

REPORT TO CITY COUNCIL

DATE: FEBRUARY 27, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: REQUEST TO APPROVE AN AGREEMENT AND SECOND AMENDMENT FOR PROFESSIONAL SERVICES RELATED TO THE MALIBU CREEK BACTERIA TMDL COMPLIANCE MONITORING PROGRAM

On September 11, 2006, the Regional Water Quality Control Board approved the Malibu Creek Bacteria TMDL Compliance Monitoring Plan (CMP). The preparation of the plan was a collaborative effort amongst the watershed agencies (Cities of Agoura Hills, Calabasas, Westlake Village, Hidden Hills, Malibu, and Thousand Oaks; Counties of Los Angeles and Ventura, and Caltrans), and was a requirement of the Malibu Creek and Lagoon Bacteria Total Maximum Daily Load (TMDL), which became effective January 24, 2006. At the request of the Regional Board staff, monitoring began March 11, 2008.

As part of the new, recently approved, National Pollutant Discharge Elimination System (NPDES) Permit, a new compliance monitoring plan for the Malibu Creek Watershed (MCW) will be required. Because the new CMP will be more complex and take over a year to develop, the current program must remain in place until the new one is implemented. In light of this, the MCW agencies are recommending a two-year agreement with Clean Lakes Inc., to continue providing professional water quality monitoring services.

At the City Council meeting on February 13, 2008, Clean Lakes, Inc., was awarded an agreement to provide professional water quality monitoring services for the CMP. Some of the services being provided include weekly water sampling at the eleven sites, maintaining the data base, and preparing weekly and monthly reports as required in the CMP. Staff is satisfied with the work product from Clean Lakes, Inc., and will continue to meet the requirements of the CMP.

The agreement's scope of work will remain the same as previously approved, and the current costs will remain for the duration of the agreement. The current breakdown of the proposed total annual costs for the contract are as follows:

	Collection Fee	Lab Fees	Total
Annual Costs	\$62,059.00	\$48,984.00	\$111,043.00

Since the compliance monitoring plan is inclusive of many agencies, an agreement was executed to provide fair share of the contract based on land area, plus a 15% management fee which is covered collectively by all of the watershed agencies to the lead city providing management of the compliance monitoring program. The City's fair share is 15.3% due to the City of Thousand Oaks and County of Ventura participating in separate compliance monitoring programs.

The City Council authorized staff to take the lead on administering the CMP utilizing a combination of City staff and consultants. As a result of discussions with other agencies, it has been requested the City of Agoura Hills remain the lead agency for the next two years. Staff supports this request since the management fee collected from the agencies reduces the net fiscal impact to the City. In concert with staff providing management of the monitoring program, the City entered into an agreement with the participating agencies on February 13, 2008. The current agreement is set to expire on March 10, 2013, unless extended for two years with the approval by all participating agencies. This report requests the City Council's authorization to (1) approve the agreement with Clean Lakes, Inc.; (2) allow staff to continue overseeing the compliance monitoring program; and (3) approve the second amendment to the agreement with the participating agencies for an additional two years.

The proposed agreement and amendment have been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve an agreement with Clean Lakes, Inc., for professional services related to the Malibu Creek Bacteria TMDL Compliance Monitoring Program, through February 28, 2015.
2. Authorize staff to take the lead on compliance monitoring efforts for the Malibu Creek Bacteria TMDL Compliance Monitoring Program for an additional two years.
3. Authorize the Mayor to sign the second amendment to agreement with the participating agencies on behalf of the City Council.

Attachment: Agreement with Clean Lakes, Inc.
Second Amendment to Agreement- Malibu Creek Bacteria TMDL

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Clean Lakes, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Thomas Moorhouse

CONSULTANT'S ADDRESS: 31320 Via Colinas, Unit 114
Westlake Village, CA 91362

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: February 28, 2013

TERMINATION DATE: February 28, 2015

CONSIDERATION: Contract Price
Not to Exceed: \$111,043.00/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND CLEAN LAKES, INC.**

THIS AGREEMENT is made and effective as of February 28, 2013, between the City of Agoura Hills, a municipal corporation ("City") and Clean Lakes, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on February 28, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$111,043.00 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it

shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

9. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form

with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Clean Lakes, Inc.
31320 Via Colinas, Unit 114
Westlake Village, CA 91362
Attention: Thomas Moorhouse

14. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST. No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Clean Lakes, Inc.
31320 Via Colinas, Unit 114
Westlake Village, CA 91362
Attention: Thomas Moorhouse
818-889-8691
818-889-8693 Fax

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

The Consultant's services shall include, but not limited to, the following:

Task 1 Evaluation of Total Maximum Daily Load (TMDL) Monitoring Requirements

1.1 Conduct Site Assessment

Consultant shall conduct a site assessment of each of the 11 monitoring locations in Los Angeles County to determine site-specific requirements. Each site shall be sampled weekly pursuant to the TMDL Monitoring Plan for Dry- and Wet-Weather Sampling.

1.2 Site Access Permits

The Consultant shall prepare and submit the required permit applications and obtain permits from the appropriate agencies to gain access to the monitoring locations. All associated fees will be the responsibility of the contractor.

Task 2 MCW TMDL Monitoring Plan

2.1 Quality Assurance/Quality Control (QA/QC) Procedures

In accordance with the TMDL Monitoring Plan, the Consultant shall develop a detailed laboratory protocol and QA/QC procedures and submit to the Director of Public Works for approval. The QA/QC procedures shall be in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater.

Task 3 MCW TMDL Monitoring

3.1 Weekly Water Quality Sampling

Consultant shall conduct weekly sampling from the 11 monitoring locations in accordance with the TMDL Monitoring Plan. Sampling shall be conducted in accordance with Section 4.1 Sample Procedure in the TMDL Monitoring Plan.

3.2 Daily As-Needed Water Quality Sampling

If a single weekly sample shows a water quality sample to be out of compliance with the Bacteria TMDL for Malibu Creek, the Consultant shall notify the Agency. Upon approval by the Agency, the Consultant may be requested to conduct daily sampling at a downstream location. The Consultant shall promptly notify the Agency, as soon as, a single daily sample exceeds this criterion, however, the amount of single daily samples shall not exceed five (5) consecutive days per exceedance.

3.3 Analytical Methodology

Marine/brackish samples collected from the Lagoon will be tested for the presence of total coliform, E. coli or fecal coliform, and enterococcus bacteria. Freshwater samples will be tested for the presence of E. coli and fecal coliform.

Task 4 Data Management and Monitoring Reports

4.1 Data Management

Data collected accordance with Section 4.0 Methodology, including both quantitative and qualitative results will be stored in a database designed in accordance with the State's Surface Water Ambient Monitoring Program data reporting protocols. Data reports will summarize sampling results as well as, contain a running tally of the number of exceedances.

4.2 Weekly Monitoring Reports

On a weekly basis, the Consultant shall submit to the Director of Public Works electronic data reports, summarizing sampling results from the number of exceedances.

4.3 Monthly Monitoring Reports

The Consultant shall submit a Monthly TMDL Monitoring Report to the Director of Public Works within three (3) weeks of data collected during the previous month.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

- Weekly Sample Collection and Data Management and Report- \$1,193.44
- One Brackish Sample Point (Total Coliform, Fecal Coliform, Enterococcus)- \$157.00
- Bacteria Sampling and Reporting for 11 sites (Fecal Coliform and E. Coli)- \$78.50 each.

07-LA-1, PM 46.8/47.2
07-LA-23, PM 6.9/8.9
07-LA-101, PM 29.3/38.19
07-VEN-23, PM 0.0/3.29
07-VEN-101, PM 0.0/1.1

**MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION
CALTRANS AGREEMENT NO. 07-4944
E-FIS 000000818 EA 910204**

**SECOND AMENDMENT TO THE MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION AGREEMENT**

This AMENDMENT made and entered into as of the last date of the last signature set forth below and by and between the CITY OF MALIBU, a municipal corporation ("MALIBU"); the CITY OF CALABASAS, a municipal corporation ("CALABASAS"); the CITY OF WESTLAKE VILLAGE, a municipal corporation ("WESTLAKE VILLAGE"); the CITY OF HIDDEN HILLS, a municipal corporation ("HIDDEN HILLS"); the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("LA COUNTY") (all of the aforementioned are hereinafter collectively referred to as "PARTICIPATING AGENCIES"); the CITY of AGOURA HILLS ("AGOURA HILLS"); and the STATE OF CALIFORNIA, through its Department of Transportation ("CALTRANS"). Collectively, these entities shall be known herein as "PARTIES," or each individually as "PARTY."

WITNESSETH

WHEREAS, on July 31, 2008, the PARTIES entered into an agreement to cooperatively establish a monitoring program that is consistent with the approved MONITORING PLAN and consistent with the provisions of the BACTERIA TMDL, and said agreement expired on March 10, 2011; and

WHEREAS, on May 20, 2011, the PARTICIPATING AGENCIES and AGOURA HILLS entered into that certain agreement entitled "Malibu Creek Bacteria MALIBU CREEK BACTERIA TOTAL MAXIMUM DAILY LOAD "TMDL" Coordinated Monitoring Plan Implementation, AGREEMENT No. 07-4824B" ("AGREEMENT"), attached hereto as Attachment A; and

WHEREAS, on MONTH DAY, 2012 the PARTICIPATING AGENCIES and AGOURA HILLS agreed to the first AMENDMENT No. 07-4944 ("AMENDMENT", attached hereto as Attachment A, the AGREEMENT to include CALTRANS as a PARTICIPATING AGENCY and a PARTY for the Malibu Creek Bacteria TMDL Monitoring Plan Implementation (MONITORING PLAN), including its contribution of funding toward the MONITORING PLAN; and

CALTRANS AGREEMENT NO. 07-XXXX

WHEREAS, the AGREEMENT is set to expire on March 10, 2013 and the PARTICIPATING AGENCIES and AGOURA HILLS desire to amend and extend the AGREEMENT by two years; and

WHEREAS, PARTIES have agreed to provide funding, subject to annual budget approval, to AGOURA HILLS for the MONITORING PLAN in accordance with each PARTY'S cost allocations set forth in Attachment B, which is attached hereto and made a part hereof.

NOW, THEREFORE, the PARTICIPATING AGENCIES and AGOURA HILLS, do hereby agree to the following:

That, except as to the changes specifically noted in this section, all provisions and obligations of the AGREEMENT and AMENDMENT previously executed by the PARTICIPATING AGENCIES and AGOURA HILLS will remain in full force and effect as to all PARTIES, and that all PARTIES agree to and is bound by all of the provisions set forth in the AGREEMENT and AMENDMENT for an additional two year period.

The PARTIES agree that the following provisions of the AGREEMENT shall be amended as follows:

(1) "Section 2 – AGOURA HILLS AGREES" is amended to revise the following subsection:

g. CALTRANS' funding encumbered under this AMENDMENT is evidenced by the signature of its District Budget Manager, certifying as to funds in the maximum sum of Two Thousand Five Hundred Seventy-Eight and 88/100 Dollars (\$2,578.88) as indicated in Attachment B having been allocated and represents CALTRANS' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this AMENDMENT.

(2) "Section 3 – PARTICIPATING AGENCIES AND AGOURA HILLS, AND EACH OF THEM AGREE," is amended to revise the following subsection:

f. This Agreement shall be effective on the date of the last party's signature and shall terminate on **March 10, 2015**, except as provided herein and in paragraph g, of Section 3 of this Agreement. Further, this Agreement may be extended in two (2) year increments with the written approval of all the representatives of all PARTIES in the form of an amendment to the AGREEMENT pursuant to Section 3(m).

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IN WITNESS WHEREOF, the PARTIES hereto have caused the AMENDMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

CALTRANS AGREEMENT NO. 07-XXXX

Dated: _____

COUNTY OF LOS ANGELES

By _____

GAIL FARBER
Director of Public Works

ATTEST:

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

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CALTRANS AGREEMENT NO. 07-XXXX

Dated: _____

CITY OF MALIBU

By _____
Jim Thorsen, City Manager

ATTEST:

By _____
Lisa Pope, City Clerk
(seal)

APPROVED AS TO FORM:

By _____
Christi Hogin, City Attorney

CALTRANS AGREEMENT NO. 07-XXXX

Dated: _____

CITY OF WESTLAKE VILLAGE,
a municipal corporation

By _____
Ned Davis, Mayor

ATTEST:

Beth Schott, City Clerk

APPROVED AS TO FORM:

Terence Boga, City Attorney

CALTRANS AGREEMENT NO. 07-XXXX

Dated: _____

CITY OF AGOURA HILLS

By _____
Denis Weber, Mayor

ATTEST:

Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

Dated: _____

CITY OF CALABASAS

By _____
James Bozajian, Mayor

ATTEST:

Robin Parker, City Clerk

APPROVED AS TO FORM:

By _____
Michael G. Colantuono
City Attorney

CALTRANS AGREEMENT NO. 07-XXXX

Dated: _____

CITY OF HIDDEN HILLS

By _____
Stuart E. Siegel, Mayor

ATTEST:

Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**Malcolm Dougherty
Acting Director**

By _____
**Michael Miles
District Director**

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
**Paul Kwong
District Budget Manager**

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

ATTACHMENT A
AGREEMENT NO. 07-4824B

ATTACHMENT A

**07-LA-1, PM 46.8/47.2
07-LA-23, PM 6.9/8.9
07-LA-101, PM 29.3/38.19
07-VEN-23, PM 0.0/3.29
07-VEN-101, PM 0.0/1.1**

**MALIBU CREEK BACTERIA TMDL
COORDINATED MONITORING PLAN IMPLEMENTATION
AGREEMENT NO. 07-4824B**

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF MALIBU, a municipal corporation ("MALIBU"), the CITY OF CALABASAS, a municipal corporation ("CALABASAS"), the CITY OF WESTLAKE VILLAGE, a municipal corporation ("WESTLAKE VILLAGE"), the CITY OF HIDDEN HILLS, a municipal corporation ("HIDDEN HILLS"), the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("LA COUNTY"), (all of the aforementioned are hereinafter collectively referred to as "PARTICIPATING AGENCIES"), and the CITY OF AGOURA HILLS, a municipal corporation ("AGOURA HILLS"). Collectively, these entities shall be known herein as "PARTIES", or each individually as "PARTY".

WITNESSETH

WHEREAS, on March 21, 2003, the United States Environmental Protection Agency (USEPA) established a Total Maximum Daily Load (TMDL) for bacteria in the Malibu Creek Watershed; and

WHEREAS, on December 13, 2004, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Resolution No. 2004-019R to incorporate a TMDL for bacteria in the Malibu Creek Watershed (herein after referred to as "BACTERIA TMDL") into the Water Quality Control Plan - Los Angeles Region; and

WHEREAS, the BACTERIA TMDL was subsequently approved by the State Water Resources Control Board, the State Office of Administrative Law, and the USEPA and became effective on January 24, 2006; and

WHEREAS, the BACTERIA TMDL, is not self-enforcing and has not been incorporated into the NPDES Permit, in a manner required for this TMDL to be legally enforceable; and

WHEREAS, the BACTERIA TMDL identifies the counties of Los Angeles and Ventura; the cities of Malibu, Calabasas, Agoura Hills, Hidden Hills, Westlake Village, Simi Valley and Thousand Oaks; and the State of California through its Department of

ATTACHMENT A

Transportation (CALTRANS) and Parks and Recreation (collectively herein referred to as Agencies, or individually as Agency); and

WHEREAS, the BACTERIA TMDL required the Agencies to provide to the RWQCB a coordinated monitoring plan, outlining a water quality monitoring strategy to better characterize the existing water quality and to ultimately serve as the compliance monitoring plan for the Malibu Creek and Lagoon Bacteria TMDL; and

WHEREAS, on September 11, 2007, the RWQCB approved the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (herein-after referred to as MONITORING PLAN) submitted by the PARTIES; and

WHEREAS, on July 31, 2008, the PARTIES and CALTRANS entered into an agreement to cooperatively establish a monitoring program that is consistent with the approved MONITORING PLAN and consistent with the provisions of the BACTERIA TMDL, and said agreement expired on March 10, 2011; and

WHEREAS, CALTRANS, due to current budget restrictions is unable to participate in this Agreement however, if funds are appropriated, may participate by amendment to this Agreement; and

WHEREAS, the PARTICIPATING AGENCIES desire to have AGOURA HILLS contract for the services of a consultant to continue to implement the MONITORING PLAN, administer the consultant services contract, provide project management services, and submit the results of the MONITORING PLAN to the RWQCB; and

WHEREAS, AGOURA HILLS is willing to perform the desired services described in the MONITORING PLAN and as described above; and

WHEREAS, the PARTICIPATING AGENCIES and AGOURA HILLS desire to share, based on respective jurisdictional land area, subject to each PARTY's annual budget approval, the estimated monetary cost of implementing the MONITORING PLAN as described by the cost-sharing formula and estimated management costs set forth in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTICIPATING AGENCIES and AGOURA HILLS and of the promises herein contained, it is hereby agreed as follows:

(1) PARTICIPATING AGENCIES, AND EACH OF THEM, AGREE:

- a. To provide reasonable assistance to AGOURA HILLS in the preparation of any necessary information and documents related to implementation of the MONITORING PLAN.

ATTACHMENT A

- b. To designate a representative to ensure that each of the PARTICIPATING AGENCIES maintains a commitment to the implementation of the MONITORING PLAN. The representative shall also be responsible for providing information requested by the consultant or AGOURA HILLS and ensuring that tasks assigned to the PARTICIPATING AGENCY are completed on schedule.
- c. The RWQCB approved the MONITORING PLAN on September 11, 2007, and further required the implementation of and continued participation in the coordinated monitoring program beginning March 11, 2008, and continue. *In light of* the expiration of the original Agreement on March 10, 2011, the PARTICIPATING AGENCIES have agreed that the City of Agoura Hills will continue the monitoring to avoid a lapse in monitoring and ensure compliance with the BACTERIA TMDL. The PARTICIPATING AGENCIES agree to deposit funds, subject to annual budget authority, with AGOURA HILLS, within forty-five (45) calendar days of receipt of an annual invoice, for the provision of monitoring services to continue the MONITORING PLAN in accordance with the COST-SHARING PERCENTAGES set forth in EXHIBIT A. However, any proposed increase in any PARTY'S share of costs in excess of the amounts estimated in Exhibit A will require amendment to this Agreement in the form of an Amendment pursuant to Section 3(m) herein.
- d. To review and approve any documents related to the MONITORING PLAN requested by AGOURA HILLS in a timely manner to meet established deadlines.
- e. That AGOURA HILLS shall act on behalf of PARTICIPATING AGENCIES in all matters pertaining to the consultant and in the administration of the consultant services contract for the MONITORING PLAN, and that AGOURA HILLS shall be solely responsible for coordinating the activities of the consultant and ensuring that all issues and concerns of the PARTICIPATING AGENCIES are adequately addressed.
- f. Not to hold AGOURA HILLS accountable for other than its pro rata share of the expense of changes or additions to the MONITORING PLAN, as provided in Exhibit A.

(2) AGOURA HILLS AGREES:

- a. To award a contract for consultant services to implement the MONITORING PLAN, to execute and administer the contract, and to act on behalf of PARTICIPATING AGENCIES in all matters pertaining thereto.
- b. To fund AGOURA HILLS's share of the cost of the implementation of the MONITORING PLAN in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.

ATTACHMENT A

- c. To furnish PARTICIPATING AGENCIES a final accounting of the cost of the implementation of the MONITORING PLAN for each quarter that the plan is in effect, within one hundred twenty (120) calendar days after the completion of the activities set forth for that quarter or other later date as may be determined by AGOURA HILLS and approved by the designated representatives of PARTICIPATING AGENCIES.
 - d. As set forth in Exhibit A, if it is determined that the cost of implementing the MONITORING PLAN for each year will be more than that year's amount, AGOURA HILLS must notify the PARTICIPATING AGENCIES of the amount needed of their respective pro rata shares within a reasonable time after the cost of implementing is determined. If the final annual cost of implementing the MONITORING PLAN is less than the amount deposited by the PARTICIPATING AGENCIES, AGOURA HILLS will refund to PARTICIPATING AGENCIES the amount of their respective pro rata shares of the difference within one hundred twenty (120) calendar days after furnishing the final accounting to PARTICIPATING AGENCIES.
 - e. To furnish monitoring data to the Regional Board and a copy to PARTICIPATING AGENCIES as set forth in the MONITORING PLAN.
- (3) PARTICIPATING AGENCIES AND AGOURA HILLS, AND EACH OF THEM, AGREE:
- a. The purpose of this AGREEMENT is to cooperatively, voluntarily, and jointly fund the implementation of the MONITORING PLAN.
 - b. The parties to this AGREEMENT shall cooperate fully with one another to attain the purposes of this AGREEMENT.
 - c. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the parties are subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 et seq.).
 - d. The annual cost of implementing the MONITORING PLAN shall not exceed the year's total, as provided in the Exhibit A, except with the express written consent of all PARTIES to the AGREEMENT in the form of an amendment pursuant to Section 3(m) herein.
 - e. AGOURA HILLS shall not approve any changes or additions to the MONITORING PLAN and/or to the consultant services contract that will result in an increase in the total cost of the implementation of the MONITORING PLAN or the cost of any PARTY's individual allocation, except with the

ATTACHMENT A

express written consent of all PARTIES in the form of an amendment pursuant to Section 3(m) herein.

- f. This Agreement shall be effective on the date of the last party's signature and shall terminate on March 10, 2013, except as provided herein and in paragraph g, of Section 3 of this Agreement. Further, this Agreement may be extended in two (2) year increments with the written approval of all the representatives of all PARTIES in the form of an amendment to the AGREEMENT pursuant to Section 3(m).
- g. AGOURA HILLS may unilaterally terminate this AGREEMENT in the event changes or additions are necessary that would increase the total cost of the MONITORING PLAN set forth in Exhibit A and the parties do not amend this AGREEMENT so as to provide for the funding of the increased cost of the MONITORING PLAN. In such an event PARTICIPATING AGENCIES shall only be entitled to a refund of PARTICIPATING AGENCIES' unused funds previously deposited with AGOURA HILLS for the MONITORING PLAN and AGOURA HILLS shall have no further obligation under this AGREEMENT. Upon such unilateral termination by AGOURA HILLS, PARTICIPATING AGENCIES shall receive a copy of all documents and materials developed by AGOURA HILLS or its consultant for the MONITORING PLAN.
- h. A PARTICIPATING AGENCY may withdraw from this AGREEMENT upon 60 days written notice to the other parties, subject to payment of any invoice received from AGOURA HILLS prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after AGOURA HILLS receives the withdrawing PARTY's notice to withdraw from the AGREEMENT. AGOURA HILLS shall refund to the withdrawing PARTY any unused funds paid by the withdrawing PARTY for work not yet completed as of the withdrawing PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this AGREEMENT will terminate any responsibility, liability or obligation of the withdrawing PARTY under this AGREEMENT commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt or liability incurred prior to the withdrawal date provided in the notice. Withdrawal from this AGREEMENT does not release any PARTY from the obligations set forth in Resolution No. 2004-019R.
- i. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with the performance of this AGREEMENT, including, but not limited to, defense

ATTACHMENT A

costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

j. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies, defends, and holds each other party harmless for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This AGREEMENT is otherwise governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

k. During the term of this AGREEMENT, each of the PARTIES, hereby grants to the other PARTIES the right of access and entry within its control to all storm drains, creeks, beaches, and existing monitoring stations at beaches subject to this AGREEMENT (the "Property") at all reasonable times for the purpose of discharging the duties and obligations described in this AGREEMENT. Prior to exercising said right of entry, except during exigent circumstances, the entering party shall provide reasonable written notice to the party that owns the Property. For the purposes of this provision, written notice shall include notice delivered via e-mail and shall be delivered to the applicable party representative at least forty-eight (48) hours in advance of entry onto the Property. Prior to entry, the entering party must receive confirmation from the noticed party that entry may be allowed onto the Property. However, should the party require access to the Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the party shall obtain a right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. An entering party shall indemnify, defend, and hold harmless the party that owns the Property, its special districts, agents, officers, 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 fees) arising from or connected with its entry onto the Property and work performed on said Property; provided, however, that no entering party shall indemnify another party for that party's own negligence or willful misconduct.

ATTACHMENT A

- i. No party shall have a financial obligation to any other party or have power to incur a financial obligation or liability on behalf of another party or otherwise act as an agent of another party under this AGREEMENT, except as expressly provided herein.**
- m. This AGREEMENT may be amended in writing with the signature of all parties in the manner originally executed.**
- n. The PARTICIPATING AGENCIES and AGOURA HILLS may decide after the initial term of this Agreement that the responsibilities associated with management and implementation of the MONITORING PLAN and the consultant services contract as currently assigned to AGOURA HILLS may be rotated among the PARTICIPATING AGENCIES. A schedule to designate different agencies to be responsible for the management and implementation of the plan may be affected by an amendment to this AGREEMENT in writing with the signature of all parties in the manner originally executed.**
- o. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the following, except that any party may change the name or address by giving the other parties at least ten (10) working days written notice of the new name or address:**

MALIBU:

**MS. Jennifer Voccola
Senior Environmental Programs Coordinator
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
jvoccola@ci.malibu.ca.us
(310) 456-2489 ext. 275**

CALABASAS:

**Mr. Robert Yalda
Director of Public Works
City of Calabasas
100 Civic Center Way
Calabasas, CA 91 302-31 72
ryalda@cityofcalabasas.com
(818) 224-1600**

ATTACHMENT A

AGOURA HILLS:

**Mr. Ramiro Adeva
City Engineer
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-2583
radeva@ci.agoura-hills.ca.us
(818) 597-7322**

WESTLAKE VILLAGE:

**Mr. John Knipe
City Engineer
City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361-4643
john@wlv.org
(818) 706-1613**

HIDDEN HILLS:

**Mr. Dirk Lovett
City Engineer
City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302-1257
dirklovett@caaprofessionals.com
(818) 888-9281**

LA COUNTY:

**Mr. Oliver D. Galang, P.E., Watershed Manager
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Ave.
Alhambra, CA 91803-1331
ogalang@dpw.lacounty.gov
Phone No.: (626) 458-4364**

- p. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this AGREEMENT. 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. Nothing in this Agreement shall be construed to create an entity separate from the agencies that join in this cooperative effort.

ATTACHMENT A

- q. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.
- r. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- s. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
- t. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- u. All parties have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.
- v. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such party.
- w. All information and data obtained or developed by PARTICIPATING AGENCIES directly connected with the implementation of this AGREEMENT shall be available upon request, except where prohibited by law, to the other PARTICIPATING AGENCIES without further charge. Use of said reports, data, and information shall appropriately reference the source of all documents as the "Malibu Creek Bacteria Total Maximum Daily Load Coordinated Monitoring Plan," with each PARTICIPATING AGENCIES likewise named.
- x. Data compiled, and the results of studies performed, under this AGREEMENT will become public domain upon the completion of the time frame set forth in Section 3(f), or as subsequently amended.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

ATTACHMENT A

Dated: 5/20/11

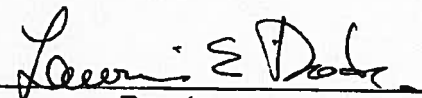
COUNTY OF LOS ANGELES,

ATTEST:

By 
William Fujioka
Chief Executive Officer

APPROVED AS TO FORM:

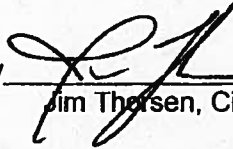
ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

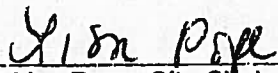
ATTACHMENT A

Dated: 4.13.11

CITY OF MALIBU

By  _____
Jim Thorsen, City Manager

ATTEST:

By  _____
Lisa Pope, City Clerk
(seal)

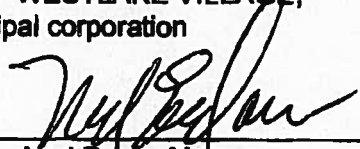
APPROVED AS TO FORM:

By  _____
Christi Hogin, City Attorney

ATTACHMENT A

Dated: 4/27/11

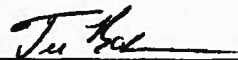
CITY OF WESTLAKE VILLAGE,
a municipal corporation

By 
Ned Davis, Mayor

ATTEST:


Beth Schott, City Clerk

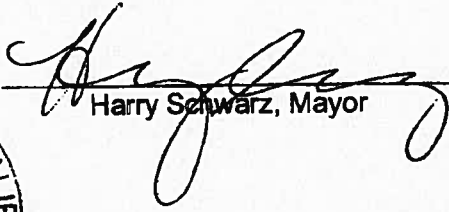
APPROVED AS TO FORM:


Terence Boga, City Attorney

ATTACHMENT A

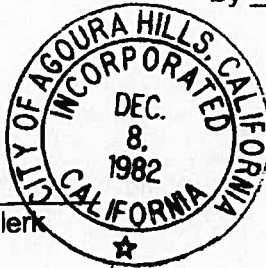
Dated: 5/18/2011

CITY OF AGOURA HILLS

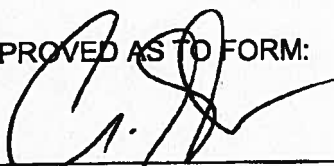
By 
Harry Schwarz, Mayor

ATTEST:


Kimberly Rodrigues, City Clerk



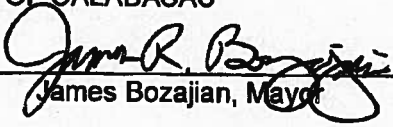
APPROVED AS TO FORM:


Craig A. Steele, City Attorney

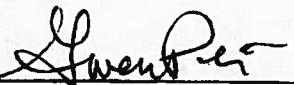
ATTACHMENT A

Dated: 4-27-2011

CITY OF CALABASAS

By 
James Bozajian, Mayor

ATTEST:


Gwen Peirce, City Clerk

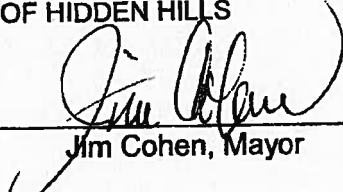
APPROVED AS TO FORM:

By:  4/27/11
Michael G. Colantuono, City Attorney

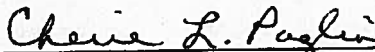
ATTACHMENT A

Dated: 4/11/11

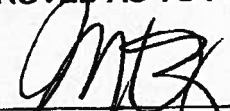
CITY OF HIDDEN HILLS

By 
Jim Cohen, Mayor

ATTEST:


Cherie L. Paglia, City Manager

APPROVED AS TO FORM:


Roxanne M. Diaz, City Attorney

**EXHIBIT A
JURISDICTIONAL COST SHARE**

**EXHIBIT A
JURISDICTIONAL COST SHARE**

AGENCY	JURISDICTIONAL LAND ACRES	PERCENT SHARE	CONTRACT COST	MANAGEMENT FEE	AGENCY ANNUAL TOTAL
FIRST YEAR (2011 to 2012)					
COUNTY OF LOS ANGELES	19,890	59.32%	\$ 65,294.47	\$ 9,794.17	\$ 75,088.64
AGOURA HILLS	5,178	15.44%	\$ 16,998.23	\$ 2,549.73	\$ 19,547.96
CALABASAS	4,279	12.76%	\$ 14,047.01	\$ 2,107.05	\$ 16,154.06
WESTLAKE VILLAGE	3,540	10.56%	\$ 11,621.04	\$ 1,743.16	\$ 13,364.19
MALIBU	536	1.60%	\$ 1,759.57	\$ 263.94	\$ 2,023.50
HIDDEN HILLS	105	0.31%	\$ 344.69	\$ 51.70	\$ 396.40
TOTAL FIRST YEAR	33,528	100.00%	\$110,065.00	\$ 16,509.75	\$126,574.75
SECOND YEAR (2012 to 2013)					
COUNTY OF LOS ANGELES	19,890	59.32%	\$ 65,874.65	\$ 9,881.20	\$ 75,755.85
AGOURA HILLS	5,178	15.44%	\$ 17,149.27	\$ 2,572.39	\$ 19,721.66
CALABASAS	4,279	12.76%	\$ 14,171.83	\$ 2,125.77	\$ 16,297.60
WESTLAKE VILLAGE	3,540	10.56%	\$ 11,724.30	\$ 1,758.64	\$ 13,482.94
MALIBU	536	1.60%	\$ 1,775.20	\$ 266.28	\$ 2,041.48
HIDDEN HILLS	105	0.31%	\$ 347.75	\$ 52.16	\$ 399.92
TOTAL SECOND YEAR	33,528	100.00%	\$111,043.00	\$ 16,656.45	\$127,699.45

**ATTACHMENT B
AMENDED JURISDICTIONAL COST SHARE**

ATTACHMENT B

AMENDED JURISDICTIONAL COST SHARE

AGENCY	JURISDICTIONAL LAND ACRES	PERCENT SHARE	CONTRACT COST	MANAGEMENT FEE	AGENCY ANNUAL TOTAL
FIRST YEAR (2013 to 2014)					
COUNTY OF LOS ANGELES	19,890	58.72%	\$65,209.49	\$9,781.42	\$74,990.91
CALTRANS	342	1.01%	\$1,121.25	\$168.19	\$1,289.44
AGOURA HILLS	5,178	15.29%	\$16,976.10	\$2,546.42	\$19,522.52
CALABASAS	4,279	12.63%	\$14,028.73	\$2,104.31	\$16,133.04
WESTLAKE VILLAGE	3,540	10.45%	\$11,605.91	\$1,740.89	\$13,346.80
MALIBU	536	1.58%	\$1,757.28	\$263.59	\$2,020.87
HIDDEN HILLS	105	0.31%	\$344.24	\$51.64	\$395.88
TOTAL FIRST YEAR	33,528	100.00%	\$111,043.00	\$ 16,656.45	\$127,699.45
SECOND YEAR (2014 to 2015)					
COUNTY OF LOS ANGELES	19,890	58.72%	\$65,209.49	\$9,781.42	\$74,990.91
CALTRANS	342	1.01%	\$1,121.25	\$168.19	\$1,289.44
AGOURA HILLS	5,178	15.29%	\$16,976.10	\$2,546.42	\$19,522.52
CALABASAS	4,279	12.63%	\$14,028.73	\$2,104.31	\$16,133.04
WESTLAKE VILLAGE	3,540	10.45%	\$11,605.91	\$1,740.89	\$13,346.80
MALIBU	536	1.58%	\$1,757.28	\$263.59	\$2,020.87
HIDDEN HILLS	105	0.31%	\$344.24	\$51.64	\$395.88
TOTAL SECOND YEAR	33,528	100.00%	\$111,043.00	\$ 16,656.45	\$127,699.45