

## REPORT TO CITY COUNCIL

**DATE:** APRIL 13, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

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

**SUBJECT:** APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AGOURA HILLS AND THE COUNTY OF LOS ANGELES, LOS ANGELES FLOOD CONTROL DISTRICT, AND THE CITIES OF CALABASAS, HIDDEN HILLS, AND WESTLAKE VILLAGE FOR THE MALIBU CREEK WATERSHED COORDINATED INTEGRATED MONITORING PROGRAM

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The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) Order No. R4-2012-0175 established new water quality monitoring requirements for stormwater and non-stormwater discharges within the coastal watersheds of Los Angeles County.

The MS4 Permit, which is a highly complex document, allowed the flexibility to coordinate and streamline monitoring efforts to meet the compliance monitoring requirements by developing a Coordinated Integrated Monitoring Program (CIMP). The Malibu Creek Watershed Enhanced Watershed Management Program (MCW EWMP) group consisting of the County of Los Angeles, Los Angeles Flood Control District, and the cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village worked together to develop the CIMP for the Malibu Creek Watershed. The CIMP was conditionally approved by the Los Angeles Regional Water Quality Board on January 21, 2016; which stated the monitoring program must commence by April 20, 2016.

The City of Agoura Hills (City) currently administers the compliance monitoring program on behalf of the MCW EWMP group. Pending City Council approval of a professional consulting services with Larry Walker Associates, the current breakdown of the proposed CIMP annual costs are as follows:

Agency	Acres	Percent of EWMP Area	Year 1	Year 2	Year 3
County of Los Angeles	19,228	58.3%	\$387,953.79	\$362,195.29	\$313,764.46
City of Agoura Hills	5,178	15.7%	\$104,473.93	\$97,537.30	\$84,495.13
City of Calabasas	4,941	15.0%	\$99,692.10	\$93,072.96	\$80,627.74

City of Westlake Village	3,540	10.7%	\$71,424.82	\$66,682.51	\$57,766.08
City of Hidden Hills	105	0.3%	\$2,118.53	\$1,977.87	\$1,713.40
LA County Flood Control District	-	-	\$35,034.90	\$32,708.73	\$28,335.10

Since the CIMP is inclusive of multiple agencies, an agreement will need to be executed with the watershed agencies to provide a fair share of the contract based on jurisdictional area, a 10% contingency, and a 5% 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 estimated fair share for the City will be accounted for in future stormwater budgets.

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

### **RECOMMENDATION**

Staff respectfully recommends the City Council approve the memorandum of understanding between the City of Agoura Hills and the County of Los Angeles, Los Angeles Flood Control District, and the cities of Calabasas, Hidden Hills, and Westlake Village for the Malibu Creek Watershed Coordinated Integrated Monitoring Program.

Attachments: Memorandum of Understanding

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

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING  
THE COORDINATED INTEGRATED MONITORING PROGRAM AND NECESSARY  
REPORTS FOR THE MALIBU CREEK WATERSHED**

This Memorandum of Understanding ("MOU" or "AGREEMENT"), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("LACFCD"), a body corporate and politic, the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, and the CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS 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 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 LACFCD, 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 that include a number of Total Maximum Daily Loads (TMDLs); 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 entered into an agreement on August 19, 2013 regarding the administration and cost sharing for development of the Malibu Creek Watershed Enhanced Watershed Management Program ("EWMP") and Coordinated Integrated Monitoring Program ("CIMP") for the Malibu Creek Watershed; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and conditionally approved by the Regional Board Executive Officer on January 21, 2016; and



WHEREAS, the PARTIES have agreed to collaborate on the compliance of 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 costs in the implementation of the Malibu Creek CIMP as set forth in Table 2 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES desire to transfer the unused funds from the prior Malibu Creek Bacteria TMDL Compliance Monitoring Plan ("CMP") and the Malibu Creek Watershed Trash TMDL Trash Monitoring and Reporting Plan implementation agreements, currently held by the CITY OF AGOURA HILLS, toward future annual invoices issued for cost of work performed under this AGREEMENT; and

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

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work ("SOW") set forth in Exhibit C and Request for Proposals ("RFP") to obtain a consultant ("Consultant") to assist the PARTIES in implementing and complying with the CIMP; and

WHEREAS, the PARTIES have determined that hiring the Consultant to implement the CIMP to install monitoring equipment, obtain permits, conduct monitoring, coordinate laboratory analysis, advise on potential revisions to the CIMP, and provide reporting of stormwater samples will be beneficial to the PARTIES; and

WHEREAS, the PARTIES propose for the Consultant to implement the CIMP in accordance with the Exhibit C (Scope of Work), at a total cost not to exceed \$1,921,574.66 which includes a 5% project administrative fee, and a 10% contingency; and

WHEREAS, the PARTIES have agreed to have their PARTY Representatives identified in Exhibit B provide technical and project management oversight for the implementation of the CIMP and this AGREEMENT; and

WHEREAS, the CITY OF AGOURA HILLS will act on behalf of the PARTIES in the administration of the Consultant's professional services agreement for implementation of the CIMP;

WHEREAS, the LACFCD will act on behalf of the PARTIES to monitor bacteria, nutrients, and chlorophyll-a, at LACFCD's Malibu Creek Mass Emission Station; and

WHEREAS, other entities subject to their own NPDES Permit and/or named as responsible agencies in a TMDL may participate in applicable portions of the CIMP by amendment to this MOU, with the concurrence of the PARTIES;

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 Malibu Creek CIMP and to coordinate the payment and performance of the Consultant's services in implementing the CIMP.

**Section 3. Cooperation.**

- a. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.
- b. The PARTIES agree that substantiated costs incurred by the CITY OF AGOURA HILLS and the LACFCD for implementing certain requirements of the CIMP and MS4 Permit until MOU execution shall be cost-shared by the PARTIES.

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

**Section 5. Term.** This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect for 5 years after the last date of execution.

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

- a. Consultant Services. To facilitate the PARTIES selection of a Consultant for implementation of the CIMP, and to administer the Consultant's contract in accordance with Exhibit C, prepared by the PARTIES, and any subsequent changes to the CIMP 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 contracts at a rate of five percent (5 %) of each PARTY'S contract cost as described in Table 2 of Exhibit A.
- b. LACFCD Facilities/Mass Emissions Station. To assist the Consultant in obtaining any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties

(FACILITIES), provided CITY OF AGOURA HILLS and its Consultant provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.

- c. Report. To submit reports to the Regional Board as described in the CIMP 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 CIMP Annual Report and completed CIMP Annual Report within 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.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A, reduced by the amount of any credit for unused funds owed to the respective PARTIES under the prior CMP Agreement. The annual payments for the period of July 1 through June 30 will be invoiced in May of that year. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of implementation of the CIMP.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the Consultant's contract and the implementation of the CIMP. The CITY OF AGOURA HILLS will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Contingency. The CITY OF AGOURA HILLS will 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.
- g. Accounting. To provide an accounting upon termination of this MOU within 180 days of said termination. At the completion of the accounting, the CITY OF AGOURA HILLS shall return any unused portion of all funds deposited with the CITY OF AGOURA HILLS within 180 days of said termination in accordance with the cost allocation formula set forth in Table 2 of Exhibit A, as described below in Section 10(e).
- h. 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.

- i. Payments to Third Parties. The CITY OF AGOURA HILLS shall have no obligation to pay the 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. LACFCD Responsibilities.** The LACFCD agrees:

- a. LACFCD Mass Emissions Station (MES) Monitoring. To provide available monitoring data from the existing MES owned and operated by the LACFCD. Data will be limited to water column chemistry and aquatic toxicity.
- b. Additional Monitoring at LACFCD Mass Emissions Station. To coordinate with the CITY OF AGOURA HILLS for additional monitoring required by the CIMP at its existing MES. The cost of additional monitoring shall be cost-shared in accordance with Exhibit A.
- c. Access to LACFCD Facilities/Mass Emissions Station. To grant access to the CITY OF AGOURA HILLS and its Consultant to LACFCD FACILITIES, to achieve the purposes of this MOU, provided the CITY OF AGOURA HILLS and its Consultant obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- d. Monitoring Services. To implement the additional monitoring and reporting requirements at LACFCD's MES and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. LACFCD will comply with all applicable procurement requirements.
- e. Report. To submit the data to the CITY OF AGOURA HILLS or its Consultant to be incorporated and submitted to the REGIONAL BOARD as described in the CIMP. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., the latest Stormwater Monitoring Coalition Standard Data Transfer Format, or California Environmental Data Exchange Network format.

**Section 8. Parties Further Agree.** The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay the CITY OF AGOURA HILLS and the LACFCD for their proportional shares of the estimated cost for the implementation of the CIMP, the project administration and of the Consultant's contracts not exceeding the invoice amounts as shown in

Table 2 of Exhibit A, no later than 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 CIMP 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(f).

- 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 CIMP.
- 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 FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the Consultant 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.
- e. Reconciliation of Prior CMP Agreement. That the CITY OF AGOURA HILLS may apply any unused funds it is holding pursuant to the prior CMP Agreements as a credit toward invoices issued under this MOU, as described in Section 6(d). The PARTIES agree that such payments will fulfill the obligations of the CITY OF AGOURA HILLS under the prior CMP Agreements to return unused funds.
- f. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOU will be drafted with the concurrence of the MS4 Permittees.

#### **Section 9. 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 agreements



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. These requirements will also apply to any subcontractors hired by the Consultant.

- 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 their insurance.

#### **Section 10. 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 CIMP 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 15<sup>th</sup> the withdrawing PARTY shall also be responsible for its share of the implementation costs of the CIMP through the end of the following monitoring year (e.g., If a PARTY withdraws on December 16, 2016, said PARTY is responsible for its share of costs for both monitoring year 2016-2017 and monitoring year 2017-2018. If the same PARTY withdraws on or before December 15, 2016, said PARTY is responsible for costs only for monitoring year 2016-2017, not for monitoring year 2017-2018). Such implementation costs of the CIMP 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 60th 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 CIMP 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 CIMP.
- c. **Delinquent Payments.** A PARTY's payment shall be delinquent if its invoiced payment is not received by the CITY OF AGOURA HILLS within 60 days after the invoice's date. 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) verbally contact the representative of the PARTY; 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 CIMP, 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 CIMP and all reports

required as part of the CIMP. 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 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's Work. The CITY OF AGOURA HILLS may unilaterally suspend or modify the Scope of Work being performed by any Consultant retained by the CITY OF AGOURA HILLS for implementation of the CIMP if any PARTY has not paid its invoice within 90 days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.
- e. Remaining Funds or Invoices Due at Termination. If this MOU is mutually terminated by all PARTIES, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of 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 Agreement, whichever occurs earlier, shall be returned to the then remaining non-delinquent and non-excluded PARTIES within 180 days of said termination in accordance with the cost allocation formula in Table 2 of Exhibit A. Subject to agreement by the CITY OF AGOURA HILLS, 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.

#### **Section 11. 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 C 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 C. 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 C.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit C. 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 8(a) or withdraws pursuant to Section 10(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 MOA 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, nor 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 11(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:

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**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
GAIL FARBER, Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Senior Associate

\_\_\_\_\_  
Date



**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
GAIL FARBER, Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Senior Associate

\_\_\_\_\_  
Date

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Harry Schwarz, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Kimberly M. Rodrigues, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Candice K. Lee, City Attorney

\_\_\_\_\_  
Date

**CITY OF CALABASAS**

By \_\_\_\_\_  
NAME, POSITION

\_\_\_\_\_  
Date

**ATTEST:**

By \_\_\_\_\_  
NAME, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
NAME, City Attorney

\_\_\_\_\_  
Date



CITY OF HIDDEN HILLS

By \_\_\_\_\_  
Marv Landon, Mayor

\_\_\_\_\_  
Date

ATTEST:  
By \_\_\_\_\_  
Cherie L. Paglia, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Roxanne M. Diaz, City Attorney

\_\_\_\_\_  
Date

CITY OF WESTLAKE VILLAGE

By \_\_\_\_\_  
Ned E. Davis, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Beth Schott, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Terence Boga, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A  
MALIBU CREEK WATERSHED  
CIMP COST SHARING TABLES**

**Table 1. Estimated Consultant Contract Costs**

Item		Year 1	Year 2	Year 3
Consultant Contract Cost	(a)	\$606,665.00	\$566,385.00	\$490,651.00
Contract Contingency	(b) = (a) x 10%	\$60,666.50	\$56,638.50	\$49,065.10
Contract Cost Subtotal	(c) = (a) + (b)	\$667,331.50	\$623,023.50	\$539,716.10
Management Fee	(d) = (c) x 5%	\$33,366.58	\$31,151.18	\$26,985.81
LACFCD 5% Allocation	(e) = ((c) + (d)) x 5%	\$35,034.90	\$32,708.73	\$28,335.10
Total Cost to be Shared	(f) = (c) + (d) - (e)	\$665,663.17	\$621,465.94	\$538,366.81
Total Cost Per Year	(g) = (e) + (f)	\$700,698.08	\$654,174.68	\$566,701.91

**Table 2. Cost Allocation Formula**

Party	Acres	Percent of Area <sup>(2)</sup>	Year 1 <sup>(3)</sup>	Year 2 <sup>(3)</sup>	Year 3 <sup>(3)</sup>	Total Cost
City of Agoura Hills	5,178	15.7%	\$104,473.93	\$97,537.30	\$84,495.13	\$286,506.36
City of Calabasas	4,941	15.0%	\$99,692.10	\$93,072.96	\$80,627.74	\$273,392.80
City of Hidden Hills	105	0.3%	\$2,118.53	\$1,977.87	\$1,713.40	\$5,809.80
City of Westlake Village	3,540	10.7%	\$71,424.82	\$66,682.51	\$57,766.08	\$195,873.41
County of Los Angeles	19,228	58.3%	\$387,953.79	\$362,195.29	\$313,764.46	\$1,063,913.54
Los Angeles County Flood Control District <sup>(1)</sup>	-	-	\$35,034.90	\$32,708.73	\$28,335.10	\$96,078.73
<b>Totals</b>	<b>32,992</b>	<b>100%</b>	<b>\$700,698.08</b>	<b>\$654,174.68</b>	<b>\$566,701.91</b>	<b>\$1,921,574.66</b>

(1) Los Angeles County Flood Control District's cost share equals 5% of total costs as expressed by "(e)" in Table 1.

(2) Based on percent of land in each Party area of the EWMP area (excludes Angeles National Forest land)

(3) Percent of Area multiplied by the (f) of Table 1 and the corresponding year; LACFCD cost is determined by Item e of Table 1.



## EXHIBIT B

### Malibu Creek Watershed CIMP Responsible Agencies Representatives

<p>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</p>	<p>City of Calabasas 100 Civic Center Way Calabasas, CA 91302 Representative: Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1680</p>
<p>City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302 Representative: Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856</p>	<p>City of Westlake Village 31200 Oak Crest Drive Westlake Village, CA 91361 Representative: Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856</p>
<p>County of Los Angeles Flood Control District 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</p>	<p>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</p>

**EXHIBIT C**

**Malibu Creek Watershed CIMP  
Implementation Scope of Work**

# Coordinated Integrated Monitoring Program for the Malibu Creek Watershed

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## Request for Proposals

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4/4/2016



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**Attachments (by Reference Only)**

- Attachment A.....Malibu Creek Watershed (MCW) Coordinated Integrated Monitoring Plan
- Attachment B.....Standard Plans 3099 for Water Quality Monitoring Stations

## **Purpose**

The City of Agoura Hills, on behalf of the Malibu Creek Watershed Enhanced Watershed Management Program Group (MCW EWMP Group), comprising the Cities of Agoura Hills, Hidden Hills, Westlake Village, and Calabasas (Cities), County of Los Angeles (County), and the Los Angeles County Flood Control District (LACFCD), is requesting the services of a consultant to implement the Malibu Creek Watershed Coordinated Integrated Monitoring Program (CIMP). The term of services is for three (3) years (estimated from April 20, 2016 to June 30, 2019) with two (2) possible one-year extensions.

## **Background**

The MCW EWMP Group submitted the Draft CIMP to the Regional Board on June 24, 2015. The CIMP was subsequently approved with conditions by the Regional Board on January 21, 2016. The CIMP was revised and resubmitted to the Regional Board on February 11, 2016. The Regional Board's final approval of the CIMP is pending.

The geographic scope of this monitoring program is the portion of the Malibu Creek (MCW) located within Los Angeles County and the Cities of Agoura Hills, Hidden Hills, Westlake Village and Calabasas that is regulated by the Los Angeles County Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 (MS4 Permit). The Malibu Creek Watershed is located in the Los Angeles and Ventura Counties in Southern California. The watershed covers a 109 square mile area from the Santa Monica Mountains to Santa Monica Bay. The Malibu Creek Watershed includes several streams and lakes that flow primarily to the south and southeast directions into Malibu Creek and toward Malibu Lagoon and the Pacific Coast. Several tributaries and lakes in the watershed have TMDLs and are included in the 303(d) list for water quality due to impairments of beneficial uses. TMDLs in the Malibu Creek Watershed have been developed for bacteria, trash, nutrients, and sediment related impairments. In addition, Santa Monica Bay has several TMDLs, including bacteria, trash (debris), DDT, and PCBs. The Santa Monica Bay TMDLs for bacteria and trash integrate the TMDL waste load allocations from the Malibu Creek TMDL. Additionally, other entities within the watershed that could contribute pollutant loads, but are not part of the MCW EWMP Group, include the Cities of Malibu and Thousand Oaks, County of Ventura, State Parks, National Parks, and Caltrans who are subject to other monitoring programs, MS4 Permits, and other NPDES Permits.

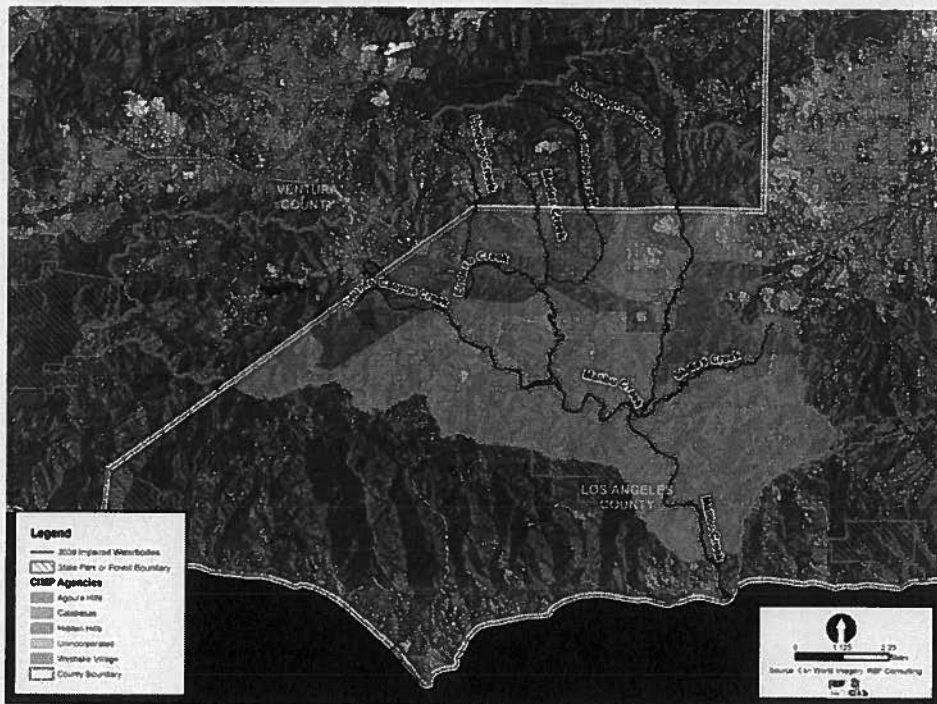
Most of the monitoring to date in the Malibu Creek Watershed, including Malibu Lagoon and nearby Santa Monica Bay shoreline, relates to bacteria and trash. Eventually, monitoring will be expanded to include a broader range of constituents.

The MCW poses unique challenges due to intermixing of natural flow with urban drainage, significant inflow cross the countyline, and the topography of the land with steep ravines and densely vegetated riparian corridors. In addition, the Monterey/Modelo formation outcrops in the watershed are natural sources of sulfate, phosphate, metals, and selenium, and are believed to contribute to the MCW water quality impairments. Outfall monitoring locations were selected as representative monitoring locations that discharge to each reach of Malibu Creek and its tributaries. The outfall monitoring locations are

representative of the range of land uses in the permit area and provide accurate data for measuring flows and characterizing pollutant loads. To meet MS4 Permit established deadlines for the non-stormwater screening of MS4 outfalls within the MCW EWMP area, the MCW EWMP Group completed the required three rounds of non-stormwater outfall screening. As such, this request for proposals should exclude non-stormwater outfall screening

The monitoring data collected at the monitored outfalls will be representative of all MS4 discharge within the EWMP area. The resulting data will be applied to all Group Members represented by the site, regardless of whether a site is located within a particular jurisdiction or received flow from that land area.

**Figure 1 Geographic Boundary of the Malibu Creek Watershed**



**Figure 2: Malibu Creek Watershed Outfall Monitoring Sites**

HUC-12	Reach	Drain Name	Size	Shape	Material	Latitude	Longitude
Potrero Valley Creek	Triunfo Cyn Reach 2	TRUNFOC-095A	27"	Round	Reinforced Concrete Pipe	34.13242	-118.8219063
Medea Creek	Lindero Cyn Reach 2	LNDRC-074	48"	Round	Reinforced Conc. Pipe	34.155	-118.7912
Las Virgenes Creek	Las Virgenes	LAVCR-054	102"	Round	Reinforced Conc. Pipe	34.134801	-118.706786
Cold Creek-Malibu Creek	Triunfo Cyn Reach 1	TRUNFOC-035	36"	Round	Reinforced Concrete Pipe	34.11445	-118.779199



Figure 3: Receiving Water Monitoring Sites

Proposed Site ID	Existing Site ID	Reach	Agency Currently Conducting Monitoring	Sample Collection Type	Impairment/ Monitoring Requirement	Notes on Site
MCW-CIMP 1	MCW-2 <sup>1</sup>	Lower Malibu Creek	CMP	Grab	TMDL	Assigned compliance requirements in the Bacteria TMDL
MASS EMISSION STATION S-02	Mass Emission S-02	Malibu Creek	LACFCD	Automatic Sampler	Mass Emission Station, TMDL, 303(d)	Previously designated mass emission station.
MCW-CIMP 3	CMS_MC_1	Middle Malibu Creek	City of Agoura Hills / County of Los Angeles	Grab / Observation and collection	TMDL	Assigned compliance requirements in the Bacteria TMDL; Designated as CMS_MC_1 in the Trash TMDL monitoring plan.
MCW-CIMP 4	MCW-4	Upper Malibu Creek	CMP	Grab	TMDL	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 5	MCW-5	Cold Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 6	MCW-6	Stokes Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 7	MCW-7	Lower Las Virgenes Creek	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 8	CMS LVC 3	Lower Las Virgenes Creek	City of Calabasas	Observation and collection	TMDL	Designated in the Trash TMDL monitoring plan.
MCW-CIMP 9 <sup>1</sup>	Downstream of MCW-10	Palo Comado Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 10	MCW-11	Lower Medea Creek	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 11 <sup>1</sup>	Downstream of MCW-13 / CMS_LDC_2	Lower Lindero Creek	CMP	Grab / Observation and collection	TMDL, 303(d)	Designated in the Bacteria TMDL monitoring plan; Designated as CMS_LDC_2 in the Trash TMDL monitoring plan.
MCW-CIMP 12	MCW-16	Triunfo (Lower)	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 13	CMS_LDC_1	Upper Lindero Creek (Reach 2 and Lake Lindero)	Not currently monitored	Observation and collection	TMDL	Designated as CMS_LDC_1 in the Trash TMDL monitoring plan
MCW-CIMP 14	CMS_MDC_1	Upper Medea (Reach 2)	Not currently monitored	Observation and collection	TMDL	Designated as CMS_MDC_1 in the Trash TMDL monitoring plan
NSMBCW-RW2	-	Malibu Creek	Not currently monitored	Grab	TMDL	To be monitored by the North Santa Monica Bay Coastal Watersheds Group

## **1. Objectives**

The goal is to implement the monitoring and reporting program in accordance with the requirements of the approved MCW CIMP and this Scope of Work. Consultants are required to design their proposals based on the MCW CIMP, as approved by the Regional Board.

The MCW EWMP Group will be considered in compliance if any of the following conditions are met:

1. There are no violations of the final water quality-based effluent limitation for the specific pollutant at the MS4 outfall(s);
2. There are no exceedances of applicable receiving water limitation for the specific pollutant in the receiving water(s) at, or downstream of, the outfall(s);
3. There is no direct or indirect discharge from the MS4 to the receiving water during the time period subject to the water quality-based effluent limitation and/or receiving water limitation for the pollutant(s) associated with a specific TMDL; or
4. In drainage areas where the MCW EWMP Group is implementing the MCW EWMP, (i) all non-storm water and (ii) all storm water runoff up to and including the volume equivalent to the 85<sup>th</sup> percentile, 24-hour event is retained for the drainage area tributary to the applicable receiving water.

## **2. Scope of Services**

The following tasks and deliverables are provided as a guide to accomplish the objectives. In the case of a conflict between Permit requirements and the approved MCW CIMP, the approved MCW CIMP shall prevail. The services to be performed by the Consultant shall include, but is not necessarily limited to, the following tasks:

- Project Management
- Outfall Monitoring identified from Non-Stormwater Screening
- Source Identification of Non Stormwater Discharges (on a case by case basis)
- Stormwater Outfall Monitoring
- Receiving Water Monitoring
- TMDL Compliance Monitoring
- Laboratory Analysis
- Data Management
- Reporting
- Adaptive Management

### **3. Project Management**

Within seven (7) working days of the Notice to Proceed, the Consultant team shall conduct a kick-off meeting with the MCW EWMP Group to discuss the CIMP, this Scope of Work, and any other pertinent details.

The Consultant shall conduct a field kick-off meeting with the MCW EWMP Group and sub-consultants to familiarize everyone with the sampling locations and team members. The Consultant shall recommend any procedural (not programmatic) improvements to the SOW tasks and changes to the sampling plan within 14 days of the field kick-off meeting.

The Contractor shall be prepared to begin work as soon as the Notice to Proceed is issued, which may be as early as April 20, 2016.

All sample collection and field measurements shall be performed in accordance with the processes and procedures set forth in the MCW CIMP. The Consultant shall be responsible for scheduling and activation of the sampling teams and shall notify the City of Agoura Hills via email<sup>1</sup> 24 hours prior to activation of the sampling team, and the LACFCD via email 72 hours prior to the forecasted storm event. In the event that weather or other logistical issues prevent email notification from occurring within the 24-hour requirement, the Consultant will notify the City via a telephone call within the 24-hour period and the LACFCD within the 72-hour period.

The Consultant shall secure all permits and comply with all conditions necessary for monitoring access and installation of monitoring equipment.

All meeting agendas shall be submitted electronically to MCW EWMP Group two (2) business days prior to the meeting date. All meeting minutes shall be submitted electronically to the City of Agoura Hills within five (5) business days after the meeting date.

The Consultant shall submit a tentative project schedule and monthly updates in order to meet deadlines established by the Scope of Work.

The Consultant shall handle water quality exceedances as expeditiously as possible. Notification of exceedances shall be sent via email to the City of Agoura Hills and the LACFCD within two business days from receipt of final laboratory results. The notification shall include the laboratory transmittal of said results (i.e. email, fax, documented phone call, hard copy mail, etc.), and tracking document of all exceedances between annual reports.

The Consultant shall conduct a formal presentation of the semi-annual and annual reports after the submittal of each draft report and before the receipt of comments on the draft report from the MCW EWMP Group.

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<sup>1</sup> Contact information will be provided at the kickoff meeting.



**Deliverables:**

- 3.1. Project schedule and updated schedules as necessary.
- 3.2. Electronic copy of meeting agendas.
- 3.3. Electronic copy of meeting summaries.
- 3.4. Copies of access permits.
- 3.5. As needed, electronic copy of exceedance tracking document.
- 3.6. Copies of monitoring equipment installation permits.
- 3.7. As-built design plans for monitoring equipment to be considered by the group.
- 3.8. Electronic copy of presentations.

#### **4. Dry Weather Monitoring**

##### **Non-stormwater Outfall Screening and Monitoring Program**

The non-stormwater outfall monitoring plan described in Section 6 of the MCW CIMP is intended to identify potential sources of pollutants during non-stormwater conditions. The objectives of the non-stormwater outfall based monitoring program include:

- Assess compliance with applicable non-stormwater WQBELs derived from TMDL WLAs.
- Assess whether the discharge exceeds non-stormwater action levels.
- Determine whether a discharge causes or contributes to an exceedance of receiving water limitations.
- Assist in identifying illicit discharges.

##### **Non-stormwater Outfall Screening**

Prior to the approval of the CIMP, the MCW Group implemented the required non-stormwater outfall screening as stated in the MS4 Permit – Attachment E Section IX.G. This included the identification, inventory, and prioritization of non-stormwater discharges. As part of the CIMP monitoring, the Consultant shall continue the Non-Stormwater Outfall Program based on results from the screening phase of the program. The consultant will commence with this Program on an as needed basis with source investigation and sampling. Outfalls with significant NSW discharge, as determined by the NSW outfall screening, will be provided to the consultant at the kickoff meeting. Future screening events may be requested of the consultant at the requests of the responsible agency.

**Deliverables:**

- 4.1 The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

## **Significant Non-Stormwater Source Identification and Outfall Monitoring**

Significant non-stormwater outfall monitoring locations have been identified through the non-stormwater screening program conducted by the MCW EWMP Group. Monitoring shall be conducted at these sites to assess whether the discharge exceeds non-stormwater action levels and whether the discharge contributes to or causes an exceedance of receiving water limitations.

Semi-annually, the Consultant shall develop a prioritized list of outfalls exhibiting significant non-stormwater discharges and a source identification schedule. The schedule shall support the overall requirement that source investigations are conducted for no less than 50% of the outfalls in the prioritized list by December 28, 2016 and 100% by December 28, 2017. The Consultant shall develop and implement a plan and schedule for conducting the Significant NSW Discharge source identification based on the summary found in the CIMP Section 6 and MS4 Permit.

Significant Non-Stormwater Discharge Monitoring must begin within 90 days of the completion of the source identification where the Consultant has been advised these services are needed. Monitoring shall continue until the flow is satisfactorily resolved or is determined to be comprised of exempt sources, per CIMP Section 6. Monitoring frequency will be two times during the first year following source identification, distributed evenly, during dry weather conditions and sampling events are to be coordinated with the dry weather receiving water monitoring events. Criteria and constituents to be measured are outlined in Part VIII.G.1. a-e of the MRP.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

### **Deliverables:**

- 4.2. Draft Significant NSW Discharge source identification plan and schedule prioritizing source investigations within 30 days of the issuance of the Notice to Proceed for review by MCW EWMP Group.
- 4.3. The Final Significant NSW Discharge source identification plan and schedule shall be submitted 15 calendar days after receipt of comments.
- 4.4. Summary of source identification results for each outfall.
- 4.5. Post-Event sampling data and monitoring reports shall be submitted electronically in the format specified in the CIMP within 30 calendar days of each event.
- 4.6. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

## **Non-stormwater, Receiving Water Monitoring**

Within the EWMP area, TMDL monitoring sites are required in Malibu Creek and its tributaries to meet the requirements of the Bacteria TMDL. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP that is included herewith as Attachment A. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

Within the MCW EWMP area, TMDL monitoring sites are required to have one monitoring location per subwatershed of the MCW. The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The LACFCD will conduct monitoring for all non-stormwater events at the Malibu Creek Mass Emission Station (S02). The consultant will conduct monitoring for all other receiving water sites at a frequency provided in Table 11 of the MCW CIMP. At a minimum, one of the events at each site is monitored during the month with the historically lowest instream flows, or where instream flow data is not available, or during the historically driest month of August.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

**Deliverables:**

- 4.7. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 4.8. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW and 2012 MS4 Permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.



## **5. Wet Weather Monitoring**

### **Stormwater Outfall Monitoring**

The MS4 Permit requires that the MCW EWMP Group members implement a stormwater outfall monitoring program during wet weather conditions. The objectives of the program include:

- Determine the quality of discharges relative to municipal action levels (MALs);
- Determine whether discharges are in compliance with applicable stormwater limits, water quality based effluent limits (WQBELs), and total maximum daily loads (TMDLs); and
- Determine whether discharges cause or contribute to an exceedance of receiving water limitations.

The Stormwater Outfall Monitoring program was developed to comply with the elements and objectives described in Section 5 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Receiving Water Monitoring) including the first qualifying rain event of the wet season of the monitoring year (October 1 to April 15) at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at [http://ladpw.org/wrd/precip/alert\\_rain/index.cfm?cont=24hr.cfm](http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm).

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The outfall locations are shown in Figure 7, and identified on Table 13, of the approved CIMP. Due to the temporal requirements and financial burden associated with installing auto-sampler stations at the outfall sites, a phased approach will be employed. Two outfall sampling sites will be installed each of the first two years of this monitoring program. The first complete wet season (2016-17 projected) sites TRUNFOC-035 and LAVCR-054 will be installed with LNDRC-074 and TRUNFOC-095A installed for the second complete wet season of monitoring. Sampling will not commence at each of the stations until the completion of the auto sampler installation as required by the MCW CIMP. See Attachment B for standard plans for the installation of water quality monitoring stations.

The list of constituents and frequencies to be monitored can be found in Table 16 of the approved MCW CIMP. The constituents in Attachment C that are not water quality priorities shall be assessed with applicable water quality objectives for one year of monitoring for each set of outfalls. If the constituents are not detected during the first year at levels above applicable objectives, monitoring for those constituents will cease after the first year.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated highest total amount of rain during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative the sample is.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

**Deliverables:**

- 5.1. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 5.2. The Consultant shall submit the annual and semi-annual report per the reporting Section of this SOW conforming to the requirements of the 2012 MS4 permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

## **Wet Weather Receiving Water Monitoring**

Within the EWMP area, TMDL monitoring sites are required in several locations throughout the Malibu Creek Watershed, Malibu Lagoon, and the Santa Monica Bay to meet the requirements of TMDLs established for the Malibu Creek Watershed. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL. The Bacteria TMDL requires at least one monitoring location per subwatershed, and areas of known recreational use.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The LACFCD will conduct monitoring for all wet weather events at the Malibu Creek Mass Emission Station (S02) with consultant assistance for storm borne sediment (SBS) as described below. The Consultant will conduct monitoring for all other receiving water sites for three wet events including the first significant storm event of the monitoring year.

The Consultant will conduct SBS analysis for samples collected at Malibu Creek Mass Emission Station (S-02) by providing the services below. Note the LACFCD will perform all sampling at S-02 including the operation of the automated equipment.

- Establish SBS analysis with a laboratory (such as Vista Analytical Laboratory in El Dorado Hills, CA) certified to conduct high resolution mass spectrometer analysis for EPA 1668 for PCBs and EPA 1699 for DDTs. The laboratory must filter all samples to analyze the EPA methods on extracted solids.
- Create a SBS monitoring plan in coordination with the LACFCD and the SBS certified laboratory to successfully achieve requirements of EPA 1668 and EPA 1699 for PCB and DDT monitoring.
- Provide all necessary items to the LACFCD (i.e. bottles, labels, COC, etc.) for each event. Receive all SBS samples (including blanks, duplicates and storm samples for three events) from the LACFCD, perform any needed sub-sampling and deliver to the SBS certified laboratory for processing and analyses within holding times.
- Coordinate all SBS certified laboratory analysis including providing TSS/SSC results from the County of Los Angeles' Department of Public Health Environmental Toxicology Laboratory to the SBS certified laboratory ensuring all holding times are met.
- Provide analysis of SBS certified laboratory results and recommend action items based on QA/QC thresholds established in the MCW CIMP.
- Receive all data from the SBS certified laboratory and report to the MCW CIMP group in accordance with Sections 8 and 9 of this RFP.
- Conduct equipment cleaning if needed in cooperation with the SBS certified laboratory to address blank detections following guidance from the MCW CIMP Appendix B.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.



The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The Receiving Water Monitoring program was developed to comply with the elements and objectives described in Section 4 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Stormwater Outfall Monitoring) including the first qualifying rain event of the monitoring year at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at [http://ladpw.org/wrd/precip/alert\\_rain/index.cfm?cont=24hr.cfm](http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm).

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated total rainfall during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative of the sample.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custody as required by the MCW CIMP.

**Deliverables:**

- 5.3. The Consultant shall submit electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event. In addition, Consultant shall submit corresponding hydrographs for each qualifying storm event and provide the time when the samples were taken.
- 5.4. The Consultant shall submit electronic copies of SBS reports and provide summary of QA/QC analysis and recommend actions.
- 5.5. The Consultant shall submit the annual reports per the reporting section of this SOW conforming to the requirements of the 2012 MS4 permit and approved MCW CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.
- 5.6. Receiving water monitoring sites representative of the impacts from MS4 discharges.
- 5.7. If determined necessary by the MCW EWMP Group, provide report of equipment blanking with the SBS certified laboratory if field equipment blanks have detections of PCBs or DDTs.

## **6. Laboratory Analysis**

The Consultant is responsible for selecting certified laboratories with the ability to perform water, sediment, and tissue analyses meeting the detection and reporting limits identified in the MCW CIMP and MS4 Permit.

The Consultant is responsible for the collection, validation, and management of all data produced by the certified lab prior to reporting activities.

**Deliverables:**

- 6.1. Test laboratory certificate of qualifications to meet the approved/modified laboratory detection and reporting limits identified in the MCW CIMP Appendices.
- 6.2. Chain of custody forms. To be submitted with the post-event sampling data and monitoring reports.

## **7. Data Management**

The Consultant shall gather and integrate data for use in the annual reports.

The Consultant shall meet all data management and reporting requirements as specified by the MS4 permit and approved MCW CIMP. The Consultant shall maintain copies and provide the MCW EWMP Group with copies of all field logs and photo-documentations in accordance with the requirements of MS4 Permit and the approved MCW CIMP. The photo-documented assessments of site conditions for the upstream and downstream of all the monitoring sites shall be submitted in an approved electronic format.

The Consultant shall maintain a database application to store all information collected as part of this SOW. The database should be accessible to MCW EWMP Group members and allow access to water quality monitoring information for all monitoring locations. The database shall include all required information, attachments, and water quality result data. The database shall allow users to perform simple spatial queries on the data and create reports. Data should also be accessible for further analysis and reporting within ArcGIS.

**Deliverables:**

- 7.1. Database of all information collected as part of this contract, the format of which must be approved by the MCW EWMP group.
- 7.2. In conjunction with each monitoring/sampling event, all laboratory results will be submitted in a format that is consistent with the most recent update of the Southern California Municipal Stormwater Monitoring Coalition's (SMC) Standardized Data Transfer Format (SDTFs) (templates shown here <http://www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx>) and the California Environmental Data Exchange Network (CEDEN) data format (templates available here [http://www.ceden.org/ceden\\_datatemplates.shtml](http://www.ceden.org/ceden_datatemplates.shtml)). The City of Agoura Hills will provide comments within 30 calendar days from the receipt of each data file. The Consultant shall re-submit the modified data files within 15 calendar days from the receipt of comments.

## 8. Reporting

The Consultant will be responsible for reporting requirements for all MCW CIMP related activities collected for the monitoring period of July 1 through June 30 for inclusion in the MS4 Annual Report. The reports shall include data collected during monitoring activities. The Annual Integrated Monitoring Compliance Report will summarize any exceedances of:

- Wet-weather outfall stormwater monitoring data,
- Wet-weather receiving water monitoring data,
- Non-Stormwater outfall monitoring data,
- Dry weather receiving water data.

Additionally, the MRP specifies semi-annual, electronic submittal of receiving water and outfall monitoring data. Therefore, to fulfill the reporting requirements, the monitoring year will be split -as follows:

### Monitoring Data Submission Requirements

Monitoring Period	Data Submittal
July 1 through December 31	By June 15 <sup>th</sup> of the following year
January 1 through June 30	By December 15 <sup>th</sup> , included with the Annual Monitoring Report



The annual monitoring reports must include:

- Event summaries,
- Analytical results,
- Assessment of effectiveness of control measures,
- Compliance report,
- Adaptive management strategies and proposed modifications to the CIMP, and  
All relevant monitoring data collected prior to commencement of the consultant's contract.

Reports should also describe the status of the phase in of wet-weather outfall monitoring established in the MCW CIMP.

Reports shall include a summary of all identified exceedances of all applicable receiving water limitations (RWL), water quality-based effluent limitations (WQBELs), Municipal action levels (MALs).

Reports shall include a Municipal Action Level (MAL) Assessment Report, which presents the stormwater outfall monitoring data with a running average of 20% or greater of exceedances of the MALs. The list of MALs can be found in Attachment G of the MS4 Permit.

As an optional task, reports may include a MAL Action Plan at Year 3 to address any exceedances of MALs, in accordance to Attachment G of the MS4 Permit.

Deliverables:

- 8.1. The draft Semi-annual Report shall be submitted by April 1<sup>st</sup> **and October 1<sup>st</sup>** annually. The work group will require 30 calendar days to review and provide comments prior to finalizing the semi-annual report for submission to the Regional Board.
- 8.2. The Consultant shall submit the Draft Annual Report by October 1 of each year. **The Annual Report shall address all reporting requirements from the MRP (Attachment E), Sections XV through XVIII.** The City of Agoura Hills will require 30 calendar days to review and provide comments prior to finalizing the Annual Report. The Consultant shall then incorporate those comments and provide a final report to be submitted by the Permittees to the Regional Board by December 15 of each year.
- 8.3. The Consultant will submit the monitoring data per the submission requirements listed above, **including the annual monitoring report and the MAL Assessment Report.**
- 8.4. Optional Task: MAL Action Plan as part of the Annual Report

Interim and Final TMDL Compliance Milestones Applicable to the MCW

Reach	Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Triunfo Canyon Creek Reach 1	Triunfo Canyon Creek Reach 2
<b>TMDLs - Category 1 - Highest Priority with Past Due TMDL Milestones</b>													
Bacterial Indicator TMDLs			X	X	X	X	X	X	X	X	X		
Trash			X		X	X	X	X	X				
<b>TMDLs - Category 1 - Highest Priority without Past Due TMDL Milestones</b>													
Bacterial Indicator TMDLs			X		X	X	X	X	X	X	X		
Nutrients/ Nutrient Related	E. coli (wet)		X		X	X	X	X	X	X	X		
	Total Nitrogen	X	X	X	X	X	X	X	X	X	X	X	X
	Total Phosphorus	X	X	X	X	X	X	X	X	X	X	X	X
	Nitrate as Nitrogen plus Nitrite as Nitrogen	X	X	X	X	X	X	X	X	X	X	X	X
Benthic Community Impairments (TMDL)	Sedimentation		X										
	Total Nitrogen		X				X				X		
	Total Phosphorus		X				X				X		
	TSS		X				X				X		
	Turbidity		X				X				X		
	Dissolved Oxygen		X				X				X		
	Ammonia		X				X				X		
Chlorophyll <i>a</i>		X				X				X			
<b>303(d) - Category 2 - High Priority</b>													
303(d) listed impairments	Benthic - Macroinvert Assessments				X				X				X
	Sedimentation/ Siltation							X				X	X
	Fish Barriers (Fish Passage) <sup>1</sup>						X						
	Invasive species <sup>2</sup>		X		X		X		X				
	Selenium <sup>2</sup>		X		X		X		X				
	Sulfates						X						
	Lead											X	X
	Mercury											X	X

CIMP for the Malibu Creek Watershed  
Implementation Scope of Services

Reach	Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Trunfo Canyon Creek Reach 1	Trunfo Canyon Creek Reach 2
Water Quality Objective Exceedances	Chloride	X											
	Phosphate as P	X		X									
	Specific Conductivity	X		X						X			
	Sulfate	X		X									
	TDS	X		X									
<i>E. coli</i>				X									

Water Quality Objective Exceedances - Category 3 - Medium Priority

Notes:

<sup>1</sup> 303(d) listed impairment not based on pollutant

<sup>2</sup> 303(d) listed impairment may not be the result of MS4 discharge (invasive species and selenium)



## **9. Health and Safety**

The proposed work shall be performed by the Consultant and any sub-contractor in accordance with the requirements of California Occupational Health & Safety (Cal-OSHA). The Consultant shall:

- Develop and provide the City of Agoura Hills with three copies of a Health and Safety Plan (HSP) prior to the start of any field work.
- Shall also comply with any other Federal Occupational Health and Safety Administration requirements, if applicable to the proposed work.
- The HSP shall address site-specific safety concerns at all sites including, but not limited to, permit required confined-space entry safety requirements, vandalism, site accessibility, lane closures, storm drain laterals, etc.

The HSP shall cover all practices related to the work involved, including but not limited to:

- Acceptable entry conditions;
- Testing, monitoring, communications and lighting equipment;
- Barriers and shields;
- Ladders; and
- Retrieval devices.

Deliverables:

- 9.1. Three hard copies and one electronic copy of the Health and Safety Plan

## **10. Quality Assurance Project Plan**

The Consultant shall prepare a Quality Assurance Project Plan (QAPP) that includes the following:

- Sampling locations and frequency
- Sample handling and storing procedures
- Laboratories that will be used for the monitoring program
- Analytical methods
- Data processing procedures
- Quality assurance/quality control

The approved MCW CIMP includes a QAPP in Appendix B. The consultant shall update the document as necessary with 30 days of issuance of the NTP if changes are made.

Deliverables:

- 10.1. The Consultant shall submit a revised QAPP within 30 days of issuance of the NTP, if changes are necessary.

## **11. Fee Schedule**

Provide a proposed fee schedule including a detailed breakdown of each element or task of the project in Year 1 (4/20/16 to 6/30/17), Year 2 (7/1/17 to 6/30/18), and Year 3 (7/1/18 to 6/30/19). This estimate should include the number of hours required for completion and an hourly rate for each type of service (job description) provided in each task. A total estimated project fee is to be included. All information shall be provided in a unified manner for the lead Consultant and any sub-consultants. The fees should also detail team members, hourly billable rates, lab analysis fees per sample and test, and the hours allocated for the project by task.

## **12. Period of Performance**

The term of services is for three years with the opportunity for two, one year extensions. The contract will begin at the issuance of the Notice to Proceed and end, unless extended, on June 30, 2019. Within seven days the Consultant will have a kick-off meeting with MCW EWMP Group members. Monitoring shall commence on April 20, 2016.