Attorney has approved the MOA as to form and it is scheduled to be considered for approval by their City Council this month. Caltrans’ approval is also expected this month. El Segundo has a *de minimus* share of the cost which will not require City Council approval.

**CONCLUSION:**

Staff recommends that the City Council authorize the City Manager to execute the multi-agency Memorandum of Agreement (MOA) to cooperatively and jointly fund the Phase I implementation and Phase II performance assessment of the Jurisdictional Groups 5 and 6 Implementation Plan.

Agenda Item #: \_\_\_\_\_

Attachments:

Exhibit A - Memorandum of Agreement Santa Monica Bay Beaches Bacteria TMDL  
Jurisdictional Groups Five and Six Implementation of Implementation Plan

Exhibit B – Cost Sharing Formula

**APPROVED AS TO FORM WITH  
MINOR CHANGES**

Date: July 8, 2008  
Reviewed by: Stan Vander Mey  
Office of Cooperative Agreements

07-LA-1-PM 17.4/23.49  
07-LA-107-pm 2.45/3.49  
Santa Monica Bay Beaches Bacteria TMDL  
Jurisdictional Groups 5 and 6  
Implementation of Implementation Plan  
District Agreement No. 07-4846  
EA 910204

**MEMORANDUM OF AGREEMENT**

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

This Memorandum of Agreement (“MOA”) is made, entered into, as of the effective date of the last Party signature set forth, 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; 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") as amended on August 19, 2007 or the statewide permit issued by the State Water Board (Order No. 99-06-DWQ) to Caltrans, in the manner required by law to be enforceable; and

**G. WHEREAS**, on July 15, 2005 the Parties, in accordance with the Bacteria TMDL, submitted a final Implementation Plan (IP) to address the requirements of the Bacteria TMDL.

**H. WHEREAS**, the Parties desire to implement the IP in an iterative and adaptive manner consistent with the "integrated water resources approach" ("IWR Approach") identified in the Bacteria TMDL, which will provide for final compliance within no more than 18 (eighteen) years after the effective date of the Bacteria TMDL; and

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

**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 the implementation of the IP that is consistent with the provisions of the Bacteria TMDL including any incidental documentation necessary to achieve the goals consistent with the Bacteria TMDL. The activities described in Article I, Section 2 and Article II, Section 8, shall be referred to hereinafter as the “Work.”

2. The Work shall generally include the activities delineated in the IP. The IP divides these activities into three categories: Programmatic Solutions, Structural BMPs, and Source Identification & Controls. Specific activities maybe modified from time to time in an iterative and adaptive manner in order to comply with the Bacteria TMDL. The “Work” in the MOA is limited to those activities identified in the IP to be complete in Phase I and shall include monitoring activities to be used in the evaluation effort delineated in Phase II. Specific activities included in each of the three categories are:

a. Programmatic Solutions: develop measures which increase public understanding of the connection between land use activities and water quality, encourage good housekeeping practices, and improve compliance with discharge prohibitions and ordinances among targeted populations.



b. Structural BMPs: conduct BMP identification and placement study to identify sites where structural BMPs could be constructed to provide the best opportunity to improve water quality and provide other beneficial uses.

c. Source Identification & Controls: conduct field reconnaissance in high priority areas to find significant sources of bacteria; and identify sources of bacteria from sanitary sewer system in waterfront areas.

3. "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 draft 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 (by facsimile, mail, or email) 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 cast that party’s single vote at the Work Meetings or Special Meetings. Although other individuals of the Party may also attend the meeting the name(s) of the Representative(s) shall 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 – Redondo Beach shall act as Chair and perform all duties identified in the agreement to be the responsibility of the Chair. In the event Redondo Beach is unable to perform the duties of the Chair, Manhattan Beach shall assume this position. However, 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 provide the services of a secretary to draft and distribute written minutes of all Work and Special Meetings to the Party Representatives at the addresses designated below five (5) work days prior to the next Work or Special Meeting. This activity shall be considered as part of the Work and the cost associated with this work paid from funds contributed per Article III, Section 1. Minutes are to be reviewed and approved by the Representatives during the Work Meeting 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 for implementation activities not included in the Work. The total contribution by all of the Parties shall not exceed \$591,028 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 \$4,066 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 execution 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 for two years from the effective date, unless earlier terminated or extended by written agreement of all Parties Representatives. Any extension of the agreement shall be in 12 month increments. 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 except for the term as provide in Articles IV, Section 1 above.

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 County Facilities – Any Party intending to enter onto the Los Angeles County right of way shall first apply for an Access Permit from the Los Angeles County Flood Control District's (LACFCD) Construction Division,

Permit Section. Once this Permit is obtained, the Party must contact LACFCD's Flood Maintenance Division at least 48 hours prior to entering the Property.

8. 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.

9. 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.

10. 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.

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

12. 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: \_\_\_\_\_  
Patrick K. Bobko, 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: \_\_\_\_\_  
Eleanor Manzano, 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: \_\_\_\_\_  
Jack Wayt, 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

**STATE OF CALIFORNIA  
Department of Transportation**

**Will Kempton  
Director of Transportation**

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

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

Approved as to Form & procedure:

Certified as to funds:

By: \_\_\_\_\_  
Attorney

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

Certified 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  
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 implementing the implementation plan for Jurisdictional Groups 5 & 6 on a tributary area basis (except for the BMP Siting portion of the work which is distributed to Manhattan Beach, Hermosa Beach and Redondo Beach only at a ratio of 57.1%, 14.3% and 28.6% respectively).

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

Jurisdiction	Tributary Area (acres)	% Contribution	Programmatic Solutions	BMP Siting and Quantification Analysis	Source ID and Sewer System Study	Total
Manhattan Beach	2,023	25.5%	\$70,175	\$59,428	\$47,310	\$176,913
Hermosa Beach	901	11.4%	31,372	17,244	21,150	69,767
Redondo Beach	2,623	33.1%	91,090	39,380	61,411	191,880
Torrance	2,289	28.9%	79,532	13,727	53,618	146,877
El Segundo	21	0.3%	826	142	557	1,525
Caltrans	66	0.8%	2,202	380	1,484	4,066
Total	7,923	100.0%	\$275,197	\$130,301	\$185,530	\$591,028

**Exhibit C**  
**Copy of Signed Signature Pages**

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