

**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 Memorandum of Agreement ("Agreement") is entered into this 1st day of July, 2021, by and among the City of Thousand Oaks, a municipal corporation (herein referred to as "City"), County of Ventura, (hereafter referred to as "County"), and Ventura County Watershed Protection District ("District") (collectively referred to as the "Parties" and individually a "Party").

**RECITALS**

WHEREAS, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted Total Maximum Daily Loads (TMDLs) in the Malibu Creek Watershed (MCW) for Bacteria and Trash which came into effect on January 24, 2006 and July 7, 2009, respectively; and,

WHEREAS, the US Environmental Protection Agency (EPA) developed and approved TMDLs for Nutrients for MCW, which came into effect on March 21, 2003; Nutrients and Sedimentation in Malibu Creek and Lagoon to Address Benthic Impairments, which came into effect on July 2, 2013; followed by LARWQCB adopting an implementation plan for these TMDLs in effect since May 16, 2017; and,

WHEREAS, TMDLs require the Parties to implement monitoring programs per approved plans, prepare and submit monitoring reports and implementation plans, and implement control strategies to achieve Waste Load Allocations (WLAs) and Load Allocations (LAs) as defined by TMDLs for the MCW; and,

WHEREAS, the Parties desire to form a stakeholder group known as the MCW TMDL Stakeholder Group and to equally share the cost of implementation of TMDL requirements for monitoring, reporting, special studies, legal reviews, and compliance-related actions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and Agreements set forth herein, the Parties hereby agree as follows:

**AGREEMENT**

**1. RETENTION OF SERVICE PROVIDERS**

Each Party hereby retains consultants or contractors as needed, and to the extent that said agents hereby accept such engagement to perform the services described in the

Scope of Work, Exhibit "A," attached hereto and incorporated herein. Each Party warrants that it, or its representative, has the qualifications, experience, and facilities to properly and timely perform said services.

- (a) County shall act as the Fiscal Agent under this Agreement and shall perform all the following:
  - i. Award, execute, and administer contracts for consultant services to conduct the bacteria and trash TMDL monitoring, reporting, planning, and implementation of plan development in accordance with Exhibit "A" of this Agreement, and to act on behalf of the Parties with regards to the contracts.
  - ii. ~~Furnish the Parties with an annual accounting of the cost of the TMDL implementation, within one hundred twenty (120) calendar days after the completion of the activities for that year provided, however; the Parties may grant an extension of time to complete the annual accounting.~~
  - iii. Accept from the Parties as County's cost of providing Fiscal Agent services including annual accounting and issuing invoices during the term of this Agreement an amount equal to 2% of the consultant contracts for services described in Exhibit "A" of this Agreement.
  - iv. Furnish data, reports, and any other documentation generated by the consultant to the Parties prior to subsequent submission to LARWQCB as set forth in the TMDLs under this Agreement.
  - v. Submit compliance reports and planning documentation to the Parties prior to subsequent submission to LARWQCB.
  - vi. Act as the Fiscal Agent for contract and technical management and fiscal coordination in connection with the implementation of planning and monitoring requirements of the upper MCW TMDLs.
  
- (b) The City shall perform all the following:
  - i. Award, execute, and administer a contract for analytical laboratory services for bacteria TMDL monitoring in accordance with Exhibit "A" of this Agreement, and to act on behalf of the Parties with regards to the contract.
  - ii. Furnish data, reports, and documentation generated by the analytical laboratory's service provider to the Parties prior to subsequent submission to LARWQCB, as set forth in the TMDLs under this Agreement.

- (c) Each Party shall perform all the following:
- i. Assist with collection and assemblage of data, studies, information and reports relevant for the receiving water monitoring data analysis.
  - ii. Timely review of draft reports and submit any comments by the requested due date.
  - iii. Fund equal cost share of the cost of TMDL implementation under this Agreement as described in Exhibit "B," attached hereto and incorporated herein.

## 2. DESCRIPTION OF SERVICES

Professional services conducted in conjunction with upper MCW TMDLs implementation shall include planning, monitoring, sampling, laboratory analyses, and other TMDL implementation and compliance related tasks as agreed upon by all Parties and detailed in Exhibit "A". All Parties shall supply to other Parties the deliverables defined in Exhibit "A".

## 3. COMPENSATION, PAYMENT, AND EXCHANGE OF SERVICES

(a) While it is the intent of this Agreement to minimize expenditures through collaborative effort and that all Parties will significantly reduce costs that each agency would incur to implement the TMDL requirements individually, it is understood by all Parties that the County will manage and administer the majority of consulting contracts necessary to complete the TMDL requirements.

(b) **Maximum and Rates.** Except for authorized extra services (pursuant to Section 4), the total budget amount for the services under this Agreement **SHALL NOT EXCEED** the sum of \$214,671 in Fiscal Year of 2021-2022, the sum of \$214,671 in Fiscal Year of 2022-2023, and the sum of \$214,671 in Fiscal Year of 2023-2024 (herein "not to exceed amount"), Exhibit "B," and shall be earned as the work progresses on the following basis:

In the amounts based on the Schedule of Fees attached as Exhibit "B," each Party to be responsible for 1/3 of the total fees due to the Fiscal Agent including payment to consultants for contract expenses, provided that the not to exceed amount is the total amount available. The rates and expenses set forth shall be binding upon each Party until June 30, 2024. The Fiscal Agent will provide annual budget for review and approval by all Parties, provided the not to exceed amount is the total compensation for all work described under this Agreement.

(c) **Payment.** The City and the County shall provide Fiscal Agent with written verification of the actual incurred expenses, which written verification shall be in a form reasonably satisfactory to all Parties. Fiscal Agent will make invoices no more frequently than on a quarterly basis, describe the work performed, provide copies of consultant

invoices, and a list of hours worked by personnel classification. All payments shall be made within 90 days after receipt of the invoice.

**4. EXTRA SERVICES**

The Parties shall pay other Parties for those extra services authorized by all Parties, not reasonably included within the services described in Section 2 and Exhibit A and not included within the Exchange of Services, such amounts as mutually agreed to in advance. Unless Parties have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

**5. INFORMATION EXCHANGE**

The information exchanged among the Parties shall be coordinated with designated City staff who presently is Paul Jorgensen, County staff who presently is Ewelina Mutkowska, and District staff who presently is Arne Anselm.

**6. TERMS, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to June 30, 2024, unless extended or terminated as provided for herein.

**7. HOLD HARMLESS AND INDEMNITY**

**(a) Mutual Hold Harmless.**

Each Party holds the other Parties, their elected officials, officers, agents, and employees harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to each Party, to each Party's employees, to the Party's consultants or subconsultants which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while the Parties are on other Party's property, or which are connected, directly or indirectly, with the Party's performance of any activity or work required under this Agreement.

**(b) Mutual Defense and Indemnity of Third-Party Claims/Liability.**

Each Party shall investigate, defend, and indemnify the other Parties, their elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of the Party or any of the Party's officers, agents, employees, representatives, or subcontractors, or the willful misconduct of the Party or any of the Party's officers, agents, employees, representatives, consultants or subconsultants, in performing the services described in, or associated with this type of work. The duty to defend shall include any suits or actions concerning any activity, product or work

required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** Parties do not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by each Party, or the deposit with each Party, of any insurance certificates or policies described in Section 8.

## **8. INSURANCE**

The County shall, at the County's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. The County shall also, at the County's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (1) Professional Errors and Omissions insurance in the amount of \$100,000 and (2) General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 per each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, the City, its elected officials, officers and employees, shall be named as additional insured. The County shall provide the City with copies of certificates (on a City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and endorsement that they are not subject to cancellation without 30 days prior written notice to City.

The City shall, at the City's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. The City shall also, at the City's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (1) Professional Errors and Omissions insurance in the amount of \$100,000 and (2) General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 per each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. Except under its Professional Errors and Omissions policy, the County, its elected officials, officers and employees, shall be named as additional insured. The City shall provide the County with copies of certificates (on County certificate form or an Accord form as modified per County direction) for all policies, with the appropriate named additional insured coverage and

endorsement that they are not subject to cancellation without 30 days prior written notice to County.

**9. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors: In no event shall the Party, or any of its designated staff or representatives be considered an officer, agent, servant or employee of another Party. Each Party shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

**10. CORRECTIONS**

In addition to the above indemnification obligations, each Party shall correct, at its expense, all errors in the work that may be discovered during review of reports, plans, or assessments.

**11. TERMINATION OF AGREEMENT**

Each Party may terminate without cause all or any portion of the services agreed to be performed under this Agreement by providing the remaining parties written notice 60 calendar days in advance of termination. If termination is for cause, no notice period need be given.

**12. RETENTION AND REVIEW OF RECORDS**

All records generated by the County, its agents and consultants and by the City, its agents, and consultants in tasks related to this Agreement such as but not limited to financial records, time sheets, work progress reports, invoices, and bills shall be kept for three (3) years beyond the expiration date of this Agreement or its extension, whichever is longer. These records shall be made available upon request.

**13. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**14. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**15. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

**16. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

**17. NON-APPROPRIATION OF FUNDS**

Payments due and payable to the County for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City and District funds. In the event City or District has not appropriated sufficient funds for payment of the County services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**18. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of each Party.

**19. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

**20. PERMITS AND LICENSES**

The County and the City shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**21. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**22. AUTHORIZATION**

Each Party has expressly authorized the execution of this Agreement on its behalf and bind said Party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

**23. ENTIRE AGREEMENT BETWEEN PARTIES**

This Agreement supersedes any other Agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the Parties with respect to said services.

**24. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**25. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Paul Jorgensen  
Public Works Department  
City of Thousand Oaks  
9600 Santa Rosa Road  
Camarillo, CA 93012  
(805) 491-8166 | [pjorgensen@toaks.org](mailto:pjorgensen@toaks.org)

TO THE COUNTY: Ewelina Mutkowska  
County of Ventura  
800 S. Victoria Avenue  
Ventura, CA 93009-1610  
(805) 645-1382 | [ewelina.mutkowska@ventura.org](mailto:ewelina.mutkowska@ventura.org)

TO THE DISTRICT: Arne Anselm  
Ventura County Watershed Protection District  
800 S. Victoria Avenue  
Ventura, CA 93009-1610  
(805) 654-3942 | [arne.anselm@ventura.org](mailto:arne.anselm@ventura.org)

**26. SIGNATURES**

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

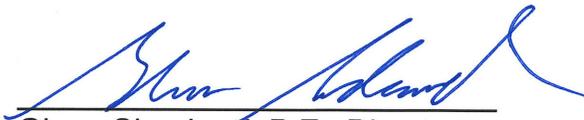
(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the Parties effective on the date and year first above written.

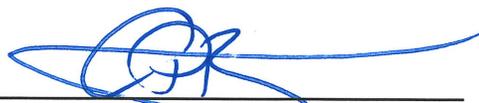
**COUNTY OF VENTURA**

  
\_\_\_\_\_  
Jeff Pratt, P.E., Director

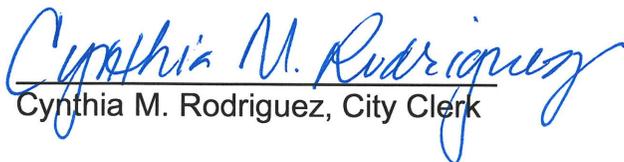
**VENTURA COUNTY WATERSHED PROTECTION DISTRICT**

  
\_\_\_\_\_  
Glenn Shephard, P.E., Director

**CITY OF THOUSAND OAKS**

  
\_\_\_\_\_  
Andrew P. Powers, City Manager

**ATTEST:**

  
\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

**APPROVED BY DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Clifford G. Finley, Public Works Director

**APPROVED AS TO FORM:  
Office of the City Attorney**

  
\_\_\_\_\_  
Felicia Liberman, Assistant City Attorney

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

**Bacteria Total Maximum Daily Load (TMDL)**

**Task 1 – Weekly Bacteria Sample Collection**

Under a contract with County of Ventura, the Consultant shall conduct water quality monitoring and reporting consistent with procedures outlined in the Bacteria TMDL Compliance Monitoring Plan (CMP) dated March 4, 2008, or more recently-approved version. On a weekly basis, water samples shall be collected from seven 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 every Tuesday morning at each of the County’s seven jurisdictional sub watersheds to the Malibu Creek and Lagoon 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.

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, Consultant shall maintain pH calibration logs which will be provided to the Agency upon request or at the end of the contract.

**Table 1. In-situ Measurements and Observational Data**

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

*Water Quality Sampling Methods and Procedures*

Where feasible, bacteria 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 bacteria hold-time. 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 Parties.

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

### *Flow Measurements*

Flow measurements will be collected at the monitoring locations. When 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 Surface Water Ambient Monitoring Program (SWAMP) Standard Operating Procedures.

### **Task 2 – Data Management and Reporting**

Consultant shall manage quantitative bacteria data collected at the monitoring locations (seven sites) in a Microsoft Excel spreadsheet using the County's monthly reporting template. Data management includes bacteria data compilation and digital field data sheet compilation, as well as weekly rain gage tracking 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 monthly data reports that include tabulated analytical data and an accompanying cover letter for the County's submittal to the LARWQCB. Data tables will be prepared to present weekly sample results as well as computation of rolling 30-day geometric means. These tables will indicate if samples occurred during dry or wet weather and geometric means will be calculated for wet and dry periods based on the sample collection date and time.

### **Task 3 – Project Management**

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 Watershed Bacteria TMDL. On a weekly basis (Tuesday of each week or other day as predetermined by the Consultant), analytical laboratory staff shall coordinate with designated staff to pick up surface water bacteriological samples (max. 7) to be analyzed for E. Coli using California approved methods.

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

#### **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. Consultant shall inform the Agreement Parties two weeks in advance of planned field work monthly. Each BMP event shall be conducted in accordance with the revised MCW Trash TMDL Monitoring and Reporting Plan (TMRP) dated August 6, 2020 or its as mutually-agreed amended version. Field team leader (Supervisor) will be responsible for the team following proper procedures, accurate completion QA/QC field data and sheets, picture taking, taking GPS coordinates, and general support of other crew members when 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, Consultant shall plan and coordinate periodic volunteer cleanup events in both Medea Creek and Lindero Creek within the jurisdictional areas of the Agreement Parties at a minimum of once per year.

##### **Task 2 – Monthly MFAC Assessments**

Consultant shall schedule monthly Minimum Frequency and Collection (MFAC) assessment events at two monitoring sites -no sooner than 2 weeks after special cleanup event unless approved. Consultant shall inform the Agreement Parties at least two weeks in advanced of planned field work monthly. 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 its mutually-agreed amended version. Field team leader (Supervisor) will be responsible for the team following proper procedures, accurate completion QA/QC field data and sheets, picture taking, taking GPS coordinates, and general support of other crew members when 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:

1. 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 its mutually-agreed amended version.
2. 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 required reporting to the LARWQCB to meet compliance with TMDL.
3. Field crew leader will be required to QA/QC 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 included, including all information necessary for any Legacy Trash or Hazardous Materials.
4. Field crew will ensure trash that has been collected is properly disposed of after an event has been concluded.
5. Field crew supervised by the Consultant will be responsible for photo documenting any conditions that are determined to be unsafe and result in incomplete sampling at a site or location. When a monitoring at a site or location is deemed unsafe by the Crew Leader and properly documented, re-sampling of the site will not be required.
6. The TMRP outlines all the information and data to be recorded.
7. 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 Agreement 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 detail information about rain and wind events and training will be provided to field crew prior to first rain or wind event.

### **Task 4 – Provide Oversight and Training for Field Crew**

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. Consultant will conduct and document a tailgate meeting to provide refresher prior to each clean up and MFAC event. Consultant will be responsible for properly training field crew on equipment usage (digital camera, GPS, and computer software).

## **Task 5 – Reporting**

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 Agreement Parties. Consultant shall prepare the Annual Report in accordance with the TMRP with 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 not later than December 15<sup>th</sup>.

## **Task 6 – Community Outreach and Volunteer Cleanup Events**

Consultant will reach out, organize and coordinate volunteer cleanup events in upper Malibu Creek Watershed within jurisdictional areas of the Parties. Community outreach may include local businesses and schools. Consultant will document all outreach and volunteer cleanup efforts in the Annual Reports. A minimum of one such event in each sub watershed shall be held.

## **Task 7 – Project Management**

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.

## **Upper MCW TMDL Technical Assistance**

Under a separate contract with the County, the Consultant will provide on an “on-call” and “as-needed” basis technical and environmental professional services to assist the Parties in reviewing, analyzing regulatory documents, commenting, 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**

Consultant will 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 plan, and regulatory review of alternative compliance options. Consultant will also provide as needed technical assistance related to Upper Malibu Creek Watershed TMDL implementation as dictated by the upcoming Regional Stormwater Municipal Permit.

## **Task 2 – Technical Assistance**

Consultant will provide technical assistance and/or recommendations to the Parties as needed and requested. Potential areas of assistance could include evaluation of the new Regional Municipal Stormwater Permit regulations for the upper Malibu Creek Watershed

TMDLs; providing the Agreement Parties with suggestions for courses of action to comply with the permit and TMDLs, develop compliance strategies and accompanying monitoring; and preparation of technical materials and data analysis needed to support TMDL implementation and compliance.

### **Task 3 – Meeting Attendance**

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

**EXHIBIT B  
SCHEDULE OF FEES**

**Table B-1 Project Cost for Fiscal Year 2021-2022**

TMDL & TMDL Tasks	County of Ventura	Ventura County Watershed Protection District	City of Thousand Oaks	Subtotal
<b>Bacteria</b>				
- Sample collection, monitoring data management, and reporting	\$53,762.44	\$0	\$0	\$53,762.44
- Laboratory analysis of samples	\$0	\$0	\$24,000.00	\$24,000.00
<b>Bacteria TMDL Subtotal:</b>				<b>\$77,762.44</b>
<b>Trash</b>				
- Monitoring, reporting, and special cleanups	\$65,534.70	\$0	\$0	\$65,534.70
<b>Trash TMDL Subtotal:</b>				<b>\$65,534.70</b>
<b>Contingency (5%)</b>	\$7,164.86			<b>7,164.86</b>
<b>Upper MCW TMDL Technical Assistance</b>	\$60,000.00	\$0	\$0	<b>\$60,000.00</b>
<b>2% Administration Fee to the Fiscal Agent</b>				<b>\$4,209.24</b>
<b>TOTAL TMDL Implementation in FY 2021-2022:</b>				<b>\$214,671.24</b>

**Table B-2 Project Cost for Fiscal Year 2022-2023**

TMDL & TMDL Tasks	County of Ventura	Ventura County Watershed Protection District	City of Thousand Oaks	Subtotal
<b>Bacteria</b>				
- Sample collection, monitoring data management, and reporting	\$53,762.44	\$0	\$0	\$53,762.44
- Laboratory analysis of samples	\$0	\$0	\$24,000.00	\$24,000.00
<b>Bacteria TMDL Subtotal:</b>				<b>\$77,762.44</b>
<b>Trash</b>				
- Monitoring, reporting, and special cleanups	\$65,534.70	\$0	\$0	\$65,534.70
<b>Trash TMDL Subtotal:</b>				<b>\$65,534.70</b>
<b>Contingency (5%)</b>	\$7,164.86			<b>7,164.86</b>
<b>Upper MCW TMDL Technical Assistance</b>	\$60,000.00	\$0	\$0	<b>\$60,000.00</b>
<b>2% Administration Fee to the Fiscal Agent</b>				<b>\$4,209.24</b>
<b>TOTAL TMDL Implementation in FY 2022-2023:</b>				<b>\$214,671.24</b>

**EXHIBIT B (CONTINUED)  
SCHEDULE OF FEES**

**Table B-3 Project Cost for Fiscal Year 2023-2024**

<b>TMDL &amp; TMDL Tasks</b>	<b>County of Ventura</b>	<b>Ventura County Watershed Protection District</b>	<b>City of Thousand Oaks</b>	<b>Subtotal</b>
<b>Bacteria</b>				
- Sample collection, monitoring data management, and reporting	\$53,762.44	\$0	\$0	\$53,762.44
- Laboratory analysis of samples	\$0	\$0	\$24,000.00	\$24,000.00
<b>Bacteria TMDL Subtotal:</b>				<b>\$77,762.44</b>
<b>Trash</b>				
- Monitoring, reporting, and special cleanups	\$65,534.70	\$0	\$0	\$65,534.70
<b>Trash TMDL Subtotal:</b>				<b>\$65,534.70</b>
<b>Contingency (5%)</b>	\$7,164.86			<b>7,164.86</b>
<b>Upper MCW TMDL Technical Assistance</b>	\$60,000.00	\$0	\$0	<b>\$60,000.00</b>
<b>2% Administration Fee to the Fiscal Agent</b>				<b>\$4,209.24</b>
<b>TOTAL TMDL Implementation in FY 2022-2023:</b>				<b>\$214,671.24</b>

## EXHIBIT C COST SHARE CONTRIBUTIONS

**Table C-1 Cost Sharing Distribution Table for Fiscal Year 2021-2022**

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$190,671.24)	\$0	\$119,114.16	\$71,557.08
Ventura County Watershed Protection District	\$0.00	(\$71,557.08)	\$0	\$71,557.08
City of Thousand Oaks	(\$24,000.00)	(\$47,557.08)	\$0	\$71,557.08
<b>Total</b>	<b>(\$214,671.24)</b>	<b>(\$119,114.16)</b>	<b>\$119,114.16</b>	<b>\$214,671.24</b>

**Table C-2 Cost Sharing Distribution Table for Fiscal Year 2022-2023**

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$190,671.24)	\$0	\$119,114.16	\$71,557.08
Ventura County Watershed Protection District	\$0.00	(\$71,557.08)	\$0	\$71,557.08
City of Thousand Oaks	(\$24,000.00)	(\$47,557.08)	\$0	\$71,557.08
<b>Total</b>	<b>(\$214,671.24)</b>	<b>(\$119,114.16)</b>	<b>\$119,114.16</b>	<b>\$214,671.24</b>

**Table C-3 Cost Sharing Distribution Table for Fiscal Year 2023-2024**

Agreement Party	Expenditures	Contribution Amount	Reimbursement Amount	Cost Share Contribution
County of Ventura	(\$190,671.24)	\$0	\$119,114.16	\$71,557.08
Ventura County Watershed Protection District	\$0.00	(\$71,557.08)	\$0	\$71,557.08
City of Thousand Oaks	(\$24,000.00)	(\$47,557.08)	\$0	\$71,557.08
<b>Total</b>	<b>(\$214,671.24)</b>	<b>(\$119,114.16)</b>	<b>\$119,114.16</b>	<b>\$214,671.24</b>

