

## REPORT TO CITY COUNCIL

**DATE:** FEBRUARY 25, 2015

**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 MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF LOS ANGELES AND AGOURA HILLS FOR THE SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TMDL COORDINATED SHORELINE WATER QUALITY MONITORING PROGRAM

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The Santa Monica Bay beaches were designated as impaired and included on California's 1998 Clean Water Act (CWA) 303(d) list of impaired waters due to excessive amounts of coliform bacteria. The presence of high coliform bacteria concentrations in surface waters is an indication that water quality may not be sufficient to maintain the beneficial use of these waters for human body contact. The Los Angeles Regional Water Quality Control Board (Regional Board) released the first draft of the Santa Monica Bay Beaches Bacteria Total Maximum Load (SMBBB TMDL) on November 9, 2001. Later, the Regional Board staff decided to divide the SMBBB TMDL into two TMDLs; one for dry weather, and the other for wet weather. Both TMDLs were approved by the Environmental Protection Agency (EPA) in June 2003, and became effective on July 15, 2003. As a requirement for the TMDLs, the responsible agencies were required to submit a coordinated shoreline monitoring plan within 120 days of the effective dates.

On April 28, 2004, the Los Angeles Regional Water Quality Control Board (Regional Board) approved the Santa Monica Bay Beaches Bacterial TMDLs' Coordinated Shoreline Monitoring Plan (Monitoring Plan). The preparation of the Monitoring Plan was a collaborative effort amongst the agencies (Cities of Agoura Hills, Beverly Hills, Calabasas, Culver City, El Segundo, Hermosa Beach, Inglewood, Los Angeles, Malibu, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Santa Monica, Torrance, West Hollywood, and Westlake Village; County of Los Angeles, and Caltrans). The Monitoring Plan identified numerous monitoring locations along the shoreline of the Santa Monica Bay. Furthermore, it was determined locations (MC-1, MC-2, and MC-3) were receiving flow from the Malibu Creek Watershed.

Pursuant to the previous National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, the City of Los Angeles bore

the cost for monitoring site MC-2. The new NPDES MS4 Permit which became effective on December 28, 2012, incorporated the SMBBB TMDL, and contained new provisions which removed the City of Los Angeles' sole responsibility for this and other monitoring locations in the Monitoring Plan. The City of Los Angeles, however, has offered to continue its monitoring program based on an equitable land-based cost sharing between the agencies contributing flow to this site. Staff believes it is more efficient and cost-effective to have the City of Los Angeles' Environmental Monitoring Division perform the shoreline monitoring since they have demonstrated the expertise necessary to complete the sampling and reporting required by the Monitoring Plan.

The proposed breakdown of the annual costs are as follows:

<b>Agency</b>	<b>Agency Annual Total</b>
County of Los Angeles	\$14,891.16
City of Thousand Oaks	\$4,710.67
<b>City of Agoura Hills</b>	<b>\$3,876.64</b>
City of Calabasas	\$3,203.58
City of Westlake Village	\$2,650.31
City of Malibu	\$401.29
Caltrans	\$256.05
City of Hidden Hills	\$78.61
Cal. Dept. Rec. & Parks	\$39.68

The proposed agreement would expire on June 30, 2016, and has been reviewed and approved as to form by the City Attorney.

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the Memorandum of Agreement between the Cities of Los Angeles and Agoura Hills for the Santa Monica Bay Dry and Wet Weather Bacteria Total Maximum Daily Loads Coordinated Shoreline Water Quality Monitoring Program.
2. Authorize the Mayor to sign the Memorandum of Agreement on behalf of the City Council.

Attachment: Memorandum of Agreement

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
CITY OF AGOURA HILLS**

**SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TOTAL MAXIMUM  
DAILY LOADS COORDINATED SHORELINE WATER QUALITY MONITORING  
PROGRAM**

This Memorandum of Agreement ("MOA") is made and entered into by and between the City of Los Angeles, a municipal corporation, and the City of Agoura Hills ("Agoura Hills"), collectively referred to herein as the "Parties" or individually as "Party".

**RECITALS**

**WHEREAS**, on January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("LARWQCB") adopted Resolution No. 2002-004 ("Resolution 2002-004"), establishing the limit for the Total Maximum Daily Loads for bacteria during dry-weather for Santa Monica Bay Beaches; and

**WHEREAS**, on December 12, 2002, the LARWQCB adopted Resolution No. 2002-022 ("Resolution 2002-022"), establishing the limit for the Total Maximum Daily Loads (TMDLs) for bacteria during wet-weather for Santa Monica Bay Beaches; and

**WHEREAS**, Resolutions 2002-004 and Resolution 2002-022 are jointly referred to herein as "Bacteria TMDLs"; and

**WHEREAS**, the Bacteria TMDLs became effective on July 15, 2003, and

**WHEREAS**, the Bacteria TMDLs address documented bacteriological water quality impairments at forty-four (44) beaches from the Los Angeles/Ventura County line (to the northwest) to Outer Cabrillo Beach (just south of the Palos Verdes Peninsula); and

**WHEREAS**, the LARWQCB adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit) on November 8, 2012; and

**WHEREAS**, the MS4 Permit became effective on December 28, 2012 and requires that Agoura Hills, 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, including the provisions of Bacteria TMDL; and

**WHEREAS**, the Bacteria TMDLs identify as responsible agencies and jurisdictions, the County of Los Angeles, City of Los Angeles, Agoura Hills, Calabasas, Santa Monica, Rancho Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills, Rolling Hills Estates, Manhattan Beach, Hermosa Beach, Malibu, El Segundo, Culver City, West Hollywood, Beverly Hills, Westlake Village, Inglewood, Torrance, and the State of California through its Department of Transportation (Caltrans) (collectively herein referred to as Agencies, or individually as Agency); and

**WHEREAS**, the monitoring plan entitled, "Santa Monica Bay Beaches Bacterial TMDLs' Coordinated Shoreline Monitoring Plan ("Monitoring Plan") was prepared by the Agencies and approved by the LARWQCB on April 28, 2004; and

**WHEREAS**, the agencies responsible for cost share of shoreline monitoring performed by the City of Los Angeles Environmental Monitoring Division (EMD), are listed in Exhibit A: and

**WHEREAS**, City of Los Angeles has the expertise and equipment to perform monitoring services consistent with the Monitoring Plan (hereinafter referred to as Monitoring Services); and

**WHEREAS**, Agoura Hills desires to enter into a new agreement to continue the Monitoring Services being performed by City of Los Angeles; and

**WHEREAS**, the City of Los Angeles will enter into separate new agreements with all of the Agencies listed in Exhibit A to continue the Monitoring Services; and

**WHEREAS**, Agoura Hills has agreed to provide its share of funding, subject to annual budget approval, to the City of Los Angeles for their performance of Monitoring Services on Agoura Hills' behalf at locations identified in Exhibit A and the City of Los Angeles is willing to provide the Monitoring Services and to be reimbursed in accordance with Article IV and Exhibit B of this MOA.

**NOW, THEREFORE**, in consideration of the mutual benefits and of the promises herein contained, the Parties hereby agree as follows:

## **MEMORANDUM OF AGREEMENT**

### **ARTICLE I – Purpose of MOA**

- 1. Purpose of MOA** – The purpose of this MOA is to memorialize Agoura Hills' and City of Los Angeles' willingness to coordinate the payment for and performance of Monitoring Services that are consistent with the provisions of the Monitoring Plan and the Bacteria TMDLs.

2. **Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan (Monitoring Plan).** The approved Coordinated Monitoring Plan (CMP) identifies three monitoring agencies to perform sampling and analysis of the shoreline monitoring stations along the Santa Monica Bay. Exhibit A shows monitoring stations that are assigned to the City of Los Angeles Environmental Monitoring Division to be monitored at the specified frequency.

#### **ARTICLE II- Responsibilities of City of Los Angeles**

1. **Monitoring** – The City of Los Angeles will perform all Monitoring Services consistent with the time frames set forth in the Monitoring Plan and Bacteria TMDLs at locations as indicated in Exhibit A on behalf of Agencies including Agoura Hills.
2. **Cost per monitoring location** – The City of Los Angeles, in consultation with the Agencies, has established each Agency's share of cost for the Monitoring Services based on its jurisdictional land area in Exhibit A. The cost allocation percentages among Agencies and the estimated cost for each monitoring location are shown in Exhibit A.
3. **Reports** – The City of Los Angeles will submit monitoring reports to the LARWQCB each month and forward a copy to Agoura Hills.
4. **Exceedance** – The City of Los Angeles will conduct accelerated monitoring according to existing Los Angeles County Department of Health Services protocol at each location where exceedance is detected. Exceedance will be determined according to the Monitoring Plan. The City of Los Angeles will provide additional accelerated monitoring at the request of Agoura Hills. This MOA does not include any research or investigation of the reason(s) or source(s) that caused the exceedance.

#### **ARTICLE III – Responsibilities of Agoura Hills**

1. **Documentation** – Agoura Hills agrees to provide all requested information and documentation to the City of Los Angeles that is deemed necessary to perform the Monitoring Services at no cost to City of Los Angeles.
2. **Grant of Access Rights** – During the term of this MOA, Agoura Hills grants City of Los Angeles the right of access and entry to, but not limited to, all Agoura Hills accessed storm drains, channels, creeks, beaches, and existing monitoring stations at beaches subject to this MOA at all reasonable times for the purpose of performing the duties and obligations described in this MOA.
3. **Cost Reimbursement** – Agoura Hills agrees to reimburse the City of Los Angeles for the amount as shown in Exhibit B annually for the systematic weekly or daily monitoring, and accelerated monitoring.



#### **ARTICLE IV – Invoice and Payment**

1. **Annual Payment** – Agoura Hills shall pay the City of Los Angeles their respective share of cost for Monitoring Services as shown in Exhibit B within 45 days of receipt of the invoice from the City of Los Angeles. The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst the City of Los Angeles and the Agencies listed in Exhibit A. The Annual Payment will be increased by 3% for inflation annually beginning Fiscal Year 2014-15.
2. **Invoice** – The City of Los Angeles will invoice Agoura Hills for the annual payment in January of each year for the period of July 2013 – June 2016, beginning January 2014, or upon the execution of this Agreement, whichever is later.

#### **ARTICLE V – Term of MOA**

1. This MOA shall become effective on the date of execution by the last Party and it shall remain and continue in effect until June 30, 2016. Agoura Hills agrees that any costs incurred by the City of Los Angeles for monitoring performed between July 1, 2013 and the execution date of this MOA be cost-shared by the Agencies, and Agoura Hills agrees to pay its proportional share of these costs. The costs and invoicing amount for the period of July 2013 – June 2014 as contained in Exhibit A are based on continuation of the Monitoring Services as of July 1, 2013.
1. During the unexpired term of this MOA, a Party may request that the other Party negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of any of the following changed circumstances:
  - A. There is a material change in the regulatory framework for stormwater and urban runoffs;
  - B. There is a proposed change, either addition or deletion of monitoring locations, tests and frequency of tests.
  - C. There is a material change in the cost of providing monitoring in the approved locations;
2. Either Party may elect to terminate this MOA for any reason in whole or in part upon 30-days written notice to the other party. The terminating Party shall remain responsible for its proportionate share of the costs for Monitoring Services performed up to the effective

date of termination. The City of Los Angeles shall notify in writing all Agencies within fourteen (14) days of receiving written notice from any Party that intends to terminate this MOA. If one of the Agencies elects to withdraw from cost sharing of Monitoring Services before the end of the term of this MOA, the remaining cost share may be distributed among the other Agencies based on the existing cost allocation formula, subject to advance written amendment of Exhibits A and B agreed upon by the remaining Agencies.

3. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until either Agoura Hills requests Los Angeles in writing to cease the Monitoring Services or a new MOA is executed for employing City of Los Angeles to perform the Monitoring Services on behalf of Agoura Hills, but not to exceed twelve (12) months. The cost for the monthly monitoring shall be one- twelfth of the previous annual cost.

#### **ARTICLE VI – General Provisions**

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

City of Los Angeles:

Invoice:

City of Los Angeles  
Bureau of Sanitation  
Public Works Building  
1149 S. Broadway, 9<sup>th</sup> floor  
Los Angeles CA 90015  
Attention: Financial Management Division  
Fax No.: 213-485-4269

Others:

Hyperion Treatment Plant  
Bureau of Sanitation  
12000 Vista Del Mar  
Harry Pregerson Technical Support Facility

Playa Del Rey CA 90293  
Attention: Environment Monitoring Division  
Fax No.: (310) 648-5731  
E-mail address: emd@san.lacity.org

Agoura Hills:

Invoices -  
City of Agoura Hills  
Department of Public Works  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attention: Kelly Fisher

2. **Relationship of the Parties**– The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOA.
3. **Cooperation, Further Acts**–Parties shall cooperate fully with one another to attain the purposes of this MOA.
4. **Amendments** – All amendments to this MOA must be in writing and executed by the Parties in the same manner as this MOA.
5. **Indemnification** –
  - a) Pursuant to Government Code Section 895.4 and 895.6, each Party shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
  - b) Each Party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
  - c) In the event of third-party loss caused by negligence, wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to



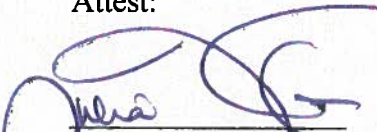
its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

6. **Governing Law** – This MOA is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
7. **Severability**– If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.
8. **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

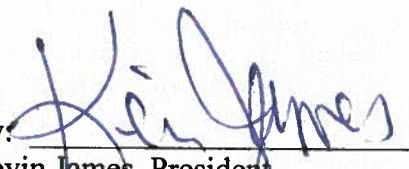
**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of Agoura Hills on the day, month, and year indicated on the following page. On behalf of City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below.

**CITY OF LOS ANGELES** C-125139

Attest:

  
Holly L. Wolcott  
Interim City Clerk 12-26-14



By:   
Kevin James, President  
Board of Public Works

APPROVED AS TO FORM:

Mike Feuer City Attorney

By: 

Laurie Rittenberg  
Assistant City Attorney

**CITY OF AGOURA HILLS**

Attest:

Illece Buckley, Mayor

Kimberly Rodrigues, MMC, City Clerk

Approved as to Form:

Candice K. Lee, City Attorney



**COST SHARING PERCENTAGES BY AGENCY - Excl Ventura County  
(EMD Review)**

TMDL Monitoring Station	CLA Historical Designation	SM Baykeeper ID	Systematic Monitoring Cost	Estimated Accelerated Monitoring Cost	Estimated Exceedances	County of Los Angeles (%)	Caltrans (%)	Cal. Dept Rec. & Parks (%)	City of Malibu (%)	City of Los Angeles (%)	City of Calabasas (%)	City of Segundo (%)	City of Santa Monica (%)	City of Thousand Oaks (%)	City of Agoura Hills (%)	City of Westlake Village (%)	City of Hidden Hills (%)	Total (%)
1-03	El Posadero State B	open	\$0	\$0	0	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-03	**El Matador State B	open	\$8,022	\$495	4	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-06	**Walnut Creek/PCove	S14130	\$8,022	\$2,473	20	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-08	**Bacodido Creek	S14150	\$8,022	\$2,473	20	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-10	**Solstice Creek	S14290	\$8,022	\$2,473	20	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-12	**Mario Canyon SD	S2D170	\$8,022	\$2,473	20	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-13	**Sweetwater Canyon	S3D10	\$8,022	\$1,236	10	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-14	**Las Flores Creek	S3D150	\$8,022	\$1,236	10	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-16	**Pena Creek	S4460	\$8,022	\$618	5	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-17	**Tuna Canyon	S54175	\$8,022	\$0	0	73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-18	*Topanga Cyn	s5d315	\$30,108	\$0	30	73.79	1.23	0.37	24.23	0.05	0.32							100.00
SMB-0-1	**Paradise Cove	S1440	\$8,022	\$1,855	15	73.79	1.23	0.37	24.23	0.05	0.32							100.00
SMB-0-2	**Puerco Canyon SD	s2d140	\$8,022	\$1,855	15	73.79	1.23	0.37	24.23	0.05	0.32							100.00
2-01	**Castlerock SD	S54480	\$8,022	\$1,855	15	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-02	**Santa Ynez SD	S6d30	\$8,022	\$247	2	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-4	**Pulga Cyn SD	s6d109	\$8,022	\$618	5	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-7	*Santa Monica Cyn SD	s6d230	\$30,108	\$0	20	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-10	**Culver SD	s9d10	\$8,022	\$618	5	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-11	**N. Westchester SD	S9d50	\$8,022	\$742	6	2.34	0.88	2.49		88.90		6.05	1.38					100.00
2-13	**Imperial Hwy SD	s9d70	\$8,022	\$618	5	2.34	0.88	2.49		88.90		6.05	1.38					100.00
SMB-0-4	**	s6d50	\$1,855	\$0	0	2.34	0.88	2.49		88.90		6.05	1.38					100.00
SMB-0-5	**	s6d90	\$1,855	\$0	0	2.34	0.88	2.49		88.90		6.05	1.38					100.00
3-3	*Santa Monica Pier	s7d5	\$30,108	\$0	30		0.51	1.78		48.92			50.80					100.00
3-4	*Pico-Kenter SD	s7d10	\$30,108	\$0	20		0.51	1.78		48.92			50.80					100.00
3-5	*Ashland SD	s7d20	\$30,108	\$0	10		0.51	1.78		48.92			50.80					100.00
3-06	**Rose SD	S7d50	\$8,022	\$1,878	16		0.51	1.78		48.92			50.80					100.00
3-8	**Windward Ave SD	s7d80	\$8,022	\$618	5		0.51	1.78		48.92			50.80					100.00
MC-2	*Malibu Creek	s2d290	\$30,108	\$0	60	49.46	0.85	0.13	1.33		10.64			15.65	12.88	8.60	0.26	100.00
<b>SubTotal</b>			<b>\$298,369</b>	<b>\$24,461</b>	<b>368</b>													
<b>Grand Total</b>			<b>\$322,849</b>															
<i>New Monitoring Cost for 2013-2016. Exhibit A and B reflect 13/14 costs only.</i>																		
<i>Daily monitoring</i>																		
<i>Weekly monitoring</i>																		
			FY 13/14	FY 14/15 3%	FY 15/16 3%													
	<b>Cost per exceedance:</b>		\$123.64	\$127.38	\$131.17													
	<b>For daily monitored sites</b>		\$0.00	\$0.00	\$0.00													
	<b>Cost per sample:</b>		\$116.80	\$119.27	\$122.85													
	<b>Cost per observation :</b>		\$31.93	\$32.78	\$33.77													

Green font reflects change in estimated exceedance monitoring



**ESTIMATED ANNUAL MONITORING SERVICE COST BY AGENCY - Excl Ventura County  
(EMD Review)**

TMDL Monitoring Station	County of Los Angeles		Caltrans		Cal. Dept Rec. & Parks		City of Malibu		City of Los Angeles		City of Calabasas		City of El Segundo		City of Santa Monica		City of Thousand Oaks		City of Agoura Hills		City of Westlake Village		City of Hidden Hills	
	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost
1-02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-03	\$4,443.38	\$364.94	\$74.01	\$8.08	\$22.34	\$1.83	\$1,459.24	\$119.85	\$3.13	\$0.28	\$19.51	\$1.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-06	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-08	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-10	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-12	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-13	\$4,443.38	\$912.35	\$74.01	\$15.20	\$22.34	\$4.59	\$1,459.24	\$299.82	\$3.13	\$0.84	\$19.51	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-14	\$4,443.38	\$912.35	\$74.01	\$15.20	\$22.34	\$4.59	\$1,459.24	\$299.82	\$3.13	\$0.84	\$19.51	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-16	\$4,443.38	\$456.17	\$74.01	\$7.60	\$22.34	\$2.29	\$1,459.24	\$149.81	\$3.13	\$0.32	\$19.51	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-17	\$4,443.38	\$0.00	\$74.01	\$0.00	\$22.34	\$0.00	\$1,459.24	\$0.00	\$3.13	\$0.00	\$19.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-18	\$22,216.90	\$0.00	\$370.08	\$0.00	\$111.69	\$0.00	\$7,298.18	\$0.00	\$15.84	\$0.00	\$97.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-1	\$4,443.38	\$1,388.52	\$74.01	\$22.79	\$22.34	\$6.88	\$1,459.24	\$449.43	\$3.13	\$0.98	\$19.51	\$6.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-2	\$4,443.38	\$1,388.52	\$74.01	\$22.79	\$22.34	\$6.88	\$1,459.24	\$449.43	\$3.13	\$0.98	\$19.51	\$6.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-01	\$140.90	\$43.40	\$51.50	\$15.88	\$149.65	\$46.09	\$0.00	\$0.00	\$5,232.54	\$1,611.58	\$0.00	\$0.00	\$364.08	\$112.13	\$82.92	\$25.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-02	\$140.90	\$5.79	\$51.50	\$2.11	\$149.65	\$6.15	\$0.00	\$0.00	\$5,232.54	\$214.88	\$0.00	\$0.00	\$364.08	\$14.95	\$82.92	\$3.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-4	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.38	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-7	\$704.52	\$0.00	\$257.51	\$0.00	\$748.25	\$0.00	\$0.00	\$0.00	\$26,162.70	\$0.00	\$0.00	\$0.00	\$1,820.41	\$0.00	\$414.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-10	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.38	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-11	\$140.90	\$17.36	\$51.50	\$6.34	\$149.65	\$18.44	\$0.00	\$0.00	\$5,232.54	\$644.83	\$0.00	\$0.00	\$364.08	\$44.85	\$82.92	\$10.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-13	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.38	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-4	\$38.73	\$0.00	\$14.16	\$0.00	\$41.13	\$0.00	\$0.00	\$0.00	\$1,438.27	\$0.00	\$0.00	\$0.00	\$100.08	\$0.00	\$22.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-5	\$38.73	\$0.00	\$14.16	\$0.00	\$41.13	\$0.00	\$0.00	\$0.00	\$1,438.27	\$0.00	\$0.00	\$0.00	\$100.08	\$0.00	\$22.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-3	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-4	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-5	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-06	\$0.00	\$0.00	\$30.71	\$10.09	\$106.90	\$35.12	\$0.00	\$0.00	\$2,825.33	\$928.19	\$0.00	\$0.00	\$0.00	\$0.00	\$3,058.67	\$1,004.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-8	\$0.00	\$0.00	\$30.82	\$3.16	\$106.90	\$10.97	\$0.00	\$0.00	\$2,825.21	\$290.05	\$0.00	\$0.00	\$0.00	\$0.00	\$3,058.67	\$314.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MC-2	\$14,891.16	\$0.00	\$256.05	\$0.00	\$39.68	\$0.00	\$401.29	\$0.00	\$0.00	\$0.00	\$3,203.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,710.67	\$0.00	\$3,876.64	\$0.00	\$2,650.31	\$0.00	\$78.61	\$0.00
<b>Subtotal</b>	<b>\$87,613</b>	<b>\$12,792</b>	<b>\$2,559</b>	<b>\$265</b>	<b>\$3,943</b>	<b>\$227</b>	<b>\$23,749</b>	<b>\$4,165</b>	<b>\$108,513</b>	<b>\$5,310</b>	<b>\$3,516</b>	<b>\$56</b>	<b>\$4,205</b>	<b>\$284</b>	<b>\$52,955</b>	<b>\$1,384</b>	<b>\$4,711</b>	<b>\$0</b>	<b>\$3,877</b>	<b>\$0</b>	<b>\$2,650</b>	<b>\$0</b>	<b>\$78</b>	<b>\$0</b>
<b>Total</b>	<b>\$100,404.21</b>	<b>\$2,623.62</b>	<b>\$4,169.33</b>	<b>\$27,913.80</b>	<b>\$113,823.00</b>	<b>\$3,571.39</b>	<b>\$4,489.12</b>	<b>\$54,338.75</b>	<b>\$4,710.67</b>	<b>\$3,876.64</b>	<b>\$2,650.31</b>	<b>\$78.61</b>												

GRAND TOTAL \$322,849

**EXHIBIT B**

Note 1: Red font denotes additions with sites that were the sole responsibility of the City under the old MS4 permit. With the new permit (effective 12/28/13) they are now subject to cost-sharing and the financial obligation of responsible agencies.

Note 2: Green font reflects changes to cost due to change in exceedance monitoring