

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director *Y. Lall*
Prepared by: Shaun Kroes, Management Analyst *S. Kroes*

DATE: October 18, 2007 (CC meeting of 11-07-07)

SUBJECT: Consider Cost Sharing Memorandum of Agreement for the Calleguas Creek Total Maximum Daily Load Monitoring and Implementation Program and Resolution Amending the Fiscal Year 2007/08 Budget to Fund the Monitoring and Implementation Program

SUMMARY

The City Council is being asked to approve a Memorandum of Agreement (MOA) with the Cities of Camarillo, Oxnard, Simi Valley and Thousand Oaks, the Camarillo Sanitary District, the County of Ventura, the Ventura County Waterworks District No. 1, Camrosa Water District, the U.S. Department of Navy, the California Department of Transportation (collectively, the Public Agencies), and the Ventura County Agricultural Irrigated Lands Group (Ag Group) for management, funding and cost sharing required for the implementation of the Calleguas Creek Watershed Total Maximum Daily Load (TMDL) Program.

DISCUSSION

To date, four TMDLs for Calleguas Creek have been adopted by the Los Angeles Regional Water Quality Control Board (RWQCB) and the Environmental Protection Agency (EPA), which include impairments for Nitrogen; Toxicity; Organochlorine Pesticides, PCBs, and Siltation; and Metals. These TMDLs require specific water quality monitoring and implementation actions that must be completed within a specified time frame. The public agencies listed above along with the Ag Group worked collaboratively on these TMDLs and have determined that it would be more cost effective to share in the costs of the required monitoring and implementation program.

A MOA has been drafted to allocate the costs among the public agencies and Ag Group based on allocations adopted in the TMDLs and average discharge volume or flow from the dischargers. The MOA attachments are provided under separate cover and have been previously placed in Council Chambers for review. The first year costs for the overall

monitoring program is a little more than \$1.5 million, of which, Moorpark's contribution is \$27,959. The first year costs for implementation is a little over \$449,000, of which, Moorpark's contribution is \$6,282. This accounts for 1.9 percent and 1.4 percent of the total contributions, respectively. Cost allocation is based on the average annual discharge volume from each responsible entity. The majority of the contributions will come from Ag Group. The Publicly Owned Treatment Works (sanitation plants) are another contributing group, and include County Waterworks, the Camarillo Sanitary District, Camrosa, and the cities of Simi Valley and Thousand Oaks. The Urban dischargers are the third group, which include the County of Ventura, Caltrans, U.S. Navy, and cities of Moorpark, Simi Valley, Thousand Oaks, Camarillo, and Oxnard.

The combined cost to the City for the first year of the MOA is \$34,241. The City currently has \$25,000 budgeted for the TMDL program. Expense Account 1000.8320.0000.9103 includes \$8,500 for the Ventura County Environmental Health Department Automotive Business Inspections and \$25,000 for the TMDL program. Staff proposes amending the FY 2007/08 budget by appropriating \$15,000 from the General Fund (1000) to cover the cost increase of the TMDL MOA.

STAFF RECOMMENDATIONS (Roll Call Vote)

1. Authorize the Mayor to sign the MOA.
2. Adopt Resolution No. 2007 - _____.

Attachments:

1. Memorandum of Agreement
2. Resolution No. 2007 - _____

MEMORANDUM OF AGREEMENT

Management, Funding and Cost Sharing for the Implementation of the Calleguas Creek Watershed Total Maximum Daily Load Program

This Memorandum of Agreement ("**MOA**") is entered into effective _____ 2007, by the Camrosa Water District, the Camarillo Sanitary District, the City of Camarillo, the City of Moorpark, the City of Oxnard, the City of Simi Valley, the City of Thousand Oaks, the County of Ventura, the Ventura County Waterworks District No. 1, the U.S. Department of Navy, the California Department of Transportation (collectively, the "**Public Agencies**") and the Ventura County Agricultural Irrigated Lands Group within the Calleguas Creek Watershed ("Ag Group"), a subdivision of the Farm Bureau of Ventura County ("Farm Bureau"), which together with the Public Agencies are collectively the "**PARTIES**". The PARTIES agree as follows:

RECITALS

- A. On October 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("**RWQCB**") adopted Resolution No. 2002-017 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to include a Total Maximum Daily Load ("**TMDL**") for Nitrogen Compounds and Related Effects in Calleguas Creek, a copy of which is attached and incorporated as Exhibit A.
- B. On July 7, 2005, the RWQCB adopted Resolution No. 2005-009 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Toxicity, Chlorpyrifos, and Diazinon in Calleguas Creek, its tributaries and Mugu Lagoon a copy of which is attached and incorporated as Exhibit B.
- C. On July 7, 2005, the RWQCB adopted Resolution No. 2005-010 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Organochlorine Pesticides, Polychlorinated Biphenyls, and Siltation in Calleguas Creek, its tributaries and Mugu Lagoon, a copy of which is attached and incorporated as Exhibit C.
- D. On June 8, 2006, the RWQCB adopted Resolution No. 2006-012 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Metals for Calleguas Creek, its tributaries, and Mugu Lagoon, a copy of which is attached and incorporated as Exhibit D.
- E. RWQCB Resolutions 2002-017, 2005-009, 2005-010 and 2006-012 are jointly referred to herein as the "**TMDLs**".
- F. The TMDLs are not self-executing and have not been incorporated into existing National Pollutant Discharge Elimination System Permits regarding Waste Discharger Requirements for Municipal Stormwater and Urban Runoff Discharges or Publicly Owned Treatment Works ("**POTWs**") or the Irrigated Lands Waiver (RWQCB Order No. R4-2005-0080) (jointly referred to herein as the "**NPDES Permit**") within the Calleguas Creek Watershed ("**CCW**") in the manner required for the TMDL limits to be legally enforceable.

- G. The TMDLs require a monitoring and reporting program plan to be submitted to RWQCB for approval.
- H. On September 24, 2006 the PARTIES submitted to the RWQCB, in accordance with the requirements of the TMDLs, the Calleguas Creek Watershed Management Plan TMDL Monitoring and Reporting Program's Quality Assurance Program Plan ("**QAPP**") hereinafter referred to as "**Monitoring Plan,**" which is attached and incorporated as Exhibit E.
- I. On October 15, 2007, RWQCB approved the Monitoring Plan.
- J. The PARTIES intend to enter into this MOA to cooperatively establish a joint monitoring and implementation program ("**Program**") that is consistent with the approved Monitoring Plan and consistent with the TMDLs as they presently exist or are hereafter amended.
- K. The U.S. Department of the Navy ("**Navy**") is an agency of the federal government, and therefore may be subject to limitations on its ability or requirement to comply with every provision of this MOA to the same extent that the Public Agencies are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the United States Supreme Court, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, the ability of the Navy to participate directly in sampling, research or data gathering activities that are not located on Navy or federal lands or a point source of water discharge arising on Navy or federal lands, or other activities not specifically authorized by the federal Clean Water Act. To the extent the limitations described in this paragraph prevent the Navy from fully participating in the Program, it reserves the right, in its sole discretion, to participate in the Program and this MOA as a matter of comity. By entering into this MOA, the Navy does not authorize any of the Public Agencies to exercise regulatory authority over it except to the extent expressly permitted by state or federal law.
- L. The PARTIES also acknowledge that the obligation of the California Department of Transportation ("**Caltrans**") to contribute funds under this MOA is subject to the appropriation of funds by the California Legislature and the allocation of funds by the California Transportation Commission.

AGREEMENT

ARTICLE I – PURPOSE OF AGREEMENT

- 1.1. The purpose of this MOA is to cooperatively and voluntarily devise and jointly fund a coordinated Program that is consistent with the TMDLs, that implements the Monitoring Plan, and establishes a mechanism for the sharing of the costs associated with the Program. The PARTIES acknowledge that this MOA and the work to be accomplished hereunder is undertaken on a voluntary basis since the TMDL allocations have not been incorporated into the NPDES permits or Irrigated Lands Waiver in the manner required by law to be enforceable.
- 1.2. "Maximum Extent Practicable" Standard. Nothing in this MOA, nor any activity approved or carried out by the PARTIES hereunder, may be interpreted as a waiver of the position

that the efforts undertaken by the PARTIES are not subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 et seq.).

ARTICLE II – RESPONSIBILITIES

2.1. PARTIES.

- A. The PARTIES agree to designate four discharger groups as follows: 1) **POTWs**, consisting of Camrosa Water District, Camarillo Sanitary District, Ventura County Waterworks District No. 1, and the Cities of Simi Valley and Thousand Oaks; 2) **"Urban Dischargers,"** consisting of the Cities of Simi Valley, Thousand Oaks, Camarillo, Moorpark and Oxnard and the County of Ventura; 3) **"Agricultural Dischargers,"** consisting of the Ag Group; and 4) **"Other Dischargers,"** consisting of the U.S. Department of Navy and Caltrans.
- B. The PARTIES agree to form a **"Management Committee"** consisting of one representative each from the POTWs, Urban Dischargers and Other Dischargers groups and two representatives from the Agricultural Dischargers group. Each discharger group will select its applicable representatives and will also select an alternate representative to serve in the absence of each primary representative in whatever manner each group deems appropriate. The representatives of the discharger groups that consist of Public Agencies will be agency employees with appropriate technical backgrounds or responsibilities relevant to the purposes of the Program. The PARTIES authorize the Management Committee to oversee the Program and make decisions to assure the Program is carried out in a timely, accountable fashion. The PARTIES reserve the authority to adopt the annual budget, and task the Management Committee to diligently concur on a recommended budget annually in order to present a recommended budget to the PARTIES for adoption. The PARTIES further reserve the authority to make substantial changes to each budget and to review and adopt any budget increase during the fiscal year as may be required to implement the Program.
- C. Annually, the PARTIES must each contribute the funding allocated to their respective agency in accordance with Exhibit F and reflected in Exhibits G and H. Each PARTY's voting power and cost allocations will be based on such PARTY'S actual annual allocated costs.

2.2. MANAGEMENT COMMITTEE.

- A. The Management Committee will attempt to reach consensus on all issues. If a vote is necessary, each Management Committee member will have one vote. A motion requires four affirmative votes of the Management Committee for passage. The Management Committee representatives will serve a minimum term of one fiscal year starting July 1 through June 30. Each discharger group has the right to choose its representatives, including reappointing incumbent representatives, each fiscal year.
- B. The Management Committee will implement the Program following the principles and methods provided in this MOA.
- C. The Management Committee will recommend a budget for the PARTIES approval and funding as provided in this MOA.

- D. The Management Committee will manage Program task timelines and budgets as provided in the approved budget. The Management Committee will review and recommend budget variances and increases in funding to the PARTIES.
- E. The Management Committee will select the primary contractors ("**Prime Contractors**") to implement each element of the Program. The Prime Contractors will be responsible for technical program management in accordance with the requirements of the Monitoring Plans and TMDLs

2.3. FISCAL AGENT.

- A. The PARTIES will designate a "**Fiscal Agent**" for the PARTIES by a separate "**Fiscal Agent Contract**" which will be submitted for approval by the PARTIES. The Fiscal Agent will develop a recommended annual budget for review by the Management Committee, and ultimate approval by the PARTIES. The Fiscal Agent will contract with the selected Prime Contractors to implement the Program consisting of monitoring, laboratory services, data management, reporting, and implementation actions. The PARTIES agree to reimburse the Fiscal Agent for such management services as provided in the budget and the Fiscal Agent Contract.
- B. The Fiscal Agent must be a public agency and must serve a term of not less than one fiscal year.
- C. The then current Fiscal Agent may withdraw upon providing written notice to the Management Committee before March 1st prior to the next fiscal year.
- D. In the event that the Fiscal Agent withdraws from this MOA, another public agency may serve as successor Fiscal Agent. Any public agency willing to serve as successor Fiscal Agent may be nominated by another PARTY. Selection of a Fiscal Agent must be approved by the Management Committee.
- E. The Fiscal Agent must act in a timely manner to execute contracts with the Prime Contractor and all other contractors necessary to implement the Program. The Management Committee will select all contractors, and the Fiscal Agent will contract with those selected contractors. Upon the selection of a new Fiscal Agent, if necessary, the new Fiscal Agent will renegotiate all existing contracts to ensure that they are properly assigned to the new Fiscal Agent.
- F. The Fiscal Agent will be the treasurer of Program funds. The Fiscal Agent, in accordance with generally accepted accounting procedures, must keep the Program funds segregated from any other funds administered by the Fiscal Agent; must credit the Program with appropriate interest income earned on-Program funds in each fiscal year; and may not expend any funds except in accordance with the annual budget approved by the Management Committee or as otherwise directed by the Management Committee.
- G. By February 1st of each year, the Fiscal Agent must cause to be prepared a projected detailed annual budget for review and recommended approval by the Management Committee, and ultimate approval by the PARTIES, for the following fiscal year, as described under Section 3.1.B. The Fiscal Agent will retain all fiscal records for five years and make those records available for review by any PARTY upon request.

- H. The Fiscal Agent must provide a copy of any contract executed on behalf of the PARTIES to the Management Committee upon request.
 - I. The Fiscal Agent may request under its agreement with the PARTIES, and as part of the annual Program budget, reimbursement for reasonable and customary costs incurred in providing the services under this MOA. Reimbursement to the Fiscal Agent will be subject to Management Committee review and approval as part of the Program budget.
 - J. The Fiscal Agent will cause to be prepared an annual audit of expenditures and a report regarding the-Program and submit such audit and report to the Management Committee within 90 days of the close of each fiscal year.
- 2.4. DOCUMENTATION. The PARTIES agree to provide all readily available information and documentation that is deemed necessary to perform the Program.
- 2.5. GRANT OF ACCESS RIGHTS. During the term of this MOA, the PARTIES (including all members of the Ag Group) will grant the right of access and entry to all monitoring locations to the Prime Contractors or any other contractor retained by the Fiscal Agent at all reasonable times for the purposes of collecting monitoring data consistent with the Monitoring Plan subject to all applicable laws of such PARTY. Any Public Agency or Prime Contractor intending to enter onto another PARTY's right-of-way, property or easement must first make a written request to the affected PARTY, identifying the site location, extent of access by persons (and equipment if any), dates and times of entry, as well as an explanation of the purpose of that entry. The affected PARTY will then determine, within 10 working days, if that entry will require a formal encroachment permit or other approval. If a formal permit or approval is required, the Public Agency or Prime Contractors must obtain such permit or approval. If a formal permit or approval is not required based on that PARTY's applicable law, the affected PARTY may still condition the right of entry on the accompaniment of a representative of the affected PARTY, who may restrict or limit the access to those persons deemed necessary at the sole discretion of the affected PARTY.

ARTICLE III – FUNDING, COST & DATA SHARING

3.1. FUNDING.

- A. The PARTIES agree to provide funding for the costs of the Program including the services performed by the Prime Contractor and any other contractor retained by the Fiscal Agent consistent with each PARTY's percentage allocation as set forth in Exhibit E and reflected in Exhibits G and H.
- B. The monitoring cost estimate for the initial Program year is attached as Exhibit G. The implementation cost estimate for the initial Program year is attached as Exhibit H. If the initial year actual budget exceeds the projected costs in Exhibits G and H, the Management Committee will develop a recommendation and call for a vote of the PARTIES to approve a revised budget. After the initial year, the applicable Prime Contractor and the Fiscal Agent will prepare a draft annual budget. The Fiscal Agent will facilitate budget review by the Management Committee and, upon the Management Committee reaching agreement, presentation of the recommended annual budget to the PARTIES. Once the PARTIES reach a two-thirds majority agreement on the recommended annual budget based on the PARTIES' percentage allocations, the budget will be considered an approved annual budget for the following fiscal year. The applicable Prime Contractor and Fiscal Agent will be provided a draft budget deadline by

the Management Committee to provide sufficient time for review of the recommended Annual Budget to allow for its timely passage prior to June 30 annually.

- C. The Fiscal Agent will provide timely notice of fund transfers necessary to meet budgeted activities.
- D. The PARTIES understand and agree that the Farm Bureau of Ventura County has no specific or direct liability for the funds to be paid by the Ag Group within the Calleguas Creek Watershed pursuant to this MOA. The Farm Bureau is a facilitator with the Regional Water Quality Control Board in an Irrigated Agricultural Lands Waiver Program for properties within Ventura County, including properties within the CCW. The Farm Bureau cannot ensure that all irrigated agricultural property within the CCW is participating in, or will participate in the Ag Group. The Ag Group is the entity from which the Farm Bureau will collect funds due under this MOA.

In such capacity as a facilitator, the Farm Bureau cannot ensure or guarantee that all funds due from agriculture pursuant to this MOA will be collected. The Farm Bureau will use its best efforts to secure the greatest amount of participation by agricultural property within the CCW and the collection of funds due and owing under this MOA.

- E. To the extent a PARTY fails to timely pay all or a portion of such PARTY's cost allocation, the Management Committee must direct the applicable Prime Contractors to reduce to the extent feasible the Program monitoring and implementation activities that directly apply to such PARTY in proportion to the reduction in contributions from such PARTY. Under no circumstances will any PARTY be required to increase its contribution based on the failure of another PARTY to pay all or a portion of its cost allocation.

3.2. CONTRACT FOR SERVICES.

- A. The Management Committee will assist the Fiscal Agent in issuing requests for proposals, negotiating contracts, and selecting the Prime Contractors and any other contractors. If bids for the initial year of any subsequent fiscal year costs exceed the estimates in Exhibits G and H by more than ten percent (10%), the Management Committee must notify the PARTIES and request the PARTIES' direction on approval of additional funds. Payment for contract activities may only be made upon review and approval by the Management Committee of invoices submitted by the Prime Contractors and all other contractors.
- B. All Prime Contractors and all other contractors will be retained by contract with the Fiscal Agent. The Fiscal Agent will disburse funds to contractors within 30 days after approval of the invoice by the Management Committee. The Fiscal Agent will perform this role for the administrative convenience of the PARTIES.
- C. Invoice and Payment. All costs for the Program are to be shared based upon each PARTY's percentage allocation as set forth in Exhibit F. Fifty percent (50%) of each PARTY's share of first year costs as set forth in Exhibits G and H will be invoiced by, and is due and payable to the Fiscal Agent from each PARTY upon the effective date of this MOA, and the remaining fifty percent (50%) is due after six months from the effective date of the MOA. Subsequent annual budget costs will be due and payable to the Fiscal Agent within 45 days of receipt of the invoice, or upon such other terms as the Management Committee may approve.

3.3 DATA SHARING.

It is the intent of the PARTIES that the monitoring data collected will remain in draft form until released to the RWQCB under the PARTIES' NPDES permits and the Irrigated Lands Waiver. Prior to such disclosure, no PARTY may share the monitoring data generated from the Program with members of the public without first obtaining permission from the Management Committee.

ARTICLE IV – GENERAL PROVISIONS

4.1. TERM. The effective date of this MOA is the date first above written. The initial term of the MOA will continue for a period of five years from the effective date. Thereafter, the MOA will automatically renew upon the anniversary of the effective date upon consensus of the PARTIES until terminated in the manner provided for in this MOA

4.2. WITHDRAWAL.

A. Any PARTY may withdraw from this MOA by providing written notice to the Management Committee on or before: (i) March 1 in any year; (ii) 30 days from notice of the Management Committee's recommended annual budget; or (iii) 15 days from any other PARTY's notice of withdrawal. If notice is timely given, the withdrawal will become effective at the beginning of the next fiscal year.

B. Any PARTY that withdraws from this MOA will remain liable for that PARTY's share of the costs under this MOA through the end of the then current fiscal year.

C. The withdrawing PARTY will be responsible for all lawfully assessed penalties on such PARTY as a consequence of and subsequent to the withdrawal. The withdrawing PARTY will also be responsible for fulfilling all requirements of the Program applicable to such withdrawing PARTY.

D. Upon withdrawal or delay in adoption of the MOU by any PARTY, the Management Committee will revise the cost sharing formula set forth in Exhibit F to equitably reduce or reapportion the withdrawing PARTY's contribution among the remaining PARTIES.

4.3. AMENDMENTS.

During the term of this MOA, any PARTY may request that the other PARTIES negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of changed circumstances.

Any amendment to this MOA must be in writing and must be consented to by all PARTIES. Upon such consent, the amendment must be executed by each Party within three months of notice by the Management Committee.

4.4. NOTICES. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder must be in writing and must be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit I attached hereto. A notice will be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile; or (b) on the third business day following deposit in the United States mail, postage prepaid.

- 4.5. RELATIONSHIP OF THE PARTIES. The PARTIES are, and will at all times remain as to each other, wholly independent entities. No PARTY has the 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 will be deemed for any purposes whatsoever to be an agent, employee or officer of another PARTY.
- 4.6. COOPERATION, FURTHER ACTS. The PARTIES agree to cooperate fully with one another to attain the purposes and objectives of this MOA.
- 4.7. INDEMNIFICATION. Each PARTY will be solely responsible and liable for its individual obligations under this MOA. Each PARTY agrees to indemnify, defend, and hold the other PARTIES harmless for all losses, claims, and liability including attorney fees and costs, arising to the extent of the negligence or willful misconduct of the indemnifying PARTY.
- 4.8. EXECUTION OF COUNTERPARTS. This MOA may be executed in counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.
- 4.9. GOVERNING LAW. This MOA is governed by the laws of the State of California.
- 4.10. SEVERABILITY. If any provision of this MOA is determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOA will not be affected will be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.

(Signatures on following pages)

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed on their behalf as of the date specified below, respectively, as follows:

CAMROSA WATER DISTRICT

Date: _____

APPROVED AS TO FORM:

By: _____
Chair, Board of Directors

By: _____
General Counsel

CAMARILLO SANITARY DISTRICT

Date: _____

APPROVED AS TO FORM:

By: _____
Chair, Board of Directors

By: _____
General Counsel

CITY OF CAMARILLO

Date: _____

APPROVED AS TO FORM:

By: _____
Mayor, City Council

By: _____
City Attorney

CITY OF MOORPARK

Date: _____

APPROVED AS TO FORM:

By: _____
Mayor, City Council

By: _____
City Attorney

CITY OF OXNARD

Date: _____

APPROVED AS TO FORM:

By: _____
Mayor, City Council

By: _____
City Attorney

CITY OF SIMI VALLEY

Date: _____

APPROVED AS TO FORM:

By: _____
Mayor, City Council

By: _____
City Attorney

CITY OF THOUSAND OAKS

Date: _____

APPROVED AS TO FORM:

By: _____
Mayor, City Council

By: _____
City Attorney

COUNTY OF VENTURA

Date: _____

APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
County Counsel

VENTURA COUNTY WATERWORKS DISTRICT NO. 1

Date: _____

APPROVED AS TO FORM:

By: _____
Chair, Board of Directors

By: _____
General Counsel

UNITED STATES DEPARTMENT OF NAVY

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____
General Counsel

VENTURA COUNTY AGRICULTURAL IRRIGATED LANDS GROUP, a subdivision of the Farm Bureau of Ventura County

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____
General Counsel

**STATE OF CALIFORNIA
Department of Transportation**

Will Kempton
Director of Transportation

By _____
Douglas R. Failing
District Director

Approved as to Form & Procedure:

By: _____
William B. Bassett
Attorney

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

LIST OF EXHIBITS

- Exhibit A: RWQCB Resolution 02-017 – Nutrient TMDL
- Exhibit B: RWQCB Resolution R4-2005-009 – Toxicity TMDL
- Exhibit C: RWQCB Resolution R4- 2005-010 – Pesticides TMDL
- Exhibit D: RWQCB Resolution R4 - 2006-012 – Metals TMDL
- Exhibit E: CCWMP TMDL Monitoring QAPP
- Exhibit F: Program Cost Percentage Allocation to each PARTY
- Exhibit G: Estimate of First Year Program Monitoring Costs
- Exhibit H: Estimate of First Year Program Implementation Costs
- Exhibit I: PARTY Representatives

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2007/08 BUDGET BY APPROPRIATING \$15,000 FROM GENERAL FUND (1000) FOR TMDL MONITORING & IMPLEMENTATION PROGRAM

WHEREAS, on June 20, 2007, the City Council adopted the budget for Fiscal Year 2007/2008; and

WHEREAS, on November 7, 2007, the City Council approved the Cost Sharing Memorandum of Agreement for the Calleguas Creek TMDL Monitoring & Implementation Program; and

WHEREAS, Exhibit "A" attached hereto and made a part hereof, describes said budget amendment and its resultant impacts to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a budget amendment in the aggregate increase of \$15,000, as described in Exhibit "A" attached hereto, is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original Resolutions.

PASSED AND ADOPTED this 7th day of November, 2007.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

EXHIBIT A

BUDGET AMENDMENT FOR
COST SHARING MEMORANDUM OF AGREEMENT FOR THE CALLEGUAS CREEK
TMDL MONITORING & IMPLEMENTATION PROGRAM
FY 2007/08

FUND ALLOCATION FROM:

Fund	Account Number	Amount
General Fund	1000-5500	\$15,000.00
Total		\$15,000.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget	Revision	Amended Budget
1000.8320.0000.9103	\$33,500.00	\$15,000.00	\$48,500.00
Total	\$33,500.00	\$15,000.00	\$48,500.00

Approved: 