APPENDIX A

MEMORANDUM OF UNDERSTANDING CONCERNING POTENTIAL SOURCES OF GROUNDWATER CONTAMINATION IN THE CENTRAL and WEST COAST GROUNDWATER BASINS, LOS ANGELES COUNTY, CALIFORNIA

This Memorandum of Understanding ("MOU") is made and entered into this first day of December, 2004 by and between the Water Replenishment District of Southern California ("WRD"), the United States Environmental Protection Agency (USEPA), the United States Geological Survey ("USGS"), the Regional Water Quality Control Board, Los Angeles Region ("RWQCB"), the California Department of Toxic Substances Control ("DTSC"), and the City of Santa Fe Springs (collectively, the "Parties"). The Central and West Coast groundwater basins are located within the Coastal Plain of Los Angeles County and provides over a third of the water supply (approximately 250,000 acre-feet per year) to the overlying 4 million people in 43 cities (see Figure 1). Protection and enhancement of this valuable water resource is a critical mission of several Federal, State, and Local agencies.

The purpose of this MOU is to provide a framework for the Parties to share data in order to perform an evaluation of known and/or potential sources of contamination within the Central and West Coast groundwater basins and to coordinate the Parties activities in evaluating known and/or potential sources of contamination on a region-wide basis.

I. RECITALS

A. WRD is organized and operating pursuant to California Water Code Section 60000 et seq. WRD is authorized by that statute to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast Groundwater Basins ("Basins"), and is further authorized to take any action to prevent contaminants from entering the Basins, remove contaminants from the Basins, determine the nature of groundwater contamination in the Basins, and determine persons responsible for groundwater contamination in the Basins.

B. RWQCB is organized and operating pursuant to California Water Code Section 13000 et seq. RWQCB is charged with the responsibility to protect surface and groundwater quality within the geographic area of its jurisdiction, which includes the Coastal watersheds of Los Angeles and Ventura Counties.

C. DTSC is organized and operating pursuant to California Health & Safety Code, Division 20, Chapters 6.5 (commencing with section 25100) and 6.8 (commencing with section 25300). Health & Safety Code section 25259.7 authorizes DTSC to carry out all hazardous waste management

responsibilities imposed or authorized by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. section 6901 et seq.) (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. section 9601 et seq.) (CERCLA) and any regulations promulgated pursuant to these federal acts. Under the Hazardous Substance Account Act, Health & Safety Code sections 25300-25395.45, DTSC implements a program to provide for responses to releases of hazardous substances, including preparation and approval of Remedial Action Plans (RAPs) for Site cleanup activities. DTSC is authorized to enter into enforceable agreements with or to issue orders to potentially responsible parties for Site cleanup.

D. USEPA is operating pursuant to the Comprehensive Environmental Responsibility Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601, et seq. Under this statute, the President of the United States has the authority to respond to releases of hazardous substances, pollutants or contaminants when response is necessary to protect public health or welfare or the environment. By Executive Order 12580, as amended by Executive Order 13016, the President has delegated to EPA CERCLA authority to investigate and respond to such releases of hazardous substances, pollutants, or contaminants under specified circumstances. See, Executive Order. No. 12580, 52 F.R. 2923 (1987) (as amended by Executive Order No. 13016, 61 F.R. 45871 (1996)).

E. USGS is organized and operating pursuant to 31 USC 153.

F. The City of Santa Fe Springs is a general law city with a City Manager/City Council form of government that incorporated in 1957.

G. Contamination from chemicals such as volatile organic compounds, heavy metals, semi-volatile organic compounds, and others have been identified in portions of the shallow aquifers in the Basins. Such contamination may pose a threat to the deeper drinking water aquifers, and may adversely impact future withdrawal and/or spreading and storing of water in the deeper aquifers in those parts of the Basins.

H. The Parties seek to work cooperatively together to the extent possible through communication and coordination of activities to properly address that contamination on a more regional basis.

Now, THEREFORE, it is mutually agreed by and between the Parties as follows:

II. AGREEMENT

A. The Parties agree to work together on mutually selected sites and/or areas to evaluate groundwater contamination or threat of contamination on a region-wide basis. This may include, to the extent authorized by law:

1. To the extent that the release of information does not conflict with existing laws and internal policies, the Parties shall collect and exchange reports, information and data that is relevant to the contamination described herein and its potential impact on the deeper aquifers in the Central and West Coast Basins. WRD will act as the central repository for the information gathered for the selected sites / areas of investigation and will maintain a copy of all the documents containing that information and data at its offices. Each Party will have ready access to that information by requesting a copy from WRD.

2. Depending on the particular agency's abilities and responsibilities, the Parties shall work cooperatively with each other in analyzing the above-referenced information and formulating the steps necessary to investigate and mitigate any potential harm to the Basins posed by the contamination. The roles of the various Parties may vary depending on the resources available to each party. This MOU does not imply any commitment on the part of any of the Parties to undertake any cleanup of contamination in the Central or West Coast Basin.

B. This MOU is voluntary. Any Party may withdraw from the MOU by giving 30 days written notice to all the other Parties. This MOU will be reviewed and evaluated on an annual basis. This MOU may be modified only in writing signed by all the parties hereto.

C. All notices required by this MOU will be in writing and will be sent by first-class mail and facsimile transmission as follows:

If to WRD:

Ted Johnson
Water Replenishment District of
Southern California
12621 E. 166th Street
Cerritos, CA 90703
Work: (562) 407-1919
Fax: (562) 407-1919
Email: tjohnson@wrd.org

If to DTSC

Ryan Kinsella
Department of Toxic Substances Control
1011 N. Grandview Ave.
Glendale, California 91201
Work: (818) 551-2961
Fax: (818) 551-2832
Email: Rkinsell@dtsc.ca.gov

If to RWQCB

Jonathan Bishop
Los Angeles Regional Water Quality Control Board
320 West 4th. Street, Suite 200
Los Angeles, CA 90013
Work: (213) 576-6605
Fax: (213) 576-6625
Email: jbishop@waterboards.ca.gov

If to USEPA

Chris Lichens
United States Environmental Protection Agency
75 Hawthorne St., 9th Floor
Mail Code SFD-7-4
San Francisco, CA 94105
Work: (415) 972-3149
Fax: (415) 972-3149
Email: lichenschristopher@epa.gov

If to USGS

Eric Reichard
United States Geological Survey
5735 Kearny Villa Rd, Suite O
San Diego, CA 92123
Work: (858) 637-6834
Fax: (858) 637-9201
Email: egreich@usgs.gov

If to Santa Fe Springs

~~Ron Hughes~~ TED GRAGEFF
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Work: (562) 868-0511
Fax: (562) 462-1231
Email: ~~ronhughes~~@santafesprings.org
TEDGRAGEFF

D. All commitments made by the Parties to this MOU are subject to the availability of appropriated or otherwise authorized funding.

E. Each person signing this MOU represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT

Willard H. Murray, Jr., Board President

Rob Katherman, Board Secretary

DATE: 2-16-05

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Sayareh Amir, Chief
Southern California Cleanup Operations Branch - Glendale Office

DATE:_____

UNITED STATES GEOLOGICAL SURVEY

Michael V. Shulters

DATE:_____

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WATER REPLENISHMENT DISTRICT

_____
Willard H. Murray, Jr., Board President

_____
Albert Robles, Board Secretary

DATE:_____

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Sayareh Amir

Sayareh Amir, Chief
Southern California Cleanup Operations Branch - Glendale Office

DATE: 12/27/04

UNITED STATES GEOLOGICAL SURVEY

Michael V. Shulters

Michael V. Shulters

DATE: 3/3/05

REGIONAL WATER QUALITY CONTROL BOARD - LOS ANGELES REGION

Jonathan Bishop, Executive Officer

DATE: 1/28/05

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Elizabeth J. Adams, Chief
Superfund Site Cleanup Branch

DATE: 12/21/2004
EA

CITY OF SANTA FE SPRINGS

Donald K. Jensen
Director of Public Works

DATE: 3/16/05

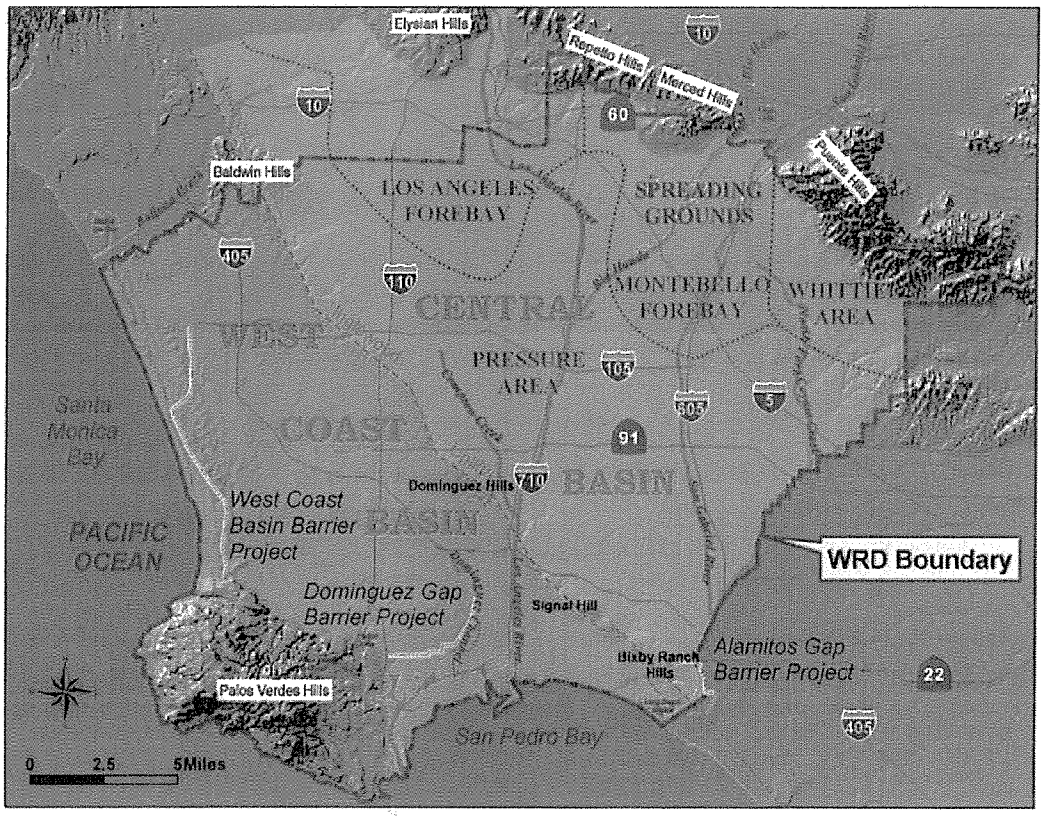

Figure 1 - Study Area for MOU. Central and West Coast Basins