

## REPORT TO CITY COUNCIL

**DATE:** OCTOBER 23, 2024

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

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** JESSICA FORTE, PUBLIC WORKS DIRECTOR/CITY ENGINEER

**SUBJECT:** APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, COUNTY FLOOD CONTROL DISTRICT, CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE CITIES OF CALABASAS, EL SEGUNDO, HIDDEN HILLS, MALIBU, SANTA MONICA, THOUSAND OAKS, AND WESTLAKE VILLAGE REGARDING THE COST SHARING FOR IMPLEMENTING THE SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TOTAL MAXIMUM DAILY LOADS COORDINATED SHORELINE WATER QUALITY MONITORING PROGRAM

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This report addresses a recommendation regarding approval of a Memorandum of Understanding (MOU) with the City of Los Angeles, County of Los Angeles, County Flood Control District, California Department of Transportation, and the Cities of Calabasas, El Segundo, Hidden Hills, Malibu, Santa Monica, Thousand Oaks, and Westlake Village (Agencies) regarding the Cost Sharing for Implementing the Santa Monica Bay Dry and Wet Weather Bacteria Total Maximum Daily Loads Coordinated Shoreline Water Quality Monitoring Program. The previous MOU expired on June 30, 2022, and continued on a month-to-month basis until June 30, 2023. This subsequent MOU has a retroactive effective date of July 1, 2023, and expires June 30, 2028.

On January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), adopted Resolution No. 2002-004 establishing the limit for the TMDLs for bacteria during dry-weather and on December 12, 2002, adopted Resolution No. 2002-022 establishing the limit for the TMDLs for bacteria during wet-weather for Santa Monica Bay Beaches. Forty-four (44) beaches from the Los Angeles/Ventura County line to Outer Cabrillo Beach, along the Santa Monica Bay, have documented bacteriological impairments. The City of Agoura Hills drains to Santa Monica Bay.

On April 28, 2004, the monitoring plan entitled Santa Monica Bay Beaches Bacterial TMDLs' Coordinated Shoreline Monitoring Plan (Monitoring Plan) was approved by the Regional Board.

On November 8, 2012, the Regional Board adopted Order R4-2012-0175, the National Pollutant Discharge Elimination Systems Municipal Separate Storm Sewer System Permit (2012 MS4 Permit), which became effective on December 28, 2012. The 2012 MS4 Permit incorporated the Santa Monica Bay Beaches Bacteria TMDL (hereafter referred to as 'Bacteria TMDL'), and incentives for permittees willing to work cooperatively with other agencies in watershed monitoring efforts. Subsequently, on July 23, 2021, an updated permit was adopted under Order No. R4-2021-0105 (2021 MS4 Permit) which continued to incorporate the Bacteria TMDL.

The City of Los Angeles will perform all Monitoring Services consistent with the time frames set forth in the Monitoring Plan and Bacteria TMDL at locations as indicated in Exhibit A on behalf of responsible Agencies, including Agoura Hills. All participating permittees share the cost, responsibility, sample collection and analysis, data management, reporting, purchasing and equipment maintenance that are specific to their drainage area.

To continue to participate in the program, the City of Agoura Hills (City) will be required to sign the MOU with the other Agencies. The MOU will expire on June 30, 2028, and may continue on a month-to-month basis after expiration, up to twelve (12) months.

**FISCAL IMPACT**

The attached MOU includes an estimated cost share matrices (Exhibits A and B) for all monitoring sites. Cost share fees were assigned to each permittee based on the percent of jurisdictional land area draining to a monitoring site. The City of Agoura Hills is part of the Malibu Creek Watershed and comprises 12.9% of land area draining to the MC-2 monitoring site, representative of the City’s drainage to Santa Monica Bay.

Funds are included in the adopted Fiscal Year 2024-25 budget in Account #010-4525-552043 “NPDES Compliance”. Once the MOU is fully executed by all parties, the payment for Fiscal Year 2023-24 will be invoiced, these funds have been included in the Fiscal Year 2024-25 budget.

The City’s cost share for each fiscal year is as follows:

<b>Fiscal Year</b>	<b>Cost Share</b>
FY 23/24	\$5,648.40
FY 24/25	\$5,817.85
FY 25/26	\$5,992.39
FY 26/27	\$6,172.16
FY 27/28	\$6,357.32
<b>TOTAL</b>	<b>\$29,988.12</b>

## **RECOMMENDATION**

Staff respectfully recommends the City Council:

1. Approve the Memorandum of Understanding, with the City of Los Angeles, County of Los Angeles, County Flood Control District, California Department of Transportation, and the Cities of Calabasas, El Segundo, Hidden Hills, Malibu, Santa Monica, Thousand Oaks, and Westlake Village, for the administration and cost sharing for implementing the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load required monitoring; and
2. Authorize the Mayor and City Clerk to sign and execute the MOU on behalf of the City.

Attachment: Memorandum of Understanding

## **MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND THE CITIES OF AGOURA HILLS, CALABASAS, EL SEGUNDO, HIDDEN HILLS, MALIBU, SANTA MONICA, THOUSAND OAKS, AND WESTLAKE VILLAGE**

**REGARDING THE COST SHARING FOR IMPLEMENTING THE SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TOTAL MAXIMUM DAILY LOADS COORDINATED SHORELINE WATER QUALITY MONITORING PROGRAM**

This Memorandum of Agreement ("MOA"), including its attachments, exhibits, and schedules, is made and entered into as of the date of the last signature set forth below by and between THE CITY OF LOS ANGELES ("L.A. CITY"), a municipal corporation; the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California; LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("LACFCD"), a body corporate and politic; THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ("Caltrans"); THE CITY OF AGOURA HILLS, a municipal corporation ("AGOURA HILLS"); THE CITY OF CALABASAS, a municipal corporation ("CALABASAS"); THE CITY OF EL SEGUNDO, a municipal corporation ("EL SEGUNDO"); THE CITY OF HIDDEN HILLS, a municipal corporation ("HIDDEN HILLS"); THE CITY OF MALIBU, a municipal corporation ("MALIBU"); THE CITY OF SANTA MONICA, a municipal corporation ("SANTA MONICA CITY"); THE CITY OF THOUSAND OAKS, a municipal corporation ("THOUSAND OAKS"); and THE CITY OF WESTLAKE VILLAGE, a municipal corporation ("WESTLAKE VILLAGE"). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY".

### RECITALS

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

WHEREAS, on December 12, 2002, the Regional Board adopted Resolution No. 2002-022, establishing the limit for the TMDLs for bacteria during wet-weather for Santa Monica Bay Beaches; and

WHEREAS, on March 11, 2021, the Regional Board adopted Resolution No. R21-001, extending the compliance deadline for the TMDLs for bacteria during wet-weather for Santa Monica Bay Beaches; and

WHEREAS, Resolution No. 2002-04, Resolution No. 2002-022, and Resolution No. R21-001, collectively referred to herein as the “Bacteria TMDLs,” became effective on May 24, 2022; 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 Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (“MS4 Permit”) on July 23, 2021; and

WHEREAS the MS4 Permit became effective on September 11, 2021 and requires that the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with the prescribed elements of the MS4 Permit, including the provisions of the Santa Monica Bay Beaches Bacteria TMDL; and

WHEREAS, the Bacteria TMDLs identify as responsible agencies and jurisdictions the COUNTY, Caltrans, L.A. CITY, MALIBU, CALABASAS, EL SEGUNDO, SANTA MONICA CITY, HIDDEN HILLS, WESTLAKE VILLAGE, AGOURA HILLS, THOUSAND OAKS, and the following agencies not participating in this MOA: Hermosa Beach, Redondo Beach, Manhattan Beach, Torrance, Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills, Rolling Hills Estates, and the County of Ventura.

WHEREAS, a monitoring plan entitled “Santa Monica Bay Beaches Bacterial TMDLs’ Coordinated Shoreline Monitoring Plan” (“Coordinated Monitoring Plan”) was prepared by the responsible agencies and jurisdictions, and approved by the Regional Board on April 28, 2004; and

WHEREAS, the PARTIES responsible for the cost share of shoreline monitoring, performed by L.A. CITY’S Environmental Monitoring Division (“EMD”), are listed in Exhibit “A”; and

WHEREAS, in 2017, the PARTIES entered an agreement with L.A. CITY to continue implementation of the Coordinated Monitoring Plan, and said agreement expired on June 30, 2022; and

WHEREAS, the PARTIES entered into a 12-month extension of said agreement, which expired on June 30, 2023; and

WHEREAS, L.A. CITY has the expertise and equipment to perform monitoring services consistent with the Coordinated Monitoring Plan (hereinafter referred to as “Monitoring Services”); and

WHEREAS, the PARTIES desire to enter into a new agreement to continue the Monitoring Services being performed by L.A. CITY and agree that this MOA shall be retroactively effective to July 1, 2023; and

WHEREAS, the PARTIES have agreed to provide their share of funding to the L.A. CITY for its performance of Monitoring Services on behalf of the PARTIES at locations identified in Exhibit "A" of this MOA, and L.A. CITY 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 to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

#### ARTICLE I – Purpose of MOA

1. Purpose. The purpose of this MOA is to memorialize the PARTIES' payment for and performance of Monitoring Services that are consistent with the provisions of the Coordinated Monitoring Plan and the Bacteria TMDLs.
2. Coordinated Monitoring Plan. The approved Coordinated Monitoring Plan 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 L.A. CITY'S EMD to be monitored at the specified frequency.

#### ARTICLE II – Responsibilities of L.A. CITY

1. Monitoring. L.A. CITY will perform all Monitoring Services consistent with the time frames set forth in the Coordinated Monitoring Plan and Bacteria TMDLs at locations as indicated in Exhibit "A" on behalf of the specified PARTIES. L.A. CITY'S EMD will perform tasks assigned to it as outlined in the Coordinated Monitoring Plan, including but not limited to: sample collection and analysis, data management, reporting, purchasing and maintaining equipment necessary for monitoring, as well as following all standard operating procedures and quality assurance/quality control objectives. Any tasks beyond the scope of the Coordinated Monitoring Plan (e.g., bacteria source tracking and investigation) are not included in this MOA and are the sole responsibility of the respective PARTIES.
2. Cost per monitoring location. L.A. CITY, in consultation with the PARTIES, has established each PARTY's share of costs for the Monitoring Services based on its jurisdictional land area as set forth in Exhibit "A." The cost allocation percentages among PARTIES and the estimated cost for each monitoring location are shown in Exhibit "A," which is incorporated herein by this reference.

3. Reports. L.A. CITY will submit monitoring reports to the Regional Board each month and forward a copy to the PARTIES.
4. Exceedance. L.A. CITY will conduct accelerated monitoring according to the existing protocol of the Los Angeles County Department of Public Health at each location where an exceedance of a limit in the Bacteria TMDLs is detected. An exceedance will be determined according to the Coordinated Monitoring Plan. L.A. CITY will provide additional accelerated monitoring at the request of any PARTY or PARTIES, subject to available resources and funding. Additional costs arising from such a request will be documented and added to the annual invoice of the requesting PARTY or PARTIES. This MOA does not include any research or investigation of the reason(s) or source(s) that caused the exceedance.

#### ARTICLE III – Responsibilities of the PARTIES

1. Documentation. The PARTIES agree to promptly provide at no cost to L.A. CITY all requested non-confidential information and documentation in their possession that L.A. CITY, in its discretion, deems to be necessary or helpful for the performance of the Monitoring Services.
2. Grant of Access Rights. During the term of this MOA, the PARTIES shall grant L.A. CITY or its consultant(s), without charging any access or permitting fees, reasonable access and entry to their storm drains, channels, catch basins, and similar properties to achieve the purposes of this MOA, on an as-needed basis. Prior to entering any PARTY's facility, L.A. CITY shall obtain all necessary permits and, except during an emergency, provide that PARTY with written notice 72 hours in advance of entry. L.A. CITY shall indemnify, defend, and hold harmless the PARTIES and their elected and appointed officers, employees, and agents 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 L.A. CITY's entry onto a PARTY's facility. This indemnification is in addition to the other indemnities made herein.
3. Cost Reimbursement. The PARTIES agree to pay L.A. CITY annually for the Monitoring Services as shown in Exhibit "B", incorporated herein by this reference, including systematic weekly or daily monitoring, and accelerated monitoring in accordance with Article IV herein.
4. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by L.A. CITY in performing Monitoring Services prior to the execution date of this MOA but after July 1st, 2023, shall be subject to cost-sharing under this Agreement according to the amounts specified in Exhibit "B" and shall be included in the first invoice.

#### ARTICLE IV – Invoice and Payment

1. Invoicing. Upon execution of this MOA by all PARTIES, L.A. CITY will invoice all PARTIES for their respective annual payment in July of each year for the term of this MOA. The PARTIES hereby acknowledge and ratify services performed in accordance with the terms and conditions of this MOA before the date of the last signature of the PARTIES but on or after July 1, 2023. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.
2. Annual Payment. The PARTIES shall pay L.A. CITY for the respective share of the cost for Monitoring Services as shown in Exhibit “B” within sixty (60) days of receipt of the invoice from L.A. CITY. The total annual monitoring costs shown in Exhibit “B” are estimates that have been agreed upon amongst L.A. CITY and the PARTIES listed in Exhibit “A.” The Annual Payment will be increased by 3% for inflation annually, beginning Fiscal Year 2024-25.
3. Contract Management Fee. Exhibit “B” includes a 10% Administration Fee for administration of this MOA by L.A. CITY. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Exhibit “B.”
4. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from L.A. CITY shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
5. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from L.A. CITY shall result in L.A. CITY notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of this MOA. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit “A.” Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.

#### ARTICLE V – Term of MOA

1. This MOA shall become retroactively effective to July 1, 2023 upon execution by all PARTIES and it shall remain and continue in effect until June 30, 2028.
2. During the unexpired term of this MOA, L.A. CITY may negotiate with the other PARTIES, in good faith, modifications to the MOA that it deems 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.

To authorize any MOA modification deemed reasonably necessary without an amendment to this MOA, the affected PARTY or PARTIES must provide written approval to L.A. CITY. Written approval may be provided by the individuals listed in Exhibit "C" or by a person authorized by the PARTY to provide such approval. If MOA modifications are made in accordance with the above circumstances, no PARTY will be obligated to pay for additional expenditures which exceed 15% of the original estimates in Exhibit "B" without an amendment to this MOA. Any revised cost share allocations shall be adjusted in accordance with the cost allocation formula in Exhibit "A" and "B."

3. Any PARTY may elect to withdraw from this MOA for any reason in whole or in part upon thirty (30) days written notice to the other PARTIES. The withdrawing PARTY shall remain responsible for its proportionate share of the costs for Monitoring Services performed up to the effective date of withdrawal. L.A. CITY shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to withdraw from this MOA. If one of the PARTIES 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 PARTIES based on the existing cost allocation formula, subject to advance written amendment of Exhibits "A" and "B" agreed upon by the remaining PARTIES.
4. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until a PARTY requests L.A. CITY in writing to cease the Monitoring Services or a new MOA is executed for employing L.A. CITY to perform the Monitoring Services on behalf of the PARTIES, 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 representatives of the

PARTIES at the addresses set forth in Exhibit "C" attached hereto and incorporated herein by reference. 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."

2. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective representatives the persons named in Exhibit "C." The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
3. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. 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.
4. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. A PARTY will be considered delinquent if a payment is not made within three hundred and sixty-five (365) days after receipt of the invoice from L.A. CITY per Article IV, Section 5. Such amendments may be executed by those individuals listed in Exhibit "C" or by a person authorized to execute such amendment on behalf of each PARTY.
5. Indemnification.
  - a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with its own acts or omissions under this MOA; provided, however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

- b. In the event of third party injury or loss caused by negligence, wrongful act or omission by one or more PARTIES, each such PARTY shall bear financial responsibility in proportion to its percentage of fault as may be agreed to or judicially determined.
  - c. The PARTIES agree that any other liability borne by or imposed upon any PARTY as a result of this MOA shall be limited to the respective PARTY's pro rata cost share applicable to the specific site(s) at issue, as set forth in Exhibit "A."
6. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
7. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
8. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then 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.
9. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
10. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
11. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
12. Cooperation, Further Acts. The PARTIES shall cooperate fully with one another to attain the purposes of this MOA.

13. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

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

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Aura Garcia, President  
Board of Public Works

ATTEST:

By:

\_\_\_\_\_

Holly L. Wolcott  
City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto  
City Attorney

By: \_\_\_\_\_

Virginia M. Choi  
Deputy City Attorney

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_  
Mark Pestrella  
Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By

\_\_\_\_\_  
Grace V. Chang, Principal Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By

\_\_\_\_\_  
Mark Pestrella  
Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Dawyn R. Harrison  
County Counsel

By

\_\_\_\_\_  
Grace V. Chang, Principal Deputy

\_\_\_\_\_  
Date

**STATE OF CALIFORNIA**

**Department of Transportation**

Tony Tavares

Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Gloria Roberts

District Director

APPROVED AS TO FORM & PROCEDURE:

By: \_\_\_\_\_

Attorney

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_

District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By: \_\_\_\_\_

Accounting Administrator



**CITY OF AGOURA HILLS**

Dated:

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

Illece Buckley Weber, Mayor

Kimberly Rodrigues, MMC, City Clerk

Approved as to Form:

\_\_\_\_\_

Candice K. Lee, City Attorney

**CITY OF CALABASAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

David J. Shapiro, Mayor

ATTEST:

\_\_\_\_\_

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Matthew T. Summers, City Attorney

**CITY OF EL SEGUNDO**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Elias Sassoon

Public Works Director

ATTEST:

By:

Date: \_\_\_\_\_

\_\_\_\_\_

Tracy Weaver  
City Clerk

APPROVED AS TO FORM:

By:

Date: \_\_\_\_\_

\_\_\_\_\_

Mark D. Hensley  
City Attorney

**CITY OF HIDDEN HILLS**

Dated:

\_\_\_\_\_

By \_\_\_\_\_

Steve Freedland, Mayor

ATTEST:

\_\_\_\_\_  
Deana L. Gonzalez, CMC, City Clerk

APPROVED AS TO FORM:

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

**CITY OF MALIBU**

Attest:

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Steve McClary  
City Manager

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Kelsey Pettijohn  
City Clerk

Approved as to Form:

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Trevor Rusin  
Interim City Attorney

**CITY OF SANTA MONICA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

David White, City Manager

ATTEST:

By:

\_\_\_\_\_

Nikima Newsome  
Interim City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_

Douglas T. Sloan

City Attorney

**CITY OF THOUSAND OAKS**

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

Andrew P. Powers, City Manager

Laura B. Maguire, City Clerk

Approved as to Form:

\_\_\_\_\_

Tracy Friedl, Assistant City Attorney

**CITY OF WESTLAKE VILLAGE**

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_

Ray Pearl, Mayor

Antoinette Mann, City Clerk

Approved as to Form:

\_\_\_\_\_

Terence Boga, City Attorney



EXHIBIT A  
COST SHARING PERCENTAGES BY AGENCY

Excl. Ventura County and CA Dept. of Recreation and Parks (EMD Review)

TMDL Monitoring Station	CLA Historical Designation	SM Baykeeper ID	Systematic Monitoring Cost FY 23-24	Accelerated Monitoring Cost FY 23-24	Estimated Exceedances	County of Los Angeles (%)	Caltrans (%)	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 (%)	Total (%)
1-03	El Pescadero State Beach	open	\$0	\$0	0	74.07	1.23	24.32	0.05	0.33							100.00
1-03	El Matador State Beach	open	\$8,387	\$172	1	74.07	1.23	24.32	0.05	0.33							100.00
1-06	Wahmut Creek/Paradise Cove	S1d130	\$8,387	\$344	2	74.07	1.23	24.32	0.05	0.33							100.00
1-08	Escondido Creek	S1d150	\$8,387	\$172	1	74.07	1.23	24.32	0.05	0.33							100.00
1-10	Solstice Creek	S1d290	\$8,387	\$1,033	6	74.07	1.23	24.32	0.05	0.33							100.00
1-12	Marie Canyon SD	S3D170	\$8,387	\$689	4	74.07	1.23	24.32	0.05	0.33							100.00
1-13	Sweetwater Canyon	S3D10	\$8,387	\$172	1	74.07	1.23	24.32	0.05	0.33							100.00
1-14	Las Flores Creek	S3D150	\$8,387	\$344	2	74.07	1.23	24.32	0.05	0.33							100.00
1-16	Pena Creek	S4d60	\$8,387	\$172	1	74.07	1.23	24.32	0.05	0.33							100.00
1-17	Tuna Canyon	S5d175	\$8,387	\$172	1	74.07	1.23	24.32	0.05	0.33							100.00
1-18	Topanga Cyn*	S6d115	\$41,933	\$0	54	74.07	1.23	24.32	0.05	0.33							100.00
SMB-O-1	Paradise Cove	S1d40	\$8,387	\$861	5	74.07	1.23	24.32	0.05	0.33							100.00
SMB-O-2	Pierco Canyon SD	S2d140	\$8,387	\$344	2	74.07	1.23	24.32	0.05	0.33							100.00
2-01	Cadlerock SD	S5d480	\$8,387	\$1,205	7	2.40	0.88		89.11		6.20	1.41					100.00
2-02	Santa Ynez SD	S6d30	\$8,387	\$689	4	2.40	0.88		89.11		6.20	1.41					100.00
2-4	Pulga Cyn SD	S6d109	\$8,387	\$344	2	2.40	0.88		89.11		6.20	1.41					100.00
2-7	Santa Monica Cyn SD*	S6d330	\$41,933	\$0	18	2.40	0.88		89.11		6.20	1.41					100.00
2-10	Culver SD	S9d10	\$8,387	\$344	2	2.40	0.88		89.11		6.20	1.41					100.00
2-11	N. Westchester SD	S9d50	\$8,387	\$344	2	2.40	0.88		89.11		6.20	1.41					100.00
2-13	Imperial Hwy SD	S9d70	\$8,387	\$517	3	2.40	0.88		89.11		6.20	1.41					100.00
SMB-O-4	N/A	S6d50	\$2,305	\$0	0	2.40	0.88		89.11		6.20	1.41					100.00
SMB-O-5	N/A	S6d90	\$2,305	\$0	0	2.40	0.88		89.11		6.20	1.41					100.00
3-3	Santa Monica Pier*	S7d5	\$41,933	\$0	180		0.52		47.77			51.71					100.00
3-4	Pier-Kenter SD*	S7d10	\$41,933	\$0	40		0.52		47.77			51.71					100.00
3-5	Ashland SD*	S7d20	\$41,933	\$0	6		0.52		47.77			51.71					100.00
3-06	Rose SD	S7d50	\$8,387	\$344	2		0.52		47.77			51.71					100.00
3-8	Windward Ave SD	S7d80	\$8,387	\$1,205	7		0.52		47.77			51.71					100.00
M-C-2	Malibu Creek*	S3d290	\$41,933	\$0	56	49.52	0.85	1.33		10.65			15.67	12.89	8.81		100.00
7-6	Royal Palms Beach	open	\$8,387	\$172	1				100.00								100.00
7-8	Point Fermin Park	open	\$8,387	\$0	0				100.00								100.00
7-9	Outer Cabrillo Beach	open	\$8,387	\$344	2				100.00								100.00
SubTotal			\$440,722	\$9,983													
Total			\$450,705														

New Monitoring Costs: Exhibit A reflects FY23-24 costs only. See Exhibit B (Table 2) for FY24-25 to FY27-28 costs.

Notes: Daily monitored sites  
All others monitored weekly  
Cost per exceedance: \$172.20  
Daily monitored sites: \$8.00  
Cost per sample: \$161.28  
Cost per observation: \$44.33



**EXHIBIT C**  
**MOA Party Representatives**

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 <sup>st</sup> Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 <sup>st</sup> Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jqintr@dpw.lacounty.gov Phone: (626) 300-4666
California Department of Transportation District 07, Design Division, Stormwater Unit 100 South Main Street, Suite 100, MS 13 Los Angeles, CA 90012	Shao-Chiang Liu E-mail: shao-chiang.liu@dot.ca.gov Phone: (213) 269-1662
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City of Westlake Village Department of Public Works 31200 Oak Crest Drive Westlake Village, CA 91361	Roxanne Hughes E-mail: <a href="mailto:rhughes@willdan.com">rhughes@willdan.com</a> Phone: (805) 890-8885