

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
AMONG
CITY OF THOUSAND OAKS, COUNTY OF VENTURA, AND
VENTURA COUNTY WATERSHED PROTECTION DISTRICT
TO PROVIDE EQUAL COST SHARING TO FUND IMPLEMENTATION OF
TOTAL MAXIMUM DAILY LOADS IN UPPER MALIBU CREEK WATERSHED**

This “First Amendment” to the Memorandum of Agreement entered into between the **CITY OF THOUSAND OAKS** (herein referred to as “City”), a municipal corporation, **COUNTY OF VENTURA** (hereafter referred to as “County”), and **VENTURA COUNTY WATERSHED PROTECTION DISTRICT** (hereafter referred to as “District”) (collectively referred to as the “Parties” and individually as “Party”), entitled “Equal Cost Sharing to Fund Implementation of Total Maximum Daily Loads in Upper Malibu Creek Watershed” and dated July 1, 2021, (herein “Agreement”) is made this 1st day of July, 2024.

RECITALS

WHEREAS, the Agreement memorializes the Parties’ the roles and responsibilities to implement total maximum daily loads for bacteria and trash in Upper Malibu Creek Watershed adopted by Los Angeles Regional Water Quality Control Board and to share costs related thereto; and

WHEREAS, Sections 6 and 18 of the Agreement allow for the term to be extended and other provisions to be modified by written mutual consent of the Parties; and

WHEREAS, the Parties desire to continue their implementation of total maximum daily loads in Upper Malibu Creek Watershed by amending the Agreement to extend its term for an additional three (3) years and fund continued implementation for an additional three (3) years.

AGREEMENT TO AMEND

NOW, THEREFORE, the Parties agree as follows:

Part 1. Subsection (b) of Section 3 of the Agreement is amended to read as follows:

(b) **Maximum and Rates.** Except for authorized extra services (pursuant to Section 4), in any given Fiscal Year, the total budget amount for the performance of services under this Agreement **SHALL NOT EXCEED** the “Total TMDL Implementation” amount for the applicable Fiscal Year set forth in Exhibits “B” and “B-1,” attached hereto (each a “Not To Exceed Amount”). Compensation under this Agreement shall be earned as the work progresses according to the rates set forth in Exhibits “B” and “B-1.” Each Party is responsible for 1/3 of the total fees due to the Fiscal Agent, including payment to consultants for contract expenses, subject to the Not To Exceed Amount applicable in a

given Fiscal Year. The rates and expenses set forth in Exhibits “B” and “B-1” shall be binding upon each Party until June 30, 2027. The Fiscal Agent will prepare an annual budget for review and approval by the Parties, provided an applicable Not To Exceed Amount is the total compensation for all work described under this Agreement.

Part 2. Section 6 of the Agreement is amended to read as follows:

The term of this Agreement is extended from the date first written above to June 30, 2027, unless extended or terminated as provided herein.

Part 3. Exhibit A (Scope of Work) of the Agreement is deleted and replaced in its entirety with Exhibit A-1, attached hereto.

Part 4. New Exhibit “B-1” (Schedule of Fees), attached hereto, is added to the Agreement following Exhibit “B.”

Part 5. New Exhibit “C-1” (Cost Share Contributions), attached hereto, is added to the Agreement following Exhibit “C.”

Part 6. Except for the amendments described in this First Amendment, all other terms and conditions of the Agreement shall remain in effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed by the Parties effective on the date and year first above written.

CITY OF THOUSAND OAKS

COUNTY OF VENTURA

Al Adam, Mayor

David Sasek, P.E.,
Public Works Agency – Interim Director

ATTEST

**VENTURA COUNTY WATERSHED
PROTECTION DISTRICT**

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION

David Fleisch, P.E.,
Public Works Agency Assistant Director

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM

Tracy Friedl, Assistant City Attorney

**EXHIBIT A-1
SCOPE OF WORK
FOR
UPPER MALIBU CREEK WATERSHED
TOTAL MAXIMUM DAILY LOAD IMPLEMENTATION**

1. BACTERIA AND NUTRIENTS TOTAL MAXIMUM DAILY LOADS (TMDLS)

Task 1 – Water Quality Sample Collection

Under a contract with County of Ventura, the Consultant shall conduct water quality monitoring and reporting consistent with procedures outlined in the Coordinated Integrated Monitoring Program (CIMP) dated April 2024, or as later amended. Samples shall be collected at up to three locations, at a maximum frequency for the designated constituents for each sampling location, as defined in Table 1.

Table 1. Maximum Sampling Frequency¹

Monitoring Site ID:	ME-LC	MCW-12	MO-OKP
Site Type:	Receiving Waters		Major Outfall
<i>E. coli</i>	Weekly	Weekly	Weekly ²
Total Phosphorus	Monthly	Monthly	3 wet / 4 dry
Ammonia	Monthly	Monthly	3 wet / 4 dry
Total Kjeldahl Nitrogen (TKN)	Monthly	Monthly	3 wet / 4 dry
Nitrate+Nitrite-N	Monthly	Monthly	3 wet / 4 dry
Total Nitrogen (calculation)	Monthly	Monthly	3 wet / 4 dry
Benthic Chlorophyll <i>a</i>	0 wet / 1 dry	0 wet / 1 dry	N/A
Algal Coverage	0 wet / 1 dry	0 wet / 1 dry	N/A

1. Frequencies denoted as “X wet / X dry” indicate the number of samples to be collected wet weather and dry weather conditions, per the sampling methodology outlined in the CIMP.
2. The *E. coli* sampling frequency is expected to be 3 wet / 4 dry until the final TMDL effective date of July 15, 2026, upon which it is expected to increase to weekly.

Task 1.1 Bacteria Sampling Methods

At a maximum frequency of weekly, water samples shall be collected from up to three established monitoring locations, via grab samples, placed on ice and delivered to an analytical laboratory courier under chain of custody (COC) within a six-hour holding time for *E. Coli* analysis by SM 9221, or other method approved by LARWQCB. Sampling activities will be completed on a designated day of the week at each monitoring location in the Malibu Creek watershed. Samples may be collected on other days in the event of a holiday, staffing conflict, or if the laboratory schedule requires a shift in sample collection days or time. Samples collected at the major outfall site may be collected according to weather condition (e.g., 3 samples during wet weather and 4 samples during dry weather), instead of weekly until the final TMDL effective date of July 15, 2026.

Task 1.2 Nutrients Sampling Methods

Once per month, grab samples collected from up to two receiving water sites for bacteria monitoring will also be analyzed for nutrient parameters (excluding benthic chlorophyll *a* and algal coverage), as listed in Table 1. Additionally, samples collected at the major outfall site may be collected according to weather condition (e.g., 3 samples during wet weather and 4 samples during dry weather), instead of monthly.

For up to one dry weather sampling event per year, up to two receiving water sampling sites will be analyzed/sampled for Benthic Chlorophyll *a* and Algal Coverage, according to Surface Water Ambient Monitoring Program (SWAMP) Standard Operating Procedures. Samples will be collected for Benthic Chlorophyll *a* and Algal Coverage between May and July.

Task 1.3 Observational and In-Situ Data Collection

The Consultant shall also collect photographs, observational data, and in-situ field measurements (Table 1) and record this information in an electronic, project-specific field data form. In addition, the consultant shall maintain pH calibration logs which will be provided to the Agency upon request or at the end of the contract.

Table 2. In-situ Measurements and Observational Data

Water Quality Parameters	
1. Air temperature (°F)	6. Salinity (ppt)
2. Flow (cfs)	7. Water temperature (°C)
3. Dissolved oxygen (% and mg/L)	8. Turbidity (NTU)
4. Conductivity (µS)	9. pH ([H+])
5. Specific conductivity (µS)	10. Additional physical observations at each site

Task 1.4 Grab Sampling Methods and Procedures

Where feasible, grab samples will be collected by the direct submersion hand technique, directly into the appropriate bottles at approximately mid-stream, mid-depth, and at the location of greatest flow. While the direct submersion hand technique is the preferred method for grab sample collection this method may not always be feasible due to monitoring location configuration, safety concerns, and/or flow regime. In these cases, a sample pole or intermediate container may be used to collect samples. An intermediate container may consist of a clean high-density polyethylene (HDPE) bottle. Monitoring location configuration will dictate grab sample collection technique.

Immediately following collection, samples will be placed on ice and delivered to the analytical laboratory courier under Chain of Custody (COC) protocol to allow for

analysis within constituent hold-times. If sampling conditions are unsafe (e.g., due to storm events, flood, unauthorized interference, etc.), sampling will be postponed until conditions allow for safe sample collection, as identified by the consultant and approved by the Parties.

A description of unsafe sampling conditions will be recorded. In the event suspicious discharges or evidence of discharges is observed, the Consultant will contact the designated representative within 24 hours.

Task 1.5 Flow Measurements

Flow data will be collected at the monitoring locations. If automated flow meters are installed on-site, flow data will be collected from the on-site equipment. If flow meters are not installed on-site, flow data will be measured.

When measuring flow and water depth is sufficient, a Hach FH950 (or similar) velocity meter will be used to measure flow using the velocity area method. When water depth is insufficient, the neutrally buoyant object method will be used to measure flow. When measuring flow using either method, the sampler will follow the procedures described in the SWAMP Standard Operating Procedures.

Task 2 – Data Management and Reporting

The Consultant shall manage the quantitative data collected at the monitoring locations in a Microsoft Excel spreadsheet, using the County's reporting template. Data management includes data compilation and digital field data sheet compilation, as well as weekly tracking of rain gage data from the Los Angeles County Department of Public Works' ALERT Rainfall Gage 317 (Agoura) (found at <https://dpw.lacounty.gov/wrd/rainfall/>).

In addition, the Consultant shall prepare semi-annual data reports that include laboratory and field monitoring data and quality assurance/quality control (QA/QC) analyses in CEDEN format. The consultant shall also prepare annual reports that include a cover letter, summaries of sampling events, QA/QC analysis, and exceedances.

Task 3 – Project Management

The Consultant shall conduct general project management services to ensure that all activities are completed in an effective and efficient manner. This task will include monthly project management, as well as client communication and meetings.

Task 4 – Laboratory Services

Under a separate contract with the City, the analytical laboratory shall perform laboratory analyses for samples taken that pertain to the Malibu Creek TMDLs. On sampling days, analytical laboratory staff shall coordinate with designated staff to pick up surface water samples to be analyzed using LARWQCB-approved methods.

These samples will be handled, preserved, and analyzed as stated in the Standard Methods for Examination of Water and Wastewater (Standard Methods). Results will be produced and reported to the consultant within 10 days from the time the samples were received.

2. TRASH TMDL

Task 1 – Monthly Special Cleanup Events

Under a separate Memorandum of Agreement with the County (MOA), the Consultant shall schedule monthly special cleanup, or Best Management Practice (BMP), events at two monitoring sites to reduce the amount of trash entering Medea and Lindero Creeks. The Consultant shall inform the Agreement Parties (Parties) two weeks in advance of planned field work each month. Each BMP event shall be conducted in accordance with the revised MCW Trash TMDL Monitoring and Reporting Plan (TMRP) dated August 6, 2020, or as amended. The field team leader will be responsible for ensuring the team follows proper procedures, accurate completion of quality assurance/quality control (QA/QC) of field data and sheets, photo documentation, recordation of GPS coordinates, and general support of other crew members, as necessary. A dedicated field crew member will be responsible for recording all data on the field sheets and additional crew members will conduct trash pickup on the banks and from the stream channel. In addition, the consultant shall plan and coordinate periodic volunteer cleanup events in both Medea Creek and Lindero Creek, within the jurisdictional areas of the Parties.

Task 2 – Monthly MFAC Assessments

The Consultant shall schedule monthly Minimum Frequency and Collection (MFAC) assessment events at two monitoring sites - no sooner than 2 weeks after special cleanup events, unless approved. The consultant shall inform the Parties at least two weeks in advanced of planned field work each month. Each MFAC event shall be conducted in accordance with the revised MCW Trash TMDL Monitoring and Reporting Plan (TMRP) dated August 6, 2020, or as amended. The field team leader will be responsible for the team following proper procedures, accurate completion of QA/QC of field data and sheets, photo documentation, recordation of GPS coordinates, and general support of other crew members, as necessary. A dedicated field crew member will be responsible for recording all data on the field sheets and additional crew members will conduct trash pickup on the banks and from the stream channel.

Each Monthly MFAC Assessment Event will include:

- A. The field crew, supervised by the Consultant, will collect all trash within the monitoring site boundaries, in accordance with the approved MCW Trash TMDL Trash Monitoring and Reporting Plan (TMRP) most recently revised on August 6, 2020, or as amended.

- B. The field crew, supervised by the Consultant, will be required to record all collected trash at the time of collection and collect appropriate photos to document field conditions and collected trash. Accuracy of data by site and location is critical to comply with the required reporting to the LARWQCB to meet compliance with the TMDL.
- C. The field crew leader will be required to conduct QA/QC on all data sheets prior to leaving any site. Data sheets should be filled out, completed, and signed by the field crew leader. All needed information should be included on data sheets, including all information necessary for any legacy trash or hazardous materials.
- D. The field crew will ensure that collected trash is properly disposed of after an event has been concluded.
- E. The field crew, supervised by the consultant, will be responsible for photo documentation of any conditions that are determined to be unsafe and result in incomplete assessment at a site or location. When assessment at a site or location is deemed unsafe by the Crew Leader and properly documented, re-assessment of the site will not be required.
- F. The TMRP outlines all the information and data to be recorded.
- G. The Consultant will submit all field data sheets, spatial information, digital pictures and incidents of Legacy Trash and/or Hazardous Materials identified during the sampling event to the Parties, not longer than 1 week after the last collection event.

Task 3 – MFAC During Rain and Wind Events

If LARWQCB requests MFAC events to be completed on the day of rain and wind events, the TMRP will be revised to include detailed information about rain and wind events and training will be provided to field crew prior to the first rain or wind event.

Task 4 – Provide Oversight and Training for Field Crew

The Consultant will conduct training of the field crew on an as-needed basis to ensure that field crew are properly trained during each cleanup and MFAC event. The Consultant will conduct and document a tailgate meeting to provide refresher prior to each clean up and MFAC event. The Consultant will be responsible for properly training field crew on equipment usage (e.g., digital camera, GPS, computer software, etc.).

Task 5 – Reporting

The Consultant shall submit monthly BMP cleanup, monthly MFAC assessment data, and photos to the Parties via email or other digital transfer means approved by the Parties. The Consultant shall prepare the Annual Report in accordance with the TMRP with a draft Annual Report due to the Parties by November 15th. The Parties will

review and provide timely comments for the Annual Report to be completed and submitted to LARWQCB no later than December 15th.

Task 6 – Community Outreach and Volunteer Cleanup Events

The Consultant will reach out, organize, and coordinate volunteer cleanup events in the Upper Malibu Creek Watershed within jurisdictional areas of the Parties. Community outreach may include local businesses and schools. The Consultant will document all outreach and volunteer cleanup efforts in the Annual Reports.

Task 7 – Project Management

The Consultant shall conduct general project management services to ensure that all activities are completed in an effective and efficient manner. This task will include monthly project management, as well as client communication and meetings.

3. UPPER MCW TMDL TECHNICAL ASSISTANCE

The County will contract with a Consultant to provide TMDL technical assistance. The Consultant will provide technical and environmental professional services on an “on-call” and/or “as-needed” basis to assist the Parties in reviewing/analyzing regulatory documents, providing comments to regulatory agencies, and planning implementation of the Upper Malibu Creek Watershed TMDLs, new TMDL requirements, and regional or statewide policies that could impact the needs for future TMDLs.

Task 1 – Document Review and Comments

The Consultant shall review and provide comments on documents, including but not limited to, staff reports, resolutions, and letters prepared by the LARWQCB, State Water Resources Control Board, U.S. EPA, or others for TMDLs in Upper Malibu Creek Watershed or associated regulatory proposals (e.g., new objectives). This review may require technical analysis of load allocations, waste load allocations, feasibility analysis of implementation plans, and regulatory review of alternative compliance options. The consultant will also provide as needed technical assistance related to Upper Malibu Creek Watershed TMDL implementation, as outlined by the CIMP and the Ventura County Watershed Management Program for Malibu Creek Watershed (WMP).

Task 2 – Technical Assistance

The Consultant shall provide technical assistance and/or recommendations to the Parties, as needed and requested. Potential areas of assistance could include evaluation of Regional Municipal Stormwater Permit regulations for the upper Malibu Creek Watershed TMDLs; providing the Parties with suggestions for courses of action to comply with the permit, TMDLs, and WMP, including potentially support for time schedule orders; developing compliance strategies and accompanying monitoring; and preparation of technical materials and data analysis needed to support TMDL implementation and compliance.

Task 3 – Meeting Attendance

The Consultant shall attend meetings to discuss any Upper Malibu Creek Watershed TMDL issues, as requested by the Parties. Upon request, the Consultant shall prepare testimony, documentation, and/or PowerPoint presentations for internal meetings or LARWQCB meetings.

EXHIBIT B-1 SCHEDULE OF FEES

Table B-1 Project Cost for Fiscal Year 2024-2025

TMDL & TMDL Tasks	County of Ventura	Ventura County Watershed Protection District	City of Thousand Oaks	Subtotal
Bacteria/Nutrients				
- Sample collection, monitoring data management, and reporting	\$67,445.62	\$0	\$0	\$67,445.62
- Laboratory analysis of samples	\$0	\$0	\$12,000.00	\$12,000.00
Bacteria TMDL Subtotal:				\$79,445.62
Trash				
- Monitoring, reporting, and special cleanups	\$72,876.80	\$0	\$0	\$72,876.80
Trash TMDL Subtotal:				\$72,876.80
Contingency (5%)	\$7,616.12			\$7,616.12
Upper MCW TMDL Technical Assistance	\$60,000.00	\$0	\$0	\$60,000.00
2% Administration Fee to the Fiscal Agent				\$4,398.77
Total TMDL Implementation in FY 2024-2025:				\$224,337.31

Table B-2 Project Cost for Fiscal Year 2025-2026

TMDL & TMDL Tasks	County of Ventura	Ventura County Watershed Protection District	City of Thousand Oaks	Subtotal
Bacteria/Nutrients				
- Sample collection, monitoring data management, and reporting	\$70,817.90	\$0	\$0	\$70,817.90
- Laboratory analysis of samples	\$0	\$0	\$14,500.00	\$14,500.00
Bacteria TMDL Subtotal:				\$85,317.90
Trash				
- Monitoring, reporting, and special cleanups	\$74,581.26	\$0	\$0	\$74,581.26
Trash TMDL Subtotal:				\$74,581.26
Contingency (5%)	\$7,994.96			\$7,994.96
Upper MCW TMDL Technical Assistance	\$60,000.00	\$0	\$0	\$60,000.00
2% Administration Fee to the Fiscal Agent				\$4,557.88
Total TMDL Implementation in FY 2025-2026:				\$232,452.00

EXHIBIT B-1 (CONTINUED)
SCHEDULE OF FEES

Table B-3 Project Cost for Fiscal Year 2026-2027

TMDL & TMDL Tasks	County of Ventura	Ventura County Watershed Protection District	City of Thousand Oaks	Subtotal
Bacteria/Nutrients				
- Sample collection, monitoring data management, and reporting	\$74,358.80	\$0	\$0	\$74,358.80
- Laboratory analysis of samples	\$0	\$0	\$17,500.00	\$17,500.00
Bacteria TMDL Subtotal:				\$91,858.80
Trash				
- Monitoring, reporting, and special cleanups	\$77,717.55	\$0	\$0	\$77,717.55
Trash TMDL Subtotal:				\$77,717.55
Contingency (5%)	\$8,478.82			\$8,478.82
Upper MCW TMDL Technical Assistance	\$60,000.00	\$0	\$0	\$60,000.00
2% Administration Fee to the Fiscal Agent				\$4,761.10
Total TMDL Implementation in FY 2026-2027:				\$242,816.26

EXHIBIT C-1 COST SHARE CONTRIBUTIONS

Table C-1 Cost Sharing Distribution Table for Fiscal Year 2024-2025

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$212,337.31)	\$0	\$137,558.21	\$74,779.10
Ventura County Watershed Protection District	\$0.00	(\$74,779.10)	\$0	\$74,779.10
City of Thousand Oaks	(\$12,000.00)	(\$62,779.10)	\$0	\$74,779.10
Total	(\$224,337.31)	(\$137,558.21)	\$137,558.21	\$224,337.31

Table C-2 Cost Sharing Distribution Table for Fiscal Year 2025-2026

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$217,952.00)	\$0	\$140,468.00	\$77,484.00
Ventura County Watershed Protection District	\$0.00	(\$77,484.00)	\$0	\$77,484.00
City of Thousand Oaks	(\$14,500.00)	(\$62,984.00)	\$0	\$77,484.00
Total	(\$232,452.00)	(\$140,468.00)	\$140,468.00	\$232,452.00

Table C-3 Cost Sharing Distribution Table for Fiscal Year 2026-2027

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$225,316.26)	\$0	\$144,377.51	\$80,938.75
Ventura County Watershed Protection District	\$0.00	(\$80,938.75)	\$0	\$80,938.75
City of Thousand Oaks	(\$17,500.00)	(\$63,438.75)	\$0	\$80,938.75
Total	(\$242,816.26)	(\$144,377.51)	\$144,377.51	\$242,816.26