



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 2, 2004

IN REPLY PLEASE

REFER TO FILE: **WM-9**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MALIBU CREEK WATERSHED MONITORING PROGRAM
AGREEMENT
SUPERVISORIAL DISTRICT 3
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the enclosed agreement between the County of Los Angeles, acting on behalf of the Los Angeles County Flood Control District; the Cities of Agoura Hills, Calabasas, Malibu, and Westlake Village; and the Las Virgenes Municipal Water District to fund the Malibu Creek Watershed Monitoring Program with a one-time cash contribution of \$30,000 from the Fiscal Year 2004-05 Flood Control District Budget, plus staff time valued at \$9,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2002, the City of Calabasas submitted an application for a State of California Proposition 13 Non-Point Source Pollution Control Program Grant to implement the Malibu Creek Watershed Monitoring Program (Monitoring Program). Cosponsors of the grant application included the County; the Las Virgenes Municipal Water District; and the Cities of Agoura Hills, Malibu, and Westlake Village. The City of Calabasas

received award of the grant in October 2002 in the amount of \$509,543. Under the terms of the grant, the cosponsors are contributing matching funds in the amount of \$234,269, which includes staff time from all cosponsors; in-kind monitoring services from Las Virgenes Municipal Water District; and cash contributions of \$30,000 each from the County and the Cities of Agoura Hills, Calabasas, and Westlake Village.

Funding for the Monitoring Program will be used to conduct water quality monitoring, data analyses, and reporting. The purpose of the Monitoring Program is to assess existing water quality conditions throughout the Malibu Creek watershed and identify potential sources of water pollution. Results from the Monitoring Program will be shared with Public Works for use in preparing implementation strategies for complying with existing and future Total Maximum Daily Loads (TMDLs) from the Los Angeles Regional Water Quality Control Board.

The Monitoring Program was developed, and continues to be refined, with stakeholder involvement from Public Works, cities in the watershed, the Los Angeles Regional Water Quality Control Board, environmental groups, and academia. Currently, a technical advisory committee, which oversees implementation of the Monitoring Program, is developing a list of sites where the actual monitoring will be conducted. Completion of the Monitoring Program will result in a final report that is expected to be finished by March 2006 and shared with Public Works and other cosponsors of the grant.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Organizational Effectiveness because expertise and experience to perform the monitoring services are not currently available in Public Works. This action also meets the County Strategic Plan Goal of Fiscal Responsibility by allowing Public Works to manage resources in a more efficient and responsible manner through cosponsorship of a grant and cost sharing with other agencies.

FISCAL IMPACT/FINANCING

Execution of the agreement will result in a one-time cash contribution of \$30,000 plus staff time valued at \$9,000. Funds are available in the Fiscal Year 2004-05 Flood Control District Budget. There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been signed by the Cities of Agoura Hills, Malibu, and Westlake Village and the Las Virgenes Municipal Water District. As the lead agency on the grant application, the City of Calabasas will execute the agreement once all cosigners have signed.

The agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the agreement is not an action that is subject to the provisions of the California Environmental Quality Act (CEQA) because it will not have a direct or indirect physical impact to the environment per Section 1506(b)(3) of the State CEQA Guidelines.

CONTRACTING PROCESS

No contracting of services is required of the Flood Control District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the agreement will have a beneficial impact on Public Works' current plans to develop compliance strategies for TMDLs through the increased knowledge of existing watershed conditions.

Approval of the agreement will have no adverse impact on the current level of services provided by the Flood Control District or by the County.

The Honorable Board of Supervisors
December 2, 2004
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CONCLUSION

Please return six approved originals of the agreement and a copy of this letter to Public Works. Once the City of Calabasas executes the agreement, we will send an original of all signature pages to the Executive Office to complete the adopted package.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

Cl:sw/ro
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Enc.

cc: Chief Administrative Office
County Counsel

Colantuono, Levin & Rozell, APC

555 West 5th Street, 30th Floor

Los Angeles, CA 90013

Main: (213) 533-4155

FAX: (213) 533-4191

www.clrlawfirm.com

Robert Mahlowitz
mahlowitz@clrlawfirm.com
213.533.4210

January __, 2004

VIA US MAIL

Malibu Creek Watershed Monitoring Program Co-Sponsors
(See Distribution List)

Re: Letter Agreement to Fund the Malibu Creek Watershed Monitoring Program

Dear Co-Sponsoring Agencies:

This letter agreement is entered into between the following local agencies: City of Agoura Hills, City of Calabasas, City of Malibu, City of Westlake Village, Los Angeles County, and Las Virgenes Municipal Water District ("Signing Agencies"). The Signing Agencies enter into this agreement to document their agreement to collectively co-sponsor and fund the Malibu Creek Watershed Monitoring Program as required matching funds to obtain a State of California Proposition 13 grant to pay for the Malibu Creek Watershed Monitoring Program ("State Grant").

In order to obtain the State Grant and carry out the Malibu Creek Watershed Monitoring Program, the Signing Agencies have agreed to either contribute funds, staff time, or both, necessary to carry out the Malibu Creek Watershed Monitoring Program as follows:

1. City of Agoura Hills: \$30,000 as well as staff time;
2. City of Calabasas: \$30,000 as well as staff time;
3. City of Malibu: staff time;
4. City of Westlake Village: \$30,000;
5. Los Angeles County: \$30,000 as well as staff time; and
6. Las Virgenes Municipal Water District: coordinated monitoring and staff time.

All funds shall be delivered to the City of Calabasas, to the attention of Robin Hull. Calabasas shall invoice each Signing Agency for funds owed pursuant to this Agreement and payment shall be due within 45 days of an invoice. The City of Calabasas shall retain all funds

in trust for each agency that contributes funds and shall use those funds to pay for the costs of the Malibu Creek Watershed Monitoring Program. Should the Malibu Creek Watershed Monitoring Program not take place or the State Grant not be awarded, the City of Calabasas shall return any unspent funds to the Signing Agency that contributed the funds.

It is understood by the Signing Agencies that the City of Agoura Hills has already contributed its funds in the amount of \$30,000.

By entering into this letter agreement, each Signing Agency agrees that it will indemnify the other Signing Agencies from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost due to the negligence of that Signing Agency, its officers, agents, employees and volunteers.

This agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute one agreement. Thus, it is anticipated that each Signing Agency shall sign this agreement and submit it to the City of Calabasas to the attention of its City Attorney, Michael G. Colantuono at Colantuono, Levin & Rozell, APC, 555 W. 5th Street, 31st Floor, Los Angeles, California, 90013. When the City of Calabasas has received signatures from each Signing Agency, the City shall distribute a copy of the fully executed letter agreement to all Signing Agencies.

This agreement shall become effective when the last Signing Agency executes this letter agreement. The agreement shall not become effective if less than all of the Signing Agencies execute this letter.

If this letter agreement meets with your approval and is acceptable, please counter-sign below on behalf of your agency and return it to Michael G. Colantuono.

Very Truly Yours,

ROBERT M. MAHLOWITZ

Distribution List:

City of Agoura Hills,
City of Calabasas,
City of Malibu,
City of Westlake Village,
Los Angeles County,
Las Virgenes Municipal Water District

I understand and agree to the above on behalf of the City of Agoura Hills

By _____

Date: _____

Attest:

By _____
City Clerk

Date: _____

I understand and agree to the above on behalf of the City of Calabasas

By _____

Date: _____

Attest:

By _____
City Clerk

Date: _____

I understand and agree to the above on behalf of the City of Malibu

By _____

Date: _____

Attest:

By _____
City Clerk

Date: _____

I understand and agree to the above on behalf of the City of Westlake Village

By _____

Date: _____

Attest:

By _____
City Clerk

Date: _____

I understand and agree to the above on behalf of the County of Los Angeles

By _____

Date: _____

Attest:

By _____
County Clerk

Date: _____

I understand and agree to the above on behalf of the Las Virgenes Municipal Water District

By _____

Date: _____

Attest:

By _____
District Secretary

Date: _____

I understand and agree to the above:

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles County Flood Control District

By _____
Chairman, Board of Supervisors

Date: _____

Attest:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy