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CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
LOS ANGELES REGION

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF MALIBU

AND

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION AND STATE WATER RESOURCES CONTROL BOARD

REGARDING

PHASED IMPLEMENTATION OF BASIN PLAN AMENDMENT PROHIBITING ON-SITE WASTEWATER DISPOSAL SYSTEMS IN THE MALIBU CIVIC CENTER AREA

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MEMORANDUM OF UNDERSTANDING
REGARDING PHASED IMPLEMENTATION OF BASIN PLAN AMENDMENT
PROHIBITING ON-SITE WASTEWATER DISPOSAL SYSTEMS
IN THE MALIBU CIVIC CENTER AREA

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF MALIBU (City) on the one hand and the REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, and the STATE WATER RESOURCES CONTROL BOARD on the other hand (together the Water Boards), collectively referred to herein as the "Parties" or individually as "Party."

WHEREAS, On November 5, 2009, over the City's objections, the Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) adopted Resolution R4-2009-007 approving an amendment to Chapter IV of the Water Quality Control Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan), to prohibit on-site wastewater disposal systems (OWDSs) in the Malibu Civic Center Area, as defined in Resolution R4-2009-007, (Basin Plan Amendment).

WHEREAS, On September 21, 2010, over the City's objections, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2010-0045 approving the Basin Plan Amendment.

WHEREAS, On December 23, 2010, the Office of Administrative Law approved the regulatory provisions of the Basin Plan Amendment, the final step for the amendment to take effect.

WHEREAS, the Basin Plan Amendment prohibits all new OWDSs in the Malibu Civic Center Area and prohibits the discharge from existing OWDSs based on a phased schedule to cease discharges from Phase One systems by November 5, 2015 and Phase Two systems by November 5, 2019. The Basin Plan Amendment does not prevent repairs, maintenance, and upgrades to existing OWDSs, provided that they do not expand the capacity of the systems or increase flows of wastewater.

WHEREAS, in October 2010, the City and the Water Boards entered into a tolling agreement by which they agreed to extend the time within which the City must bring an action against the Water Boards challenging their actions to approve the Basin Plan amendments, which agreement was extended and now due to expire October 2011. The purpose for the tolling agreement was to afford the parties an opportunity to reach agreement on a phased implementation, boundaries and other matters related to the substance of Basin Plan Amendment.

WHEREAS, the Parties have provided interested persons with an opportunity to comment on the MOU and have considered those comments prior to execution by the Parties.

WHEREAS, the parties have reached agreement and wish to memorialize the agreement in this MOU.

NOW, THEREFORE, the Parties do hereby agree as follows:

ARTICLE I – Purpose and Effect of MOU

A. **Purpose of MOU:** The purpose of this MOU is to further the objectives of the Porter-Cologne Water Quality Control Act and to memorialize the Parties' agreement to coordinate in the implementation of a wastewater treatment plan (as detailed below) in the Malibu Civic Center Area, as defined in the Basin Plan Amendment, that employs both a plan and schedule to construct one or more state-of-the-art centralized wastewater treatment facilities in the Malibu Civic Center Area and a comprehensive regulatory program with respect to OWDSs.

B. **Effect of MOU:** The Parties agree to implement the prohibitions established in the Basin Plan Amendment in the manner set forth in this MOU. As long as the City is in compliance with the schedule set forth in this MOU, the Los Angeles Water Board will not amend the Basin Plan Amendment inconsistent with this MOU. The Parties agree to maintain a tolling agreement as long as this MOU remains in effect.

C. **Authority to Enter into MOU:** The City has authority to enter into this MOU, which is within the scope of its police powers. The Water Boards have authority to enter into this MOU pursuant to California Water Code sections 13165 and 13225.

ARTICLE II – Responsibilities of City

The City shall implement a wastewater treatment plan (Plan) in the Malibu Civic Center Area consisting of the following tasks:

A. **Phase One:** By November 5, 2015, for the wastewater discharge of those properties within the boundaries of the yellow area shown on the map of the Malibu Civic Center Area attached hereto as Exhibit A and incorporated herein by this reference (Boundary Map), the City shall design and construct a central Wastewater Treatment Facility. In order to fund the construction of the waste water treatment facility, it is necessary that an assessment district be approved and formed in accordance with all applicable laws, including but not limited to Prop 218, which includes the property owners served by Phase One. Once approved, all property owners within the approved assessment district are required to connect to the Wastewater Treatment Facility. The City's Wastewater Treatment Facility may consider the use of deep well or groundwater injections without reverse osmosis as a method of dispersal of effluent from the proposed Wastewater Treatment Facility. The City must obtain Waste Discharge Requirements (WDRs), for the proposed Wastewater Treatment Facility and all water must be treated to meet or exceed the requirements of applicable laws, regulations, and policy, including the Porter-Cologne Water Quality Control Act, the federal Clean Water Act, the Basin Plan, standards for advanced wastewater treatment set forth in Title 22 California Code of Regulations, Division 4, and total nitrogen of 10 milligrams per liter (mg/l). The City

shall work in coordination with the Los Angeles Water Board and shall comply with the following deadlines to complete Phase One of the Plan.

1. By **September 30, 2011**, submit a schedule and list of public outreach meetings and materials developed to inform the public about the development of a wastewater treatment facility.

2. By **December 31, 2011,** complete and submit to the Los Angeles Water Board a recycle/reuse/storage study which shall identify the potential location and options to maximize the reuse of the Title 22 effluent, including the evaluation of the use of storage infrastructure. The study shall provide recommended water recycling goals and storage volume targets.

3. By **June 30, 2012**, complete and submit to the Los Angeles Water Board a conceptual groundwater injection plan that is based on field testing and modeling.

4. By **March 31, 2013**, complete and submit the certified Environmental Impact Report for the project in compliance with the California Environmental Quality Act (CEQA).

5. By **June 30, 2013**, complete and submit the design for the Wastewater Treatment Facility, which shall include the facility layout, electrical and pumping requirements, sewer line plans and profiles, disposal well design. Also submit to the Los Angeles Water Board a complete report of waste discharge pursuant to the California Water Code.

6. By **September 30, 2013,** complete the formation of an assessment district for all properties within the Malibu Civic Center Area Phase One and provide that information to the Water Board.

7. By **October 1, 2013**, complete a plan to obtain all funding and property necessary to complete the Phase One project.

8. By **October 30, 2013,** complete and release a Bid Package for construction of the Phase One Wastewater Treatment Facility.

9. By **March 31, 2014,** complete contractor selection and initiate construction of the Phase One Wastewater Treatment Facility.

10. By **November 5, 2015,** complete the Phase One project, including successful startup of the Phase One Wastewater Treatment Facility and the connection of all properties within the Phase One boundaries to the Wastewater Treatment Facility. The City is required to operate the Facility in compliance with the WDRs.

B. **Phase Two:** By November 5, 2019, within the coral-colored area shown on the attached Boundary Map, the City shall require all those developed properties to be connected to a central Wastewater Treatment Facility. The Facility shall be the same Facility as described in Phase One or an alternatively located central Wastewater Treatment Facility designed to the same standards as Phase One and subject to waste discharge requirements issued by the Los Angeles Water Board. In order to fund the construction of the wastewater treatment facility improvements and connections thereto, it is necessary that an assessment district be approved and formed in accordance with all applicable laws, including but not limited to Prop 218, which includes the property owners served by Phase Two. Once formed, all property owners within the approved assessment district are required to connect to the Wastewater Treatment Facility.

The City shall comply with following deadlines to complete Phase Two of the Plan:

1. By **June 30, 2015,** inform the Los Angeles Water Board whether the City intends to connect properties within the Phase Two boundaries to the City's Phase One Wastewater Treatment Facility or construct an alternative facility.

2. By **December 31, 2016**, complete and submit to the Los Angeles Water Board a conceptual groundwater injection plan for Phase Two, if applicable, that is based on field testing and modeling.

3. By **March 31, 2017,** complete and certify a subsequent or supplement Environmental Impact Report, if required, pursuant to CEQA.

4. By **June 30, 2017,** complete and submit to the Los Angeles Water Board a Design for Phase Two, including any alternative facility, which shall consist of facility layout, electrical and pumping requirements, sewer line plans and profiles, disposal well design. Also submit to the Los Angeles Water Board a complete report of waste discharge, if necessary, pursuant to the California Water Code.

5. By **September 30, 2017,** complete the formation of an assessment district for all properties within the Malibu Civic Center Area Phase Two and provide that information to the Water Board.

6. By **November 1, 2017,** complete and release a Bid Package for construction of the Phase Two Wastewater Treatment Facility.

7. By **March 31, 2018**, complete contractor selection and initiate construction of the Phase Two facility, if necessary.

8. By **November 5, 2019**, complete Phase Two project, including successful startup of the Phase Two Wastewater Treatment Facility and the connection of all

properties within the Phase Two boundaries to the Wastewater Treatment Facility. The City is required to operate the Facility in compliance with the WDRs.

C. Phase Three:

1. The City will begin Phase Three (fuchsia-colored area on Boundary Map), if necessary, upon completion of Phase One and Two, and upon completion of a water quality sampling program. The water quality sampling program shall be designed and implemented to determine whether the implementation of Phase One and Two have resulted in a meaningful decrease in Bacteria and Nitrogen in Malibu Lagoon (lagoon) as follows:

i. Bacteria reduction: Within 1 year after Phase One is completed, there should be a one log reduction in bacteria measured as Most Probable Number (MPN) on a consistent basis (75% of samples), and within 1 year after Phase Two is completed, there should be a further one log reduction in bacteria (as MPN). Sampling should include a minimum of 6 locations within the lagoon as agreed upon by the City and the Los Angeles Water Board and include 2 dry seasons. Base line sampling data shall be collected for 12 months prior to completion of the treatment system.

ii. Nitrogen reduction: Within 1 year after Phase One is completed, there should be a 50% reduction (in mg/l) in total nitrogen concentration (measured as mg/l) on a consistent basis (75% of samples) and within 1 year after Phase Two is completed, there should be a further 50% reduction in total nitrogen concentration (in mg/l). Sampling should include a minimum of 6 locations within the lagoon as agreed upon by the City and the Los Angeles Water Board and include 2 dry seasons. Base line sampling data shall be collected for 12 months prior to completion of the treatment system.

2. Should the City and the Los Angeles Water Board determine that the implementation of Phase One and Phase Two have resulted in bacteria and nitrogen reduction as set forth in II.C.1 above the City shall proceed with implementation of Phase Three excluding any properties that the Los Angeles Water Board concludes and the City has demonstrated to have no contribution to bacteria or nutrient impacts to the Malibu Creek and Malibu Lagoon. Phase Three shall be completed and all non-excluded properties connected to the Wastewater Treatment Facility by November 5, 2025.

3. Between the date of the signing of this MOU and upon the determination that a Phase Three is or is not necessary, the City may authorize property owners within Phase Three areas to modify existing buildings upon installation of a filtration and disinfection system to their existing OWDSs in accordance with City regulations

and waste discharge requirements only if the City finds that the modification is consistent with the protection of public health and the Basin Plan Amendment and if the property owner is notified of the provisions of the Basin Plan Amendment and the MOU. On March 31 and September 30 of each year, the City shall send written reports of any modifications approved in Phase III to the Los Angeles Water Board.

D. **Certain Properties:** Certain properties within Phase Three, including Hughes Research Laboratory and properties south from the Civic Center on Pacific Coast Highway to the boundary of the Prohibition, may choose to join an assessment district, connect to the Wastewater Treatment Facility, and pay all associated fees. The Los Angeles Water Board may independently require said properties to otherwise implement a disinfection system in accordance with waste discharge requirements or a waiver issued by the Los Angeles Water Board.

E. **Water Sampling:**

1. The City shall conduct water quality monitoring to evaluate the effectiveness of the Wastewater Treatment Facility, as described in paragraph C. above, throughout all project phases and shall be concluded no later than November 2021. The City shall submit to the Los Angeles Water Board a water monitoring and reporting program for Executive Officer approval by November 5, 2013 and update as directed by the Executive Officer.

2. The City shall also conduct water quality monitoring to evaluate water quality in the ocean adjacent to the Malibu Road homes for a period of two years beginning no later than July 1, 2014 or earlier if funding becomes available. Included and a part of the same water monitoring and reporting program identified in E.1., the City shall provide an ocean water monitoring and reporting program that identifies three locations along Malibu Road for water quality testing. Depending on the results of the monitoring, the Los Angeles Water Board may issue upgraded OWDS requirements to the homes. If a sufficient number of homes along Malibu Road elect to connect during Phase I or II, the property owners will be required to join or form an assessment district and pay applicable fees.

3. The City shall provide reasonable access to the Los Angeles Water Board to all City-owned wells for groundwater sampling.

4. Prior to Executive Officer approval of monitoring and reporting programs, the Executive Officer will provide an opportunity for public comment on the draft program.

F. **Quarterly Reports:** The City shall submit, or cause to be submitted, quarterly progress reports to the Los Angeles Water Board on March 31st, June 30th, September 30th, and

December 31st of each year until such time that the Los Angeles Water Board determines that compliance with the prohibitions have been achieved.

ARTICLE III – Responsibilities of the Water Boards

A. **No Amendments:** The Water Boards agree that they will not adopt any amendment to the Basin Plan Amendment, as long as this MOU is in effect, except that the Parties understand that amendments to the Basin Plan Amendment may be necessary to implement Phase Three and will cooperate to achieve the purposes of this MOU.

B. **Failure to Comply/No Third Party Beneficiary:** The Water Boards agree that they will not enforce the prohibitions against the property owners set forth in the Basin Plan Amendment so long as the City is in substantial compliance with the Plan set forth in Article II of this MOU and the property owners are in compliance with the Basin Plan Amendment conditions, applicable City requirements, and waste discharge requirements or a waiver issued by the Los Angeles Water Board. Notwithstanding the foregoing, this MOU does not create any rights in or obligation to any third party and may only be enforced by the Parties to this MOU.

C. **WDR processing:** The Los Angeles Water Board agrees to process and issue waste discharge requirements in a timely manner so not to delay the City's ability to meet the deadlines set forth in this MOU and the deadlines set forth in this MOU shall be extended by the amount of time beyond six months that the City's request for waste discharge requirements is pending before the Water Boards. The Los Angeles Water Board's decision to issue waste discharge requirements will be based on the administrative record after a public hearing and nothing in this MOU prejudges its decision.

D. **Funding Assistance:** The Los Angeles Water Board agrees to assist the City in obtaining funding for the Facility and any associated water quality monitoring.

E. **Studies:** The City will continue to supply the Los Angeles Water Board with any ongoing or new water quality studies and monitoring reports that are completed within or near the Prohibition Area. The Los Angeles Water Board will consider all relevant available information in determining whether to remove any properties within Phase Three from the prohibition boundaries; specifically and without limitation, the Parties agree to evaluate whether new reports provide sufficient scientific evidence that inclusion of certain areas within Phase Three is no longer justified within the Prohibition boundary. The Los Angeles Water Board and the City intend to work cooperatively on any necessary amendment to the Basin Plan Amendment.

ARTICLE IV – Tolling

A. **Tolling Extended:** The Parties agree that the period during which the City must bring an action against the Water Boards challenging any aspect of the Water Board actions,

including but not limited to the procedures the Water Boards followed and its environmental review under the CEQA, is hereby tolled and extended as of the effective date of this MOU for as long as this MOU is in effect, unless the tolling agreement is terminated earlier or extended by the Parties (the "Tolling Period"). The tolling agreement becomes effective on the date this MOU is signed by the City.

B. **No Time-Bar Defenses:** The Parties further agree that there shall be a suspension of any and all applicable statutory limitations and non-statutory periods, including, without limitation, the equitable doctrine of laches, which may otherwise apply to the City's claims, during the Tolling Period.

C. **No Revival of Stale Claims:** Nothing in this Agreement shall revive any claim, which, as of the commencement of the Tolling Period, would have been barred by any applicable statute of limitations.

D. **No Admission:** The entry into this Agreement by the Parties shall not be construed to represent any admission by any Party with respect to the subject or sufficiency of any Party's claims or any defenses thereto.

E. **Lawsuits:** The City agrees that while this MOU is in effect it will not file any litigation regarding the Basin Plan Amendment against the Water Boards, nor will it join in or support any third party lawsuits against the Water Boards that may arise from the implementation of this MOU or the adoption of the Basin Plan Amendment.

ARTICLE V – Term of MOU

A. **Term of MOU:** The term of this MOU shall begin upon its approval by the Parties and shall terminate on completion of Phase Three, unless terminated earlier pursuant to this Article. During the term of this MOU, the Parties agree to negotiate, in good faith, modifications to the MOU that may be reasonably necessary to assure implementation of the Plan, including, but not limited to, the following changed circumstances:

1. There is a material change in the regulatory framework for wastewater management or water quality standards relevant to the implementation of the Plan in the Malibu Civic Center Area or the Basin Plan Amendment that would require additional time to implement; or

2. There is a material change in the cost or other impediment that warrants the Parties attention in order to assure successful implementation of the Plan in the Malibu Civic Center Area that would require additional time to implement.

B. **Termination:** This MOU may be terminated by the City, the State Water Board, or the Los Angeles Water Board by giving 45 days prior written notice in accordance with the notice provisions in Article VI(A) hereof. Said termination shall be effective only upon a

duly noticed public meeting conducted by the City, the State Water Board, or the Los Angeles Water Board.

ARTICLE VI – General Provisions

A. **Notices:** Any notices or other communication required or permitted by this MOU shall be in writing and shall be delivered to the Representatives of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

To the State Water Board:

Tom Howard
Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100
Email: toward@waterboards.ca.gov

and

Michael A.M. Lauffer
Chief Counsel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100
Fax: (916)341-5199
Email: mlauffer@waterboards.ca.gov

To the Los Angeles Water Board:

Samuel Unger
Executive Officer
Los Angeles Regional Water Quality Control Board
320 W. Fourth Street, Suite 200
Los Angeles, CA 90013
Phone: (213) 576-6605
Fax: (213) 576-6640
Email: sunger@waterboards.ca.gov

and

Eric Wu
Chief of Groundwater Permitting Unit

Los Angeles Regional Water Quality Control Board
320 W. Fourth Street, Suite 200
Los Angeles, CA 90013
Phone: (213) 576-6683
Fax: (213) 576-5777
Email: ewu@waterboards.ca.gov

and

Frances McChesney
Staff Counsel IV
State Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814
Phone: (916) 341-5174
Fax: (916) 341-5199
Email: fmcchesney@waterboards.ca.gov

To the City:

Jim Thorsen
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Phone: (310) 456-2489 ext. 226
Fax:
Email: jthorsen@ci.malibu.ca.us

and

Jennifer Voccola
Environmental Programs Coordinator
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Phone:
Fax: (310) 456-3356
Email: jvoccola@ci.malibu.ca.us

and

Christi Hogin
Jenkins & Hogin, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266

Phone: (310) 643-8448
Fax: (310) 643-8441
Email: chogin@localgovlaw.com

B. **Relationship of the Parties:** The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOU.

C. **Cooperation, Further Acts:** Parties shall cooperate fully with one another to attain the purposes of this MOU. The City will report quarterly to the Los Angeles Water Board on the status of progress in implementing this MOU.

D. **Amendments:** All amendments must be in writing, approved and executed by all Parties. The Parties shall meet and confer prior to the conclusion of Phase One, or other times as appropriate, to evaluate the need for revisions to the schedule for Phase Two.

E. **Reservation of Rights:** Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU is intended to limit the legal authority or responsibilities of the Parties, except as agreed to herein. The Los Angeles Water Board intends to terminate the MOU if the City is not in substantial compliance with the Plan set forth herein; in which case, the Water Boards may enforce the Basin Plan Amendment as written against the City and other entities as authorized by the Porter-Cologne Water Quality Control Act or other applicable law.

F. **Third Parties:** Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this agreement or effect the legal liability of the parties to this MOU.

G. **Enforcement:** The Parties agree to cooperate in implementation of the Basin Plan Amendment as set forth in this MOU. The Los Angeles Water Board and the State Water Board have jurisdiction to enforce the Basin Plan Amendment. The City agrees to coordinate in any enforcement action by supplying the Water Boards with property and owner information. The City agrees to require connection to the Wastewater Treatment Facility for every parcel within an approved assessment district. Should any property owner within an assessment district refuse to connect, the Parties agree to coordinate in all necessary action as described above to gain compliance. The City and the Water Boards shall use their respective enforcement authorities to attain compliance with the Basin Plan Amendment.

If an assessment district is not approved by dischargers, the Los Angeles Water Board may enforce all State policies, plans, or regulations to gain compliance, including the requirement to upgrade each OWDS to advance treatment, or other appropriate means by November 5, 2019. Advanced treatment for OWDS is defined as disinfection treatment to a level that meets applicable water quality standards for Fecal Indicator Bacteria and/or denitrification not to exceed a total nitrogen concentration of 10 mg/l for those properties impacting an impaired water body with a nutrient TMDL. All property owners that are required to upgrade their system will need to obtain City of Malibu building permits and obtain an operating permit in accordance with City ordinances. The City's operating permit program requires that advanced residential OWDS must be inspected every three years by a certified OWDS inspector. The Los Angeles Water Board will also require effluent monitoring for these systems that shall be submitted and reviewed by the Los Angeles Water Board on a quarterly basis for Total Suspended Solids, Total Nitrogen, Total Phosphorus, and Fecal Indicator Bacteria as appropriate.

H. **Dispute Resolution:** The Parties agree to attempt to informally resolve any disputes that arise with respect to this MOU prior to terminating the MOU by notifying the other party if a dispute arises and identifying the issues in dispute. Each party reserves its rights if informal dispute is not effective.

I. **Governing Law:** This MOU is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

J. **Authorized signatures:** The Parties hereby represent and warrant that their respective signatory of this MOU is duly authorized to execute and bind the agency for which he signs.

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

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

FOR THE STATE WATER RESOURCES CONTROL BOARD:

Dated: Aug. 19, 2011

Tom Howard
Executive Director
State Water Resources Control Board

Tom Howard

Tom Howard

APPROVED AS TO FORM:

Michael A. M. Lauffer
Chief Counsel
State Water Resources Control Board

Michael A. M. Lauffer

FOR THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD:

Dated: Aug. 11, 2011

Samuel Unger
Executive Officer
Los Angeles Regional Water Quality Control Board

Samuel Unger

Samuel Unger

APPROVED AS TO FORM:

Frances L. McChesney
Staff Counsel IV
State Water Resources Control Board

Frances L. McChesney

FOR THE CITY OF MALIBU:

Dated: August 3, 2011

Jim Thorsen
City Manager
City of Malibu

Jim Thorsen

ATTEST:

Lisa Pope
City Clerk
City of Malibu

Lisa Pope

APPROVED AS TO FORM:

Christi Hogin
City Attorney
City of Malibu

Christi Hogin

EXHIBIT A: Boundary Map