

REPORT TO CITY COUNCIL

DATE: NOVEMBER 12, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING AND FIRST AMENDMENT FOR PROFESSIONAL SERVICES RELATED TO THE MALIBU CREEK TRASH AND BACTERIA TMDL COMPLIANCE MONITORING PROGRAMS

The City of Agoura Hills (City) currently administrates the compliance monitoring program on behalf of the Malibu Creek Watershed (MCW) group for the Bacteria Total Maximum Daily Load (TMDL). Clean Lakes, Inc., is the consultant under contract to provide these monitoring services. On November 30, 2014, the MCW group will be subject to the monitoring requirements of another TMDL for trash. As a result, the MCW group agrees that expanding Clean Lake's current contract scope to include monitoring for the Trash TMDL, alongside the Bacteria TMDL, not only has cost-effective benefits, but enables the MCW to meet the deadline to initiate monitoring as set forth by the Executive Officer of the Regional Board.

Background

On September 11, 2006, the Los Angeles Regional Water Quality Control Board (Regional Board) approved the Malibu Creek Watershed Bacteria TMDL Compliance Monitoring Plan (CMP). The preparation of the plan was a collaborative effort amongst the watershed agencies (Cities of 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.

On May 1, 2008, the Regional Board adopted the Malibu Creek Watershed Trash TMDL, and became effective on July 7, 2009. The Trash TMDL identified point and non-point sources as the methods for which trash enters the waterbodies within our watershed. Point source refers to trash entering the storm drainage system, while non-point typically refers to trash entering the waterbody by other methods such as wind. The TMDL requires agencies to install full capture devices in 20% of their catch basins, annually, for the next five (5) years to address point sources; while a Trash Monitoring and Reporting Plan (TMRP) is the required mitigation measure for non-point sources.

The TMRP was developed under a consultant contract by the County of Los Angeles, in concert with the other watershed agencies. The TMRP was submitted to the Regional Board on April 29, 2010, and subsequently approved in a letter from the Regional Board's Executive Officer dated May 30, 2014.

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit was adopted on November 8, 2012, by the Regional Board and became effective December 28, 2012. This permit incorporated both the Bacteria and Trash TMDLs, and included new requirements and specifications for a Monitoring and Reporting Plan (MRP) with the following primary objectives:

- Assess the chemical, physical, and biological impacts of discharges from the MS4 on receiving waters.
- Assess compliance with receiving water limitations (RWLs) and water quality-based effluent limitations (WQBELs) established to implement Total Maximum Daily Load (TMDL) wet weather and dry weather waste load allocations (WLAs).
- Characterize pollutant loads in MS4 discharges.
- Identify sources of pollutants in MS4 discharges.
- Measure and improve the effectiveness of pollutant controls implemented under the Permit.

Default monitoring requirements are specified in the MRP; however Permittees had the option to develop a Coordinated Integrated Monitoring Program (CIMP) that utilized alternative approaches to meet the stated primary objectives. The CIMP option is designed to provide the means to develop the information necessary to guide management decisions and to measure compliance with the permit. The City of Agoura Hills, along with its watershed partners, submitted the Final Draft CIMP prior to the June 28, 2014 deadline. It was anticipated the CIMP would be approved by the end of this year, but now may be delayed as late as July 2015. Even though the submitted CIMP includes TMRP implementation measures that will supersede our existing plans and programs, the Regional Board staff has stated the responsible agencies must implement the TMRP starting November 30, 2014, and remain in effect until the CIMP has begun.

Since the Regional Board's approval of the TMRP, the Malibu Creek Watershed agencies have met on several occasions to determine the most efficient way to proceed with a short-term contract. Staff reached out to Clean Lakes, Inc., who is currently providing professional water quality monitoring services for the CMP, and they indicated they would be able to provide the trash monitoring and reporting services outlined in the TMRP. As a result of discussions with other agencies, it has been requested the City of Agoura Hills be the lead agency since we are currently managing the contract with Clean Lakes, Inc.

On February 28, 2013, the City Council approved an agreement with Clean Lakes, Inc., 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. The amendment to this agreement would add the trash monitoring and reporting services, and extend the term of the agreement that includes the bacteria monitoring until February 28, 2016. Staff is satisfied with the work product from Clean Lakes, Inc., and believes they will meet both requirements of the CMP and TMRP.

While the CMP costs reflects no change over the current costs for laboratory fees, there has been a 2.1% increase in Clean Lakes, Inc.'s collection fees resulting in a revised contract amount of \$112,904.

The proposed breakdown of the CMP annual costs are as follows:

Agency	Jurisdictional Area (acres)	Percent Share	Contract Cost	Management Fee	Agency Annual Total
County of Los Angeles	19,890	58.72%	\$66,302.35	\$9,945.35	\$76,247.70
City of Agoura Hills	5,178	15.29%	\$17,260.61	\$2,589.09	\$19,849.70
City of Calabasas	4,279	12.63%	\$14,263.84	\$2,139.58	\$16,403.41
City of Westlake Village	3,540	10.45%	\$11,800.42	\$1,770.06	\$13,570.48
City of Malibu	536	1.58%	\$1,786.73	\$268.01	\$2,054.74
Caltrans	342	1.01%	\$1,140.04	\$171.01	\$1,311.05
City of Hidden Hills	105	0.31%	\$350.01	\$52.50	\$402.51

An agreement was executed on February 28, 2013, 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 estimate from the consultant to implement the TMRP is \$59,583, and is based on a CIMP approval in July 2015. Since the TMRP is inclusive of many agencies, an agreement will need to be executed with the watershed agencies to provide a fair share of the contract based on the number of monitoring sites, a 10% contingency, and a 10% management fee, which is covered collectively by all of the watershed agencies to the lead city providing management of the compliance monitoring program. Staff supports this request since the management fee collected from the agencies reduces the net fiscal impact to the City.

The proposed breakdown of the TMRP costs, including the 10% contingency and 10% management fee, are as follows:

Agency	Jurisdictional Sites	Jurisdictional Weighting	Agency Annual Total
City of Agoura Hills	2	25%	\$18,023.86
City of Calabasas	2	25%	\$18,023.86
City of Hidden Hills	1	12.5%	\$9,011.93
City of Malibu	1	12.5%	\$9,011.93
City of Westlake Village	1	12.5%	\$9,011.93
County of Los Angeles	1	12.5%	\$9,011.93
Total	8	100%	\$72,095.44

This report requests the City Council's authorization to (1) approve the first amendment to the agreement with Clean Lakes, Inc.; (2) allow staff to oversee the trash compliance monitoring program; and (3) approve the Malibu Creek Watershed TMRP Memorandum of Understanding with the participating agencies.

On November 5, 2014, staff met with the Public Works Subcommittee (Mayor Koehler and Councilmember Weber) on this item, and they are supportive of staff's recommendations.

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 the first amendment to the agreement with Clean Lakes, Inc., for professional services related to the Malibu Creek Watershed Trash and Bacteria TMDL Compliance Monitoring Programs.
2. Authorize staff to take the lead on compliance monitoring efforts for the Malibu Creek Watershed Trash TMDL Compliance Monitoring Program.
3. Authorize the Mayor to sign the Memorandum of Understanding with the participating agencies on behalf of the City Council.

Attachment: First Amendment to Agreement with Clean Lakes, Inc.
Malibu Creek Watershed TMRP Memorandum of Understanding

AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Clean Lakes, Inc.

Contractor Name (Up to \$25K and Over Amendment)

Attached, please find (check one of the following boxes):

- Note:** As all Amendment templates are customized, Outside Agency Amendment review and approval is required (Section 1) Complete Sections 1 and 2
- City Agreement Amendment Complete Sections 1 and 2 Special Amendment Complete Sections 1 and 2

Section 1 – Approve template and/or changes to insurance: Receive Department Head approval to amend agreement. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for amendment template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approve Template (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed amendment received from Contractor. Sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). Submit the signed amendment, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Amendments without the appropriate insurance attached will be returned to the department. A copy of the final amendment will be provided to the Contractor and the staff person (in Item No. 1 below)

- | | |
|---|--|
| 1. <u>Kelly Fisher / Candice Lee 11/7/14</u>
Prepared by (Staff Name/Date) | <u>K. Fisher</u>
Department Head – Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. _____
Risk Manager – Date
(Insurance Review/Approval) | 4. _____
City Clerk – Date
(Format Review/Final Distribution) |

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____

Amendment/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Contractor/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes:

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Clean Lakes, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Thomas Moorhouse Vice President
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: (Amendment)	February 28, 2013 (original) November 12, 2014
TERMINATION DATE:	February 28, 2016
CONSIDERATION:	Contract Price Not to Exceed: \$178,445

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF AGOURA HILLS AND CLEAN LAKES, INC.**

THIS FIRST AMENDMENT is made and entered into as of the 12th day of November, 2014, by and between the City of Agoura Hills, a municipal corporation (“City”), and Clean Lakes, Inc., a California Corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

A. On February 28, 2013, the City and Consultant entered into that certain Agreement entitled “Agreement for Consultant Services between the City of Agoura Hills and Clean Lakes, Inc.” in the amount of \$111,043 (“Agreement”) with a termination date of February 28, 2015.

B. Both parties now desire to extend the term of the Agreement to February 28, 2016, to add additional duties to the tasks to be performed/scope of work to include additional monitoring required by the Malibu Creek Bacteria TMDL and the Malibu Creek Trash Monitoring and Reporting Plan, and to increase the agreement payment amount by \$67,402 for a total Agreement amount of \$178,445.

C. Such extension shall be subject to the same conditions as set forth in the original agreement which commenced on February 28, 2013.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

SECTION 1. Section 1 (“Term”) of the Agreement is hereby amended to read as follows:

“1. **TERM.** This Agreement shall commence on February 28, 2013, and shall remain and continue in effect upon completion of all tasks described herein, but in no event later than December 31, 2015, unless sooner terminated pursuant to the provisions of this Agreement.”

SECTION 2. Paragraph A of Section 4 (“Payment”) of the Agreement is hereby amended to read as follows:

“A. The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The First Amendment amount shall not exceed One Hundred Seventy-Two Thousand, Four Hundred Eighty-Seven Dollars (\$172,487), plus 10% Contingency of Five Thousand,

Nine Hundred Fifty-Eight Dollars (\$5,958) for additional monitoring work related to the Malibu Creek Bacteria TMDL and the Malibu Creek Trash Monitoring and Reporting Plan for a total Agreement amount of One Hundred Seventy-Eight Thousand, Four Hundred Forty Five Dollars (\$178,445). The City shall not pay to Consultant a total amount exceeding \$178,445 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 Agreement as approved by the City Council. Any additional work in excess of the additional ten percent (10%) amount shall be approved by the City Council.”

SECTION 3. Section 8 (“Indemnification”) of the Agreement is hereby amended to read as follows:

“**8. INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the City of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their special districts, elected and appointed officers, officials, employees, attorneys, agents, and designated volunteers 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 acts or omissions relating to the Consultant’s performance of this Agreement.”

SECTION 4. Subsection 1 of Paragraph D of Section 9 (“Insurance Requirements”) of the Agreement is hereby amended to read as follows:

“1) The City of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their 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 of Agoura Hills, the County of Los Angeles, the City of Calabasas, the City of Hidden Hills, the City of Malibu and the City of Westlake Village, their officers, officials, employees or volunteers.”

SECTION 5. Exhibit “A” (Tasks to be Performed) of the Agreement is hereby amended by adding thereto the items set forth on Attachment “A” to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

SECTION 6. Except for the changes specifically set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SECTION 7. The Recitals are incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF AGOURA HILLS

William D. Koehler
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

Clean Lakes, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**[*Signatures of Two Corporate Officers
Required]**

ATTACHMENT A

Attached hereto and incorporated herein is the additional tasks to be performed (*i.e.*, additional scope of work) and associated cost as provided by the Consultant.

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CLEAN LAKES INC.

Aquatic Ecosystem Restoration & Maintenance

November 4, 2014

Mr. Kelly Fisher
City of Agoura Hills
Public Works Project Manager
30001 Ladyface Court
City of Agoura Hills, CA 91301

RE: Proposal for Professional Consultant Services to Conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek

Mr. Fisher:

In response to the Scope of Work titled, "Proposal for Professional Consultant Services to Conduct Trash Monitoring and Reporting Plan (TMRP) Activities in Malibu Creek, provided below is our proposal to offer services for this project.

BACKGROUND: The City of Agoura Hills (City), on behalf of several cities in the watershed and the County of Los Angeles (Group), is requiring services to implement the Trash Monitoring and Reporting Plan in response to the Los Angeles Regional Water Quality Control Board's (LARWQCB) Trash TMDL established for Malibu Creek. The TMRP document (April 2010) addresses all requirements as listed in the Basin Plan Amendment (BPA) as follows:

The TMRP document addresses all requirements as listed in the BPA including:

1. Establishment of Monitoring Requirements
2. Establishment of a Baseline Waste Load Allocation (WLA)
3. Definition of Critical Conditions
4. Development of First-year Monitoring Procedures
 - a. Identification of Collection Locations
 - b. Identification of Collection Frequencies
5. Establishment of Reporting Requirements
6. Prioritization for Full Capture System (FCS) or Partial Capture System (PCS)/BMP program implementation
 - a. Identification of High Trash Generating Areas
 - b. Implementation of PCS/BMP Effectiveness Program

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To achieve those goals, an assessment is utilized where Minimum Frequency and Assessment Collection (MFAC) sites are identified per each impaired reach that falls under the jurisdiction of the participating agencies and adds additional monitoring to meet the other goals of the TMRP. The intent of the approach is to ensure that the MFAC program requirements are met and to utilize that information to the extent possible to meet other TMRP requirements so that duplicative efforts are minimized.

The TMRP approach for meeting both the MFAC and TMRP requirements will include the use of two types of monitoring sites:

- The *Compliance Monitoring Sites (CMS)* are specific site locations located in impaired waterbodies within the watershed which will be representative of the defined area/reach described in the BPA. These compliance sites will be considered a component of the MFAC program, and will be considered the points of compliance for all TMDL milestones and reductions. These compliance monitoring sites will also serve the TMRP requirements, and be utilized for the development of applicable allocations and identification of sources via the detailed monitoring taking place at the site.
- The *General Assessment Sites (GAS)* will serve multiple purposes under this plan. First, the general assessment sites will further capture the remaining impaired areas/reaches not covered by the compliance monitoring sites, hence increasing monitoring and collection in the impaired reaches. These sites will also be utilized to further identify high trash generating areas upstream of compliance site locations, site specific BMP effectiveness monitoring, site specific conditions prior to BMP implementation (both full and partial capture systems), specific land use characterization, and other applications as deemed necessary by the participating responsible parties. The general assessment sites will not be utilized as points of compliance for TMDL milestones and reductions, but supplement the information gathered at the compliance monitoring locations.

SCOPE OF WORK-PROJECT DESCRIPTION: The Scope of Work provided consists of several elements that include Project Management, Monitoring Activities and Reporting and Data Management. The tasks associated with these elements are provided below.

1. Project Management

- a. Within seven (7) working days of the Notice to Proceed, Clean Lakes, Inc. (CLI) shall conduct a kick-off meeting to discuss the Scope of Work and any other pertinent details.
- b. All meeting agendas will be submitted electronically two (2) business days prior to the meeting date. All meeting minutes will be submitted electronically within five (5) business days after the meeting date. Three (3) meetings are

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anticipated with an estimated duration of 2 hours per meeting. However, additional or fewer meetings may be required and the duration of each meeting may vary, as needed.

- c. CLI shall submit a project schedule and updates as needed in order to meet deadlines established within the Scope of Work. Critical events are expected to require an update to project schedules, however, due to the nature of critical events and the thresholds that determine whether a critical event has been achieved, project updates may not be available until after a critical event has occurred.
- d. CLI will review and adopt, or modify and adopt based on agreement with the Group/City, field data collection sheets found in the TMRP attachments A & B. The Trash Assessment Worksheet and Trash Worksheet – Hazardous Material/Intractable Waste Log, which make up attachments A & B are attached to this proposal.

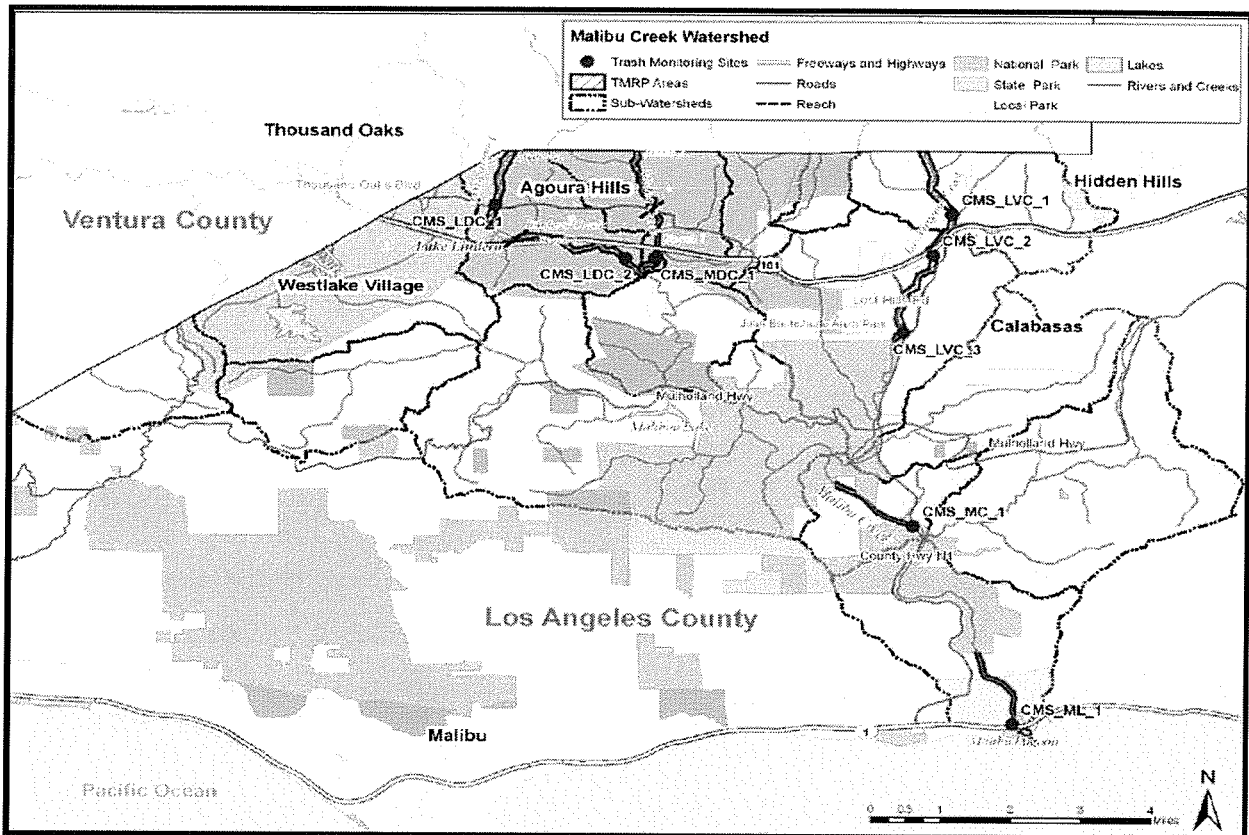
2. Monitoring Activities

- a. The 2014-2015 TMRP monitoring year starts July 1, 2014 and ends June 30, 2015.
- b. Monitoring under the approved TMRP is to commence immediately upon issuance of a Notice to Proceed and no later than November 30, 2014.
- c. CLI will acquire access permits from the appropriate agencies prior to conducting any monitoring. Estimated fees associated with access permits are included in the cost proposal and will be the sole responsibility of CLI, who would be conducting the monitoring activities.
- d. CLI shall conduct the Minimum Frequency of Assessment and Collection (MFAC) Program samplings at the Compliance Monitoring Sites (CMS) following the prescribed frequency (bimonthly or monthly) defined in Table 3 of the TMRP (shown below). Maps of site locations shown in Figures 1-4 of the attached TMRP and are provided below. Additional site specific information for CMS location is provided in the TMRP. Should a critical event occur requiring pre and post event monitoring within 7 days of a scheduled CMS sampling event, then the critical event monitoring event will be substituted for the CMS sampling event to avoid duplication (see critical event monitoring discussion in 2.f below). Sampling will be carried out by a two man sampling crew led by a crew leader and an assistant.

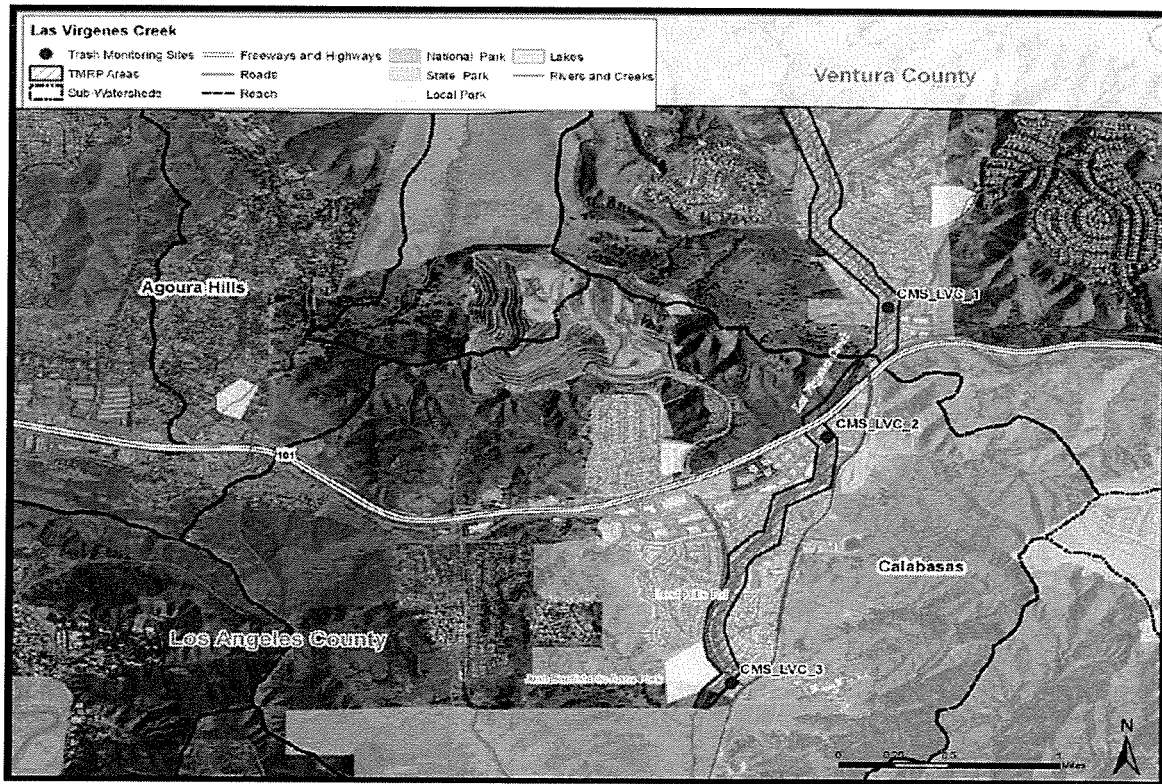
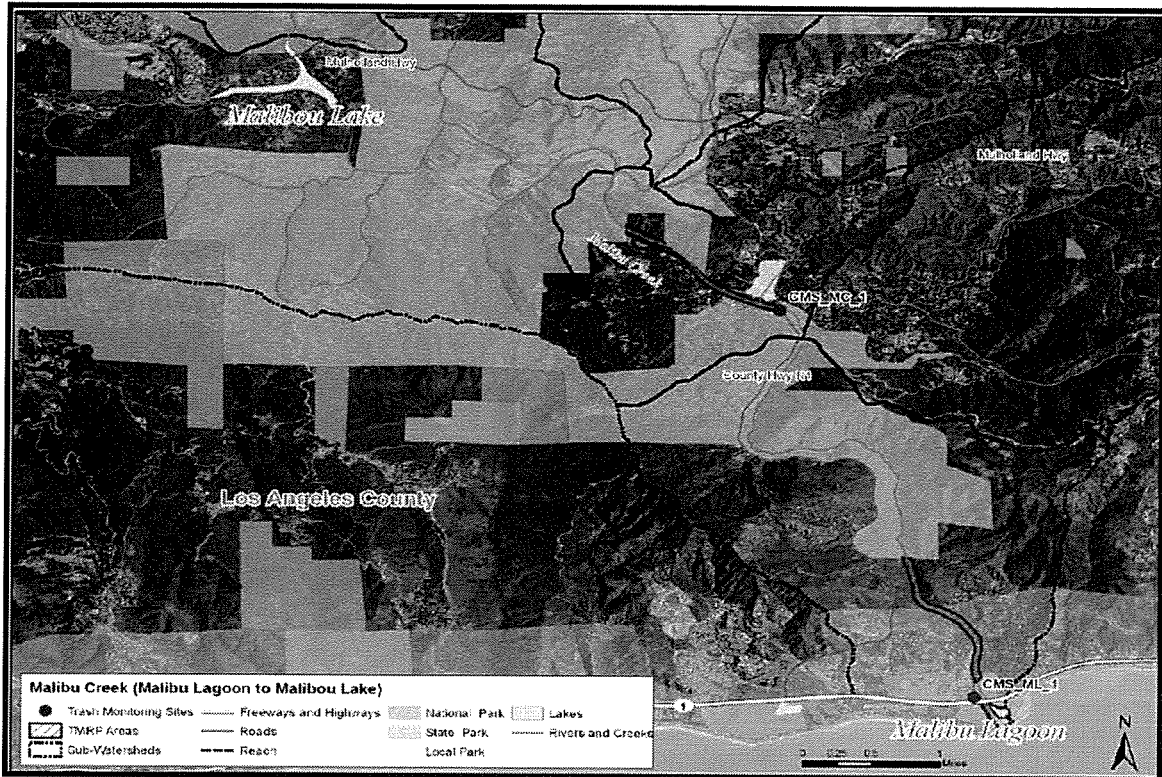
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<u>Impaired Subwatershed</u>	<u>Compliance Monitoring Site(s)</u>	<u>Site Description in BPA¹</u>	<u>Assessment Frequency</u>
Malibu Creek (From Malibu Lagoon to Malibu Lake)	CMS_MC_1	<i>Within the County of Los Angeles & in the State Parks</i>	Monthly
Malibu Lagoon	CMS_ML_1	<i>The waterbody, shorelines, beach & areas adjacent to Malibu Lagoon</i>	Bimonthly
Medea Creek Reach 2 (Above Confluence)	CMS_MDC_1	<i>Waterbody, shorelines & the adjacent areas from the confluence w/ Lindero Creek to the intersection w/ Thousand Oaks Blvd</i>	Bimonthly
Lindero Creek Reach 1 (Confluence with Medea Creek to Lake Lindero)	CMS_LDC_2	Lindero Creek Reach 1 including the waterbody, shorelines & the adjacent areas	Bimonthly
Lindero Creek Reach 2 (Above Lake Lindero)	CMS_LDC_1	<i>Lindero Creek Reach 2 including the waterbody, shorelines & the adjacent areas</i>	Monthly
Las Virgenes Creek	CMS_LVC_3	<i>Waterbody, shorelines & adjacent areas between Mulholland Highway & Juan Bautista De Anza Park at Los Hills Road in the City of Calabasas</i>	Bimonthly
	CMS_LVC_1 CMS_LVC_2	Waterbody, shorelines & the adjacent areas for the rest of the City of Calabasas	Bimonthly

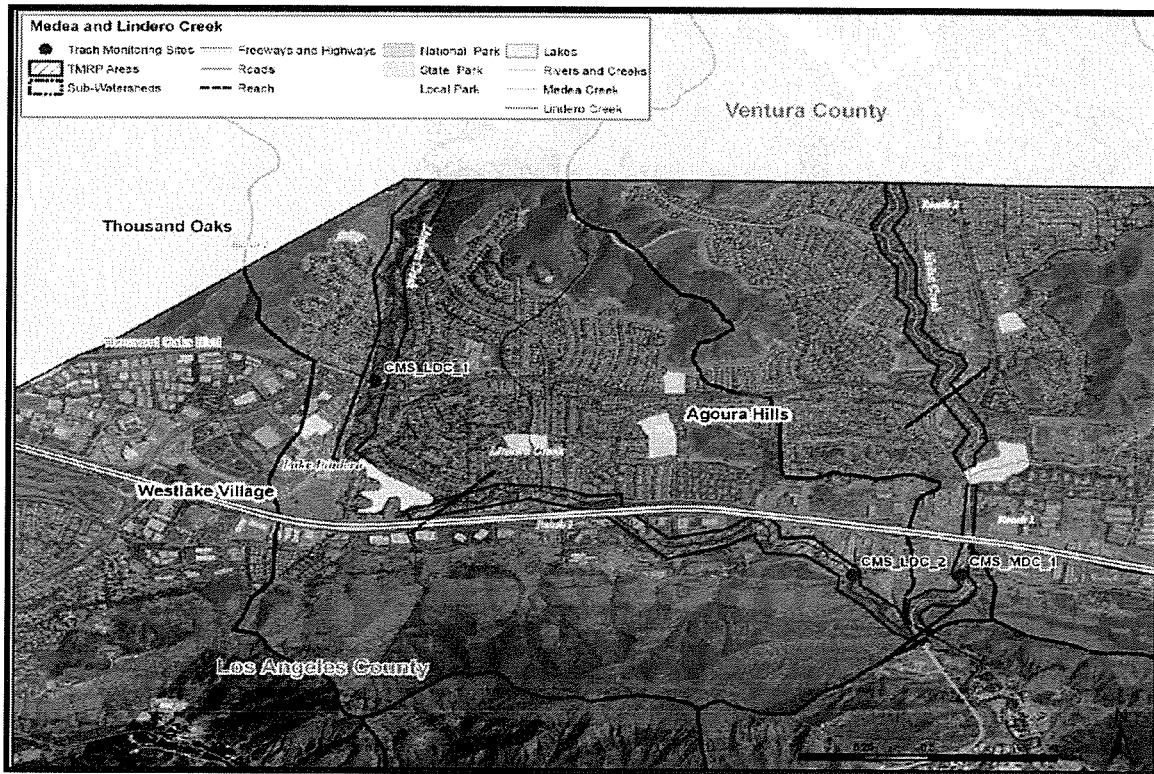
1. ***Bold and Italicized*** Site Descriptions include areas where there is an overlap of responsibility with National Parks, State Parks, privately owned land with restricted access, and/or Ventura County responsible parties.



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- e. CLI will conduct monthly General Assessment Site (GAS) monitoring as needed to gather further information. As no sites are currently identified by the TMRP, CLI will work with the City of Agoura Hills to identify sites to conduct this component. GAS locations will be determined during the Kick-Off meeting described in 1.a., and will be selected through criteria provided in the TMRP (see page 8 of TMRP). Two (2) GAS monitoring locations are proposed to be visited per month. Sampling will be carried out by a two man sampling crew led by a crew leader and a field assistant.
- f. CLI will conduct 3 high wind and 3 rain events at each of the CMS locations. Evaluations include the collection of trash during “pre-” and “post-” critical condition events (see page 13 of the attached TMRP) at all CMS. CLI will monitor rain and wind advisories and notify the City of Agoura Hills contract lead when the opportunity to conduct pre critical condition monitoring presents itself. CLI is concerned that pre wind triggers are not developed enough to provide adequate time to conduct monitoring. Furthermore, the frequency of CMS events will likely provide a sufficient baseline for the determination of an appropriate pre critical condition. However, Critical Condition thresholds for High Wind events will be triggered by a wind advisory (>31 mph) issued by the National Weather Service for the Angeles National Forest area or by the California Highway Patrol for Highway 5 in the Santa Clarita Valley. A rain event trigger will be determined during the Kick-off meeting described above in 1.a.. The LARWQCB Trash Total Maximum

CLEAN LAKES INC.

Daily Load (TMDL) staff report defines a critical condition rain event as a major storm that will be used to define a rain event trigger. Should a critical event occur requiring pre and post event monitoring within 7 days of a scheduled CMS sampling event, then the critical event monitoring event will be substituted for the CMS sampling event to avoid duplication (see critical event monitoring discussion in 2.d above). Sampling will be carried out by a two man sampling crew led by a crew leader and a field assistant.

- g. CLI will execute assessment procedures including compliance monitoring and trash collection as per the TMRP Assessment Procedures section (pages 16-19 of the attached TMRP) and associated SOPs.
- h. CLI will conduct all collection events during full daylight hours under safe weather and environmental conditions as per the TMRP Collection Event Preparation and Safety consideration sections of the TMRP.

3. Reporting and Data Management

- a. CLI will prepare and submit a technical memo following each monitoring event summarizing all conditions and data collected within 30 days of the monitoring event. No other Reporting and Data Management tasks are included.

SERVICES TO BE PROVIDED: All manpower, equipment, technical advice, materials, trash disposal and other requirements needed to perform per the scope of work outlined above. Thomas Moorhouse will serve as Project Manager. Michael Cimo will serve as Crew Leader and a Field Assistant will be determined. Thomas Moorhouse and Michael Cimo are Clean Lakes, Inc. staff, both of whom have been directly involved with the Malibu Creek Watershed Compliance Monitoring Program for coliform bacteria since 2008, would be assigned to this project. CLI will use partner city dumpsters to dispose of trash as opposed to disposing trash at a waste facility.

EQUIPMENT TO BE USED: A pickup truck and all necessary equipment as outlined in the TMRP Equipment Checklist (page 14) would be supplied to carry out the monitoring and collection requirements.

COMPENSATION FOR THE ABOVE: The associated costs for the scope of work outlined in this proposal are provided in the table below. It should be noted that CMS monitoring and collection sites have been included regardless of the critical event monitoring and collection that is likely to occur, thus the subtotal for section 2 and the total is expected to be less than \$59,583.00.

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Item	Rate	Hours	Men	Units	Subtotal	Total Estimated Budget
1. Project Management						
1.a Kick off meeting to discuss Scope of Work	\$145.00	8	1	1	\$1,160.00	\$1,160.00
1.b Prepare and submit meeting minutes	\$145.00	2.5	1	3	\$1,087.50	\$1,087.50
1.c Submit Project Schedule and updates	\$145.00	2.5	1	3	\$1,087.50	\$1,087.50
1.d Adopt field collection sheets and project prep	\$145.00	24	1	1	\$3,480.00	\$3,480.00
1. total						\$6,815.00

Item	Rate	Hours	Man	Units	Subtotal	Events per Month	# of months (12/1/14 to 6/30/15)	Total Estimated Budget
2. Monitoring activities								
2.a Monitoring year from 7/1/14 to 6/30/15								
2.b Under approved TMRP, monitoring commences no later than 11/30/14								
2.c Acquire access permits from appropriate agencies	\$145.00	10	1	1	\$1,450.00			\$1,450.00
2.c.1 Permit costs (estimated)	\$500.00	1	1	1	\$500.00			\$500.00
2.a - c total								\$1,950.00
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Crew Leader	\$92.50	8	1	1	\$740.00	2	7	\$10,360.00
2.d Conduct monitoring at Compliance Monitoring Sites (CMS) - Field Assistant	\$52.25	8	1	1	\$418.00	2	7	\$5,852.00
vehicle	\$105.00	1		1	\$105.00	2	7	\$1,470.00
2.d total					\$1,263.00		7	\$17,682.00
2.e Conduct monitoring at General Assesment Sites (GAS) - Crew Leader	\$92.50	5	1	1	\$462.50	1	7	\$3,237.50
2.e Conduct monitoring at General Assesment Sites (GAS) - Field Assistant	\$52.25	5	1	1	\$261.25	1	7	\$1,828.75
vehicle	\$105.00	1		1	\$105.00	1	7	\$735.00
2.e total					\$723.75		7	\$5,801.25
2.f Conduct 3 high wind and 3 rain event - Pre - Crew Leader	\$92.50	8	1	6	\$4,440.00			\$4,440.00
2.f Conduct 3 high wind and 3 rain event - Pre - Cfield Assistant	\$52.25	8	1	6	\$2,508.00			\$2,508.00
2.f Conduct 3 high wind and 3 rain event - Post - Crew Leader	\$92.50	8	1	6	\$4,440.00			\$4,440.00
2.f Conduct 3 high wind and 3 rain event - Post - Field Assistant	\$52.25	8	1	6	\$2,508.00			\$2,508.00
vehicle	\$105.00			12	\$1,260.00			\$1,260.00
2.f total					\$15,156.00			\$15,156.00
Miscellaneous (equipment, tools, field supplies)	\$2,029.46			1	\$2,029.46			\$2,029.46
2. totals								\$42,618.71
Total								\$42,618.71

CLEAN LAKES INC.

Item	Rate	Hours	Man	Units	Subtotal	Events per Month	# of months (12/1/14 to 6/30/15)	Total Estimated Budget
3. Reporting and Data Management								
3.a Prepare and submit tech memo w/i 30 days after each event (for 2.d an 2.e)	\$145.00	5	1	1	\$725.00	2	7	\$10,150.00
3.totals								\$10,150.00
Total								\$10,150.00

It is not currently known what quantities or volume of trash that will need to be collected, therefore the assumption is that the time required will not exceed 8 hours per day for CMS and Critical Collection Events (Wind/Rain), and 5 hours for GAS Collection Events as outlined in the budget above.

Following your review of the above, let me know if you have any questions or comments. I can be reached via e-mail at tmoorhouse@cleanlake.com or via mobile phone at 818-201-5982.

Thank you for the opportunity to provide support for your compliance monitoring needs. Further information on our services can be found on our web site at www.cleanlake.com.

CLEAN LAKES, INC.



Thomas G. Moorhouse
Manager

Attachments: The Trash Assessment Worksheet
Trash Worksheet – Hazardous Material/Intractable Waste Log

*31320 Via Colinas, Unit 114
Westlake Village, California 91362
Telephone: 1-818-889-8691
Fax: 1-818-889-8693*

Appendix A Trash Assessment Worksheet

Malibu Creek Watershed Trash Assessment Worksheet

Watershed/Stream:	Date:	Start Time:
Monitoring Staff:	Site ID:	End Time:
Total Pieces In Stream:	Total Pieces On Banks:	Grand Total Trash:
Volume (# trash bags):	Weight (lbs): In Stream- On Banks-	Total Weight Outside Site (lbs):
Width Right Bank (ft):	Width Left Bank (ft):	Photo #'s (from camera)
Dumped %	Hazardous Waste Log (Y/N)	Intractable Trash Log (Y/N)

Trash Item Tally: Tally with ()

Plastic/Styrofoam:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Paper Products/ Biodegradable:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Household items:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Landscape Materials:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Aluminum/Metal:	# In Stream:	# On Banks:	Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:					
Other Observations:					

Automotive:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Toxic/Hazardous Material:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Glass:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Bio/Hazardous:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Personal Effects:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Sports Equipment:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Miscellaneous:	# In Stream:	# On Banks:		Source I.D.	% Algae	Wear & Tear
Specific Description of Items Found:						
Other Observations:						

Appendix B Hazardous Material/Intractable Waste Log
Hazardous Material/Intractable Waste Log

Watershed/Stream:	Date:
Monitoring Staff:	

Description of Object	
Unique Identification Number (Example would be HM_S1_001)*	
GPS Coordinates	
Picture #'s	
Previously Identified Item? (Y/N)	
Additional Information	

* HM = Hazardous Material
 * IT = Intractable Waste
 S# = Site Identification (e.g., Site 1, Site 2)
 001 = Item Number

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF
AGOURA HILLS, CALABASAS, HIDDEN HILLS, MALIBU
AND WESTLAKE VILLAGE**

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE TRASH MONITORING AND REPORTING PLAN ("TMRP") FOR THE MALIBU CREEK WATERSHED

This Memorandum of Understanding is made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, and the CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS, MALIBU AND WESTLAKE VILLAGE. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted Basin Plan Amendment - Resolution No: 2008-007 for the Malibu Creek Watershed Trash Total Maximum Daily Load ("Trash TMDL") on May 1, 2008, which became effective on July 7, 2009; and

WHEREAS, the Trash TMDL required the development and submittal of the TMRP to the Regional Board within 6 months from effective date of Trash TMDL; and

WHEREAS, the TMRP was submitted to the Regional Board by the PARTIES on April 29, 2010 and subsequently approved by the Regional Board Executive Office on May 30, 2014; and

WHEREAS, the Trash TMDL requires the PARTIES to begin implementing the TMRP within six (6) months from receipt of letter of approval from Regional Board Executive Officer; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit") Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the Los Angeles County Flood Control District, COUNTY, and 84 of the 88 Cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Malibu Creek Watershed; and

WHEREAS, the PARTIES have agreed to collaborate on compliance with certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Table 2 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES have agreed to enter into this MOU to share the cost of implementing the TMRP; and

WHEREAS, the PARTIES collaboratively prepared a final Scopes of Work and Requests for Proposals to obtain a consultant ("Consultant") to assist the PARTIES in implementing and complying with the TMRP; and

WHEREAS, the PARTIES have agreed to hire a Consultant to implement the TMRP in compliance with certain elements of the MS4 Permit, at a total cost not to exceed \$59,583.00, which includes a 10% contingency (\$5,958.30) and 10% management fee (\$6,554.14), and PARTIES desire to participate and will provide funding in accordance with the cost allocation formula in Table 2 of Exhibit A; and

WHEREAS, the PARTIES have agreed to have the CITY OF AGOURA HILLS act on behalf of the PARTIES in the administration of the Consultant's professional services agreement for implementation of the TMRP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of this MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the TMRP for the Malibu Creek Watershed and to coordinate the payment and performance of the Consultant's services in implementing the TMRP.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the TMRP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY or by November 30, 2014, whichever comes first, and shall remain in effect until November 30, 2016, unless sooner terminated pursuant to the provisions of this MOU.

Section 6. City of Agoura Hills Responsibilities. The CITY OF AGOURA HILLS agrees:

- a. Consultant Services. To select Consultant for implementation of the TMRP and administer Consultant's contracts in accordance with the Scope of Work prepared by the PARTIES, and any subsequent changes to the TMRP as agreed upon by the PARTIES and approved by the Regional Board. The CITY OF AGOURA HILLS will be compensated for the administration of the Consultant's contract at a rate of ten percent (10%) of each PARTY'S contract cost as described in Table 1 of Exhibit A.
- b. Report. To submit reports to the Regional Board as described in the TMRP and distribute copies of the reports to the PARTIES prior to submittal to the Regional Board for review and comment. The CITY OF AGOURA HILLS will provide the PARTIES with an electronic copy of the draft TMRP Annual Monitoring Report and completed TMRP Annual Monitoring Report within seven (7) business days after receipt from the Consultant. In addition, THE CITY OF AGOURA HILLS will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format and structure agreed to by the PARTIES.
- c. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued upon the execution of this MOU by all PARTIES or December 2014, whichever comes first. Subject to agreement by the PARTIES, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- d. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the Consultant's contract and the implementation of the TMRP. The CITY OF AGOURA HILLS will provide an accounting of funds expended and remaining at the end of each fiscal year.
- e. Contingency. To notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse the CITY OF AGOURA HILLS for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 1 of Exhibit A. This 10 percent

contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.

- f. Accounting. To provide an accounting upon termination of this MOU. At the completion of the accounting, the CITY OF AGOURA HILLS shall dispose of any unused portion of all funds deposited with the CITY OF AGOURA HILLS as set forth in Section 9(e).
- g. Permit. To make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.
- h. Payments to Third Parties. The CITY OF AGOURA HILLS shall have no obligation to pay Consultant any funds other than those owed for the CITY OF AGOURA HILLS's proportional share as set forth in Table 2 of Exhibit A, and those funds remitted to the CITY OF AGOURA HILLS following invoice.

Section 7. Parties Further Agree. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the TMRP and to pay the CITY OF AGOURA HILLS for their proportional shares of the estimated cost for the implementation of the TMRP and the administration of the Consultant's contracts not exceeding the invoice amounts as shown in Table 2 of Exhibit A, no later than sixty (60) days after receipt of the invoice from the CITY OF AGOURA HILLS. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the TMRP pursuant to new Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(e).
- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultant that is deemed necessary by the PARTIES to implement the TMRP.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF AGOURA HILLS and its Consultant, on an as needed basis during the term of this MOU, to each PARTY'S storm drains, catch basins, channels, properties, etc. (FACILITIES) to achieve the purposes of this MOU, provided, however, that prior to entering any PARTY'S FACILITIES, the Consultant shall secure a permit of entry from the applicable PARTY and prior to entering any of the PARTY'S

FACILITIES, the Consultant shall provide written notice 72 hours in advance of entry from the applicable PARTY.

- d. Permit. Each PARTY will make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY'S jurisdiction.

Section 8. Indemnification.

- a. To the maximum extent permitted by law, the CITY OF AGOURA HILLS shall require the Consultant retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreement with the CITY OF AGOURA HILLS. In addition, the CITY OF AGOURA HILLS shall require the Consultant to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work.
- b. To the maximum extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, attorneys, agents and designated volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY under this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- c. 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 Section 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 MOU 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 PARTY indemnifies, defends, and holds harmless each other PARTY 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.

- d. CITY OF AGOURA HILLS makes no guarantee or warranty that the reports prepared by the Consultant will be approved by the relevant governmental authorities. CITY OF AGOURA HILLS shall have no liability to the other PARTIES for the negligent or intentional acts or omissions of the Consultant. The other PARTIES' sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and its insurance.

Section 9. Termination, Withdrawal, and Delinquent Payments.

- a. Termination. This MOU may be terminated upon the express written agreement of all PARTIES. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Withdrawal. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the implementation costs of the TMRP through the end of the current fiscal year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15th, the withdrawing PARTY shall also be responsible for its share of the implementation costs of the TMRP through the end of the following monitoring year (e.g., If a PARTY withdraws on December 16, 2015, said PARTY is responsible for its share of costs for both monitoring year 2015-2016 and monitoring year 2016-2017. If the same PARTY withdraws on or before December 15, 2015, said PARTY is responsible for costs only for monitoring year 2015-2016, not for monitoring year 2016-2017). Such implementation costs of the TMRP shall include the remaining fees of any Consultant retained by the CITY OF AGOURA HILLS through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the sixtieth day after the CITY OF AGOURA HILLS receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the implementation costs of the TMRP incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the TMRP.

- c. Delinquent Payments. A PARTY's payment is considered delinquent 60 days after being invoiced by the CITY OF AGOURA HILLS. The following Notice of Delinquency procedures may be implemented to attain payments from the delinquent PARTY per instructions from the CITY OF AGOURA HILLS: 1) e-mail the manager from the delinquent PARTY or PARTIES; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES from the CITY OF AGOURA HILLS's legal counsel. If the PARTY or PARTIES remain delinquent after the above Notice of Delinquency procedures have been followed and after 90 days after being invoiced, then the CITY OF AGOURA HILLS shall notify the non-delinquent PARTIES and may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the TMRP, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from the TMRP and all reports required as part of the TMRP. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 2 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF AGOURA HILLS will revise Table 2 of Exhibit A to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice to the PARTIES. The PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.
- d. Suspension of Consultant' Work. The CITY OF AGOURA HILLS may suspend or modify the Scope of Work being performed by any Consultant retained by the CITY OF AGOURA HILLS for implementation of any of the TMRP if any PARTY has not paid its invoice within ninety (90) days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.
- e. Remaining Funds or Invoices Due at Termination. Funds remaining in the possession of the CITY OF AGOURA HILLS at the end the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining non-delinquent and non-excluded PARTIES in accordance with the cost allocation formula in Table 2 of Exhibit A. If this MOU is terminated, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of termination.

Section 10. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the

PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. 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 e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain 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 any other PARTY unless expressly provided to the contrary by this MOU. 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.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered a Delinquent Party if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(b).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then 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.

- h. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

//
//
//

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

Mark J. Saladino, County Counsel

By _____
Deputy

Date

CITY OF AGOURA HILLS

By _____
William D. Koehler, Mayor

Date

ATTEST:

By _____
Kimberly Rodrigues, City Clerk

Date

APPROVED AS TO FORM:

By _____
Candice K. Lee, City Attorney

Date

CITY OF CALABASAS

By _____
David J. Shapiro, Mayor

Date

ATTEST:

By _____
Maricela Hernandez, City Clerk

Date

APPROVED AS TO FORM:

By _____
Scott H. Howard, City Attorney

Date

CITY OF HIDDEN HILLS

By _____
Marv Landon, Mayor

Date

ATTEST:

By _____
Deana L. Graybill, City Clerk

Date

APPROVED AS TO FORM:

By _____
Roxanne M. Diaz, City Attorney

Date

CITY OF MALIBU

By _____
Jim Thorsen, City Manager

Date

ATTEST:

By _____
Lisa Pope, City Clerk

Date

APPROVED AS TO FORM:

By _____
Christi Hogin, City Attorney

Date

CITY OF WESTLAKE VILLAGE

By _____
Mark Rutherford, Mayor

Date

ATTEST:

By _____
Beth Schott, City Clerk

Date

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

Date

**EXHIBIT A
MALIBU CREEK WATERSHED
COST SHARE FORMULA**

Table 1. Estimated Consultant Contract Costs

Item		Total Cost
Consultant Contract Cost	(a)	\$59,583.00
Contract Contingency	(b) = (a) x 10%	\$5,958.30
Contract Cost Subtotal	(c) = (a) + (b)	\$65,541.30
Management Fee	(d) = (c) x 10%	\$6,554.14
Total Cost to be Shared	(e) = (c) + (d)	\$72,095.44

Table 2. Cost Allocation Formula

Party	Jurisdictional Sites (CMS) ¹	Jurisdictional Weighting	Contract Cost Share ²
City of Agoura Hills	2	25.0%	\$18,023.86
City of Calabasas	2	25.0%	\$18,023.86
City of Hidden Hills	1	12.5%	\$9,011.93
City of Malibu	1	12.5%	\$9,011.93
City of Westlake Village	1	12.5%	\$9,011.93
County of Los Angeles	1	12.5%	\$9,011.93
Total	8	100%	\$72,095.44

¹ Based on number of TMRP Compliance Monitoring Sites (CMS) attributed to each jurisdiction.

² Share based on Item "e" in Table 1.

EXHIBIT B

Malibu Creek Watershed TMRP Responsible Agencies Representatives

1. City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Representative: Kelly Fisher
E-mail: kfisher@ci.agoura-hills.ca.us
Phone: (818) 597-7338

2. City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Representative: Alex Farassati
E-mail: afarassati@cityofcalabasas.com
Phone: (818) 224-1680

3. City of Hidden Hills
6165 Spring Valley Road
Hidden Hills, CA 91302
Representative: Joe Bellomo
E-mail: jbello@willdan.com
Phone: (805) 279-6856

4. City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Representative: Jennifer Brown
E-mail: jbrown@malibucity.org
Phone: (310) 456-2489 x 275

5. City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
Representative: Joe Bellomo
E-mail: jbello@willdan.com
Phone: (805) 279-6856

6. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue

Alhambra, CA 91803-1331
Representative: Giles Coon
E-mail: gcoon@dpw.lacounty.gov
Phone: (626) 458-7141