

## VENTURA COUNTY STORMWATER PERMIT IMPLEMENTATION AND COST-SHARING AGREEMENT

This "AGREEMENT" is made and entered into by and between the County of Ventura (the "COUNTY"), the Ventura County Watershed Protection District (the "DISTRICT"), and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks (individually, a "CITY" and collectively, the "CITIES"). Hereinafter, the COUNTY, the DISTRICT, a CITY, and the CITIES may be referred to individually as a "PARTY" and collectively as the "PARTIES".

### RECITALS

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act [33 U.S.C.A. 1342(p)] to require the federal Environmental Protection Agency ("EPA") to promulgate regulations for stormwater discharges; and

WHEREAS, the EPA regulations require a National Pollutant Discharge Elimination System ("NPDES") permit for the discharge of stormwater into waters of the United States; and

WHEREAS, the PARTIES each own and operate a municipal separate storm sewer system(s) ("MS4") that discharge stormwater and urban runoff into waters of the United States; and

WHEREAS, in 1992, the PARTIES jointly filed an application with the Los Angeles Regional Water Quality Control Board ("REGIONAL BOARD"), the state agency responsible for regulating water quality in Ventura County, for a NPDES permit covering their MS4s and stormwater discharges; and

WHEREAS, the REGIONAL BOARD in 1994 adopted Order No. 94-082, which regulated the PARTIES' MS4s and stormwater discharges; and

WHEREAS, the REGIONAL BOARD in 2000 replaced Order No. 94-082 with Order No. 00-108; and

WHEREAS, the REGIONAL BOARD on May 7, 2009 replaced Order No. 00-108 with Order No. 09-0057; and

WHEREAS, the REGIONAL BOARD on July 8, 2010 adopted Order No. 2010-0108, which replaced Order No. 09-0057, designated the PARTIES as "Co-Permittees", and designated the DISTRICT as the "Principal Permittee"; and

WHEREAS, the REGIONAL BOARD on July 23, 2021 adopted Order No. R4-2021-0105 ("PERMIT"), which replaced Order No. 2010-0108, designates the PARTIES as "Co-Permittees", and removes the designation of "Principal Permittee"; and

WHEREAS, the Ventura County Watershed Protection District Act ("ACT") establishes the Ventura County Watershed Protection District Benefit Assessment Program ("BA PROGRAM"), which provides the DISTRICT the authority to levy and collect assessments on

taxable real property to pay the costs and expenses of, among other things, stormwater control and preservation that is a common benefit to Ventura County; and

WHEREAS, since 1992, the PARTIES have entered into a series of agreements ("IMPLEMENTATION AGREEMENT") that set forth their responsibilities to develop, implement, and fund the Ventura Countywide Stormwater Quality Management Program ("COUNTYWIDE PROGRAM"), an integrated stormwater discharge management program to comply with EPA and REGIONAL BOARD permits and regulations governing their MS4s and stormwater discharges and protecting and improving water quality in Ventura County; and

WHEREAS, the IMPLEMENTATION AGREEMENT provides for the DISTRICT's collection of assessments on behalf of the PARTIES to fund the COUNTYWIDE PROGRAM through the BA PROGRAM; and

WHEREAS, the PARTIES have approved extensions of the IMPLEMENTATION AGREEMENT in order to provide for the ongoing administration and annual funding of the COUNTYWIDE PROGRAM; and

WHEREAS, the current IMPLEMENTATION AGREEMENT expires on September 11, 2023; and

WHEREAS, the PARTIES recognize that their continued cooperation to administer and fund the COUNTYWIDE PROGRAM is an integral part of ensuring their collective compliance with the PERMIT and thus is in their mutual best interests; and

WHEREAS, given the July 2021 adoption of the PERMIT, the PARTIES desire to update the IMPLEMENTATION AGREEMENT as provided in this AGREEMENT to set forth their responsibilities for ongoing administration and continued funding of the COUNTYWIDE PROGRAM.

NOW, THEREFORE, the PARTIES agree as follows:

**1. PURPOSE**

A. This AGREEMENT is intended to establish the PARTIES' roles and responsibilities to administer and fund the COUNTYWIDE PROGRAM.

B. The PARTIES' roles and responsibilities to implement, administer, and fund any PERMIT compliance activities other than the COUNTYWIDE PROGRAM may be memorialized in separate agreements as needed.

**2. MANAGEMENT COMMITTEE**

A. There is established a Ventura County Stormwater Permit Management Committee ("MANAGEMENT COMMITTEE"), consisting of 12 members with one member representing each PARTY. PARTY representatives shall be appointed by either the legislative body or the public works director of each PARTY. All PARTY representatives appointed to serve on the MANAGEMENT COMMITTEE shall be senior level managers or staff.

B. The MANAGEMENT COMMITTEE's primary objective is to review and direct the administration and funding of the COUNTYWIDE PROGRAM to assist with the PARTIES' compliance with the PERMIT. In this capacity, the MANAGEMENT COMMITTEE is responsible for directing, reviewing, and approving COUNTYWIDE PROGRAM work and budgets, including but not limited to those related to tasks and functions set forth in Appendix A, attached hereto and incorporated herein by this reference.

C. The MANAGEMENT COMMITTEE shall meet as needed but not less than quarterly.

D. The MANAGEMENT COMMITTEE will be chaired by the DISTRICT representative.

E. Each member of the MANAGEMENT COMMITTEE will have one vote for any motion. All budgetary motions must be approved by a 2/3 vote of the MANAGEMENT COMMITTEE (8 of 12), and any non-budgetary motion must be approved by majority vote (7 of 12).

F. In addition to the COUNTYWIDE PROGRAM, the MANAGEMENT COMMITTEE shall be responsible for directing and reviewing the activities, work, and budgets of any subcommittee, including but not limited to the BA PROGRAM.

### **3. DIRECTORS COMMITTEE**

A. There is also established a Public Works Directors Committee ("DIRECTORS COMMITTEE"). The DIRECTORS COMMITTEE is composed of 12 members, consisting of the public works director of each CITY, the public works director of the COUNTY, and the director of the DISTRICT (collectively, "DIRECTORS").

B. The primary purpose and function of the DIRECTORS COMMITTEE is to hear and decide appeals of MANAGEMENT COMMITTEE actions and decisions.

### **4. COUNTYWIDE PROGRAM; ADMINISTRATION**

#### **A. Responsibility to Implement**

i. The DISTRICT will implement and administer the COUNTYWIDE PROGRAM, which includes but is not necessarily limited to the activities and work set forth in Appendix A.

ii. The DISTRICT will retain all COUNTYWIDE PROGRAM- and PERMIT-related documents and records for no less than five (5) years and will provide copies of said records to any PARTY who requests them, and thereafter may dispose of such documents and records according to the DISTRICT's document retention policy, as may be amended from time to time. The PARTIES acknowledge that the Public Records Act (Gov. Code, § 7920.000 et seq.) applies to each of them, and the DISTRICT will respond to requests for records from any PARTY, the REGIONAL BOARD, the EPA, or the public consistent with the requirements of the Public Records Act.

B. Responsibility to Fund

i. The PARTIES acknowledge that each of them is responsible to fund a portion of the budget for the performance of activities necessary to comply with the PERMIT and, by pooling their resources to implement and administer the COUNTYWIDE PROGRAM, each PARTY receives the benefit of better coordination and cost sharing for PERMIT compliance.

ii. COUNTYWIDE PROGRAM activities and work will be paid for by the DISTRICT with funds from the PARTIES. In accordance with this Section 4(B), the DISTRICT may use funds from the BA PROGRAM, funds to be deducted from the BA PROGRAM, or payments made directly by the PARTIES to fund COUNTYWIDE PROGRAM activities and work.

iii. The DISTRICT will pay 50% of the annual costs of the COUNTYWIDE PROGRAM, following adoption of a final annual budget by the MANAGEMENT COMMITTEE pursuant to Section 5(A).

iv. Collectively, the COUNTY and the CITIES will pay 50% of the annual costs of the COUNTYWIDE PROGRAM activities set forth in Appendix A, following adoption of a final annual budget by the MANAGEMENT COMMITTEE pursuant to Section 5(A). Individually, the COUNTY and each CITY will pay an amount of the annual costs they are collectively responsible for based on the proportional rate that each of them is assigned under the BA PROGRAM for the final annual budget adopted by the MANAGEMENT COMMITTEE pursuant to Section 5(A).

5. COUNTYWIDE PROGRAM; BUDGET AND FUNDING

A. By February 1 of each year, the DISTRICT will prepare and submit to the MANAGEMENT COMMITTEE a projected annual budget for the following fiscal year's administration of the COUNTYWIDE PROGRAM. The projected annual budget will include, but not be limited to, estimates for labor and fixed costs for COUNTYWIDE PROGRAM activities and work. The MANAGEMENT COMMITTEE shall review and discuss changes to the projected annual budget and thereafter approve a final annual budget prior to the start of the next fiscal year (July 1).

B. The DISTRICT will annually collect benefit assessments through the BA PROGRAM to be used to fund the COUNTYWIDE PROGRAM. By September 1 of each year, the DISTRICT shall notify the PARTIES of the assessments collected on their behalf via the BA PROGRAM during the prior fiscal year.

C. By October 1 of each year, the DISTRICT will apply the assessments collected via the BA PROGRAM during the prior fiscal year to satisfy the PARTIES' responsibility to fund the COUNTYWIDE PROGRAM unless a PARTY notifies the DISTRICT in writing by September 1 to return the BA PROGRAM assessments collected by the DISTRICT.

D. If, in any fiscal year, the DISTRICT collects assessments via the BA PROGRAM less than a PARTY's responsibility to fund the COUNTYWIDE PROGRAM, then the DISTRICT will invoice the PARTY for the balance of its responsibility to fund the COUNTYWIDE PROGRAM. Alternatively, if, in any fiscal year, the DISTRICT collects assessments via the BA

PROGRAM more than a PARTY's responsibility to fund the COUNTYWIDE PROGRAM, then the DISTRICT will refund to the PARTY the difference between the BA PROGRAM assessments collected and the PARTY's responsibility to fund the COUNTYWIDE PROGRAM.

E. By September 1 of each year, the DISTRICT will prepare and provide to the MANAGEMENT COMMITTEE a report that reconciles COUNTYWIDE PROGRAM costs and expenditures against the annual budget approved by the MANAGEMENT COMMITTEE for the previous fiscal year.

F. The PARTIES, through the MANAGEMENT COMMITTEE, will work to identify and evaluate programs and opportunities to secure additional funding to implement programs and projects to satisfy their individual and collective compliance obligations under the PERMIT.

G. In the event additional funding is obtained for administration of the COUNTYWIDE PROGRAM, the PARTIES will, at a minimum, meet to determine whether the additional funding may be used to reduce the annual cost(s) of the COUNTYWIDE PROGRAM and/or each PARTY's annual responsibility to fund the COUNTYWIDE PROGRAM, and to revisit the cost-sharing formula set forth in this AGREEMENT.

## **6. INDIVIDUAL PERMIT COMPLIANCE**

A. Each PARTY acknowledges that the PERMIT imposes regulatory requirements on its respective MS4, on its stormwater discharges, and/or within its jurisdiction that are not addressed or satisfied by the COUNTYWIDE PROGRAM, and therefore agrees that each PARTY is responsible for complying with PERMIT requirements applicable to its respective MS4, its stormwater discharges, and within its jurisdiction.

B. Nothing in this AGREEMENT prohibits any PARTY from entering into a separate agreement with another PARTY or PARTIES to jointly implement and administer activities, projects, and/or programs to comply with any PERMIT requirement(s) shared by or common to them. Such agreements may include the PARTIES' responsibility to pay for individual PERMIT compliance activities, projects, and/or programs, including a cost-sharing formula. Such agreements will not be appended to, but may reference, this AGREEMENT.

## **7. PERMIT NONCOMPLIANCE; INDIVIDUAL PARTY LIABILITY**

Notwithstanding anything in this AGREEMENT to the contrary, each PARTY is solely responsible for all costs and liabilities related to any violation of or noncompliance with the PERMIT requirements applicable to its MS4, its stormwater discharges, and/or within its respective jurisdiction, including but not limited to the payment of penalties and interest and costs related to implementing corrective actions and providing a legal defense.

## **8. DISPUTE RESOLUTION**

A. COUNTYWIDE PROGRAM. Any PARTY may appeal a decision of the MANAGEMENT COMMITTEE related to the COUNTYWIDE PROGRAM to the DIRECTORS COMMITTEE. All appeals must be submitted to the DISTRICT in writing within seven (7) calendar days of the MANAGEMENT COMMITTEE action or decision, identify the MANAGEMENT COMMITTEE action or decision appealed, and include any explanation or materials in support of the appeal. Upon receiving a written appeal, the DISTRICT shall promptly

provide it to the DIRECTORS COMMITTEE for review and notify the MANAGEMENT COMMITTEE of the appeal at the next MANAGEMENT COMMITTEE meeting. Actions or decisions of the MANAGEMENT COMMITTEE will be reversed only upon a 2/3 vote of all DIRECTORS (and not merely upon a 2/3 vote of DIRECTORS present at any given DIRECTORS COMMITTEE meeting). Upon granting an appeal, the challenged MANAGEMENT COMMITTEE action or decision will be vacated and returned to the MANAGEMENT COMMITTEE for subsequent consideration and action (if any).

B. Individual PERMIT Compliance Activities. Disputes related to individual PERMIT compliance activities shall be decided by the PARTIES participating in those activities, including pursuant to any dispute resolution provisions included in any agreement amongst the participating PARTIES. The MANAGEMENT COMMITTEE and the DIRECTORS COMMITTEE have no authority to hear or settle disputes between PARTIES related to individual PERMIT compliance activities.

## **10. AMENDMENTS TO AGREEMENT**

A. This AGREEMENT may be amended or modified if a separate written agreement is approved by the PARTIES, signed and approved by their respective legislative bodies, or in accordance with the delegated authority therefrom.

B. Any amendment or modification to this AGREEMENT that results in a person, PARTY, or firm other than the DISTRICT administering the COUNTYWIDE PROGRAM shall not be effective until 180 days after all PARTIES execute such amendment or modification.

C. The PARTIES will re-evaluate this AGREEMENT with the adoption of each new NPDES MS4 permit and prior to the finalization of any new major funding source for the COUNTYWIDE PROGRAM.

D. If the PERMIT is amended or revised during the term of this AGREEMENT (except in the case of adopting a new TMDL into the PERMIT), then the PARTIES may re-negotiate the financial terms of this AGREEMENT.

## **11. WITHDRAWAL FROM THE AGREEMENT**

A. Any PARTY may withdraw from this AGREEMENT upon giving at least 180 days' written notice to the DISTRICT. The DISTRICT will notify the remaining PARTIES within 10 business days of receipt of any notice of withdrawal.

B. The withdrawing PARTY will remain responsible for paying the costs of COUNTYWIDE PROGRAM activities and work through the end of the fiscal year in which the withdrawal becomes effective.

C. Upon the effective date of a PARTY's withdrawal, the withdrawing PARTY will be individually responsible for complying with all PERMIT requirements established by the REGIONAL BOARD.

D. Upon the effective date of a PARTY's withdrawal, cost allocations to the remaining PARTIES will be recalculated in the following fiscal year.

## **12. FEDERAL AND STATE REGULATIONS AND GUIDELINES**

The PARTIES intend this AGREEMENT to be consistent with the terms of all applicable federal and state stormwater permit regulations or guidelines as presently written, and as may be amended during the term of this AGREEMENT applicable to them. If any provision of this AGREEMENT conflicts with any federal or state regulation or guideline, then the federal or state regulation or guideline will take precedence, and all remaining provisions of this AGREEMENT will remain in force and effect.

## **13. TERM**

This AGREEMENT will be effective September 12, 2023 and will expire one (1) year after the PERMIT expires unless the AGREEMENT is terminated beforehand pursuant to Section 14 or extended by an amendment approved pursuant to Section 10.

## **14. TERMINATION OF AGREEMENT**

A. Notwithstanding anything herein to the contrary, this AGREEMENT may be terminated upon the written consent of two thirds (2/3) of the PARTIES. Any termination pursuant to this Section 14(A) will not be effective until the end of the fiscal year (July 1-June 30) in which the PARTIES decide to terminate this AGREEMENT.

B. If, during any term of this AGREEMENT, the PARTIES or the MANAGEMENT COMMITTEE select a person, PARTY, or firm other than the DISTRICT to administer the COUNTYWIDE PROGRAM, then the DISTRICT may terminate this AGREEMENT upon giving 180 days' written notice to PARTIES.

## **15. NOTICES**

All notices and correspondence will be deemed duly given, if (a) sent by certified U.S. Mail; (b) delivered by hand; (c) deposited in the U.S. Mail, postage prepaid and notice to the addresses of such mailing by phone immediately after deposit in the U.S. Mail; (d) emailed and notice to the recipient by phone immediately after sending the email (if email is provided in the below table); or (e) faxed to the receiving PARTY and confirmation by phone immediately after sending the fax. All notices and correspondence must be sent or delivered to the following:

|  |  |
|--|--|
| Ventura County Watershed Protection District<br>Attn: Watershed Protection District Director<br>800 South Victoria Avenue<br>Ventura, CA 93009<br>PHONE: (805) 654-2040<br>FAX: (805) 654-3350<br>EMAIL: | County of Ventura<br>Attn: Public Works Director<br>800 South Victoria Avenue<br>Ventura, CA 93009<br>PHONE: (805) 654-2073<br>FAX: (805) 654-3952<br>EMAIL: |
| City of Camarillo<br>Attn: Public Works Director<br>601 Carmen Drive<br>Camarillo, CA 93010<br>PHONE: (805) 388-5307<br>FAX: (805) 388-5340  | City of Fillmore<br>Attn: Municipal Services Director/Utilities Engineer<br>250 Central Avenue<br>Fillmore, CA 93015<br>PHONE: (805) 524-3701                |

|   |  |
|---|--|
| EMAIL: <a href="mailto:dklotzle@cityofcamarillo.org">dklotzle@cityofcamarillo.org</a>   | FAX: (805) 524-5707<br>EMAIL:  |
| City of Moorpark<br>Attn: City Engineer/Public Works Director<br>799 Moorpark Avenue<br>Moorpark, CA 93021<br>PHONE: (805) 517-6255<br>FAX: (805) 532-2555<br>EMAIL:  | City of Ojai<br>Attn: Public Works Director<br>401 South Ventura Street<br>Ojai, CA 93023<br>PHONE: (805) 646-5581 ext. 200<br>FAX:<br>EMAIL:  |
| City of Oxnard<br>Attn: Public Works Director<br>305 West Third Street<br>Oxnard, CA 93030<br>PHONE: (805) 385-8280<br>FAX: (805) 385-7907<br>EMAIL: <a href="mailto:michael.wolfe@oxnard.org">michael.wolfe@oxnard.org</a> | City of Port Hueneme<br>Attn: Public Works Director<br>250 North Ventura Road<br>Port Hueneme, CA 93041<br>PHONE: (805) 986-6568<br>FAX: (805) 986-6660<br>EMAIL:  |
| City of San Buenaventura<br>Attn: Public Works Director<br>501 Poli Street<br>Ventura, CA 93001<br>PHONE: (805) 654-7800<br>FAX: (805) 652-0865<br>EMAIL:   | City of Santa Paula<br>Attn: Public Works Director<br>P.O. Box 569<br>Santa Paula, CA 93061-0569<br>PHONE: (805) 933-4212<br>FAX: (805) 525-3742<br>EMAIL:   |
| City of Simi Valley<br>Attn: Public Works Director<br>2929 Tapo Canyon Road<br>Simi Valley, CA 93063<br>PHONE: (805) 583-6786<br>FAX: (805) 583-6300<br>EMAIL:  | City of Thousand Oaks<br>Attn: Public Works Director<br>2100 Thousand Oaks Blvd.<br>Thousand Oaks, CA 91362<br>PHONE: (805) 449-2457<br>FAX: (805) 449-2475<br>EMAIL: <a href="mailto:pjorgensen@toaks.org">pjorgensen@toaks.org</a> |

## **16. ASSIGNMENT**

A PARTY may assign its rights and obligations under this AGREEMENT only with the written consent of every other PARTY, which consent may not be unreasonably withheld.

## **17. SUCCESSORS IN INTEREST**

Except as otherwise provided herein, this AGREEMENT will inure to the benefit of and be binding upon the successors and assigns of the PARTIES. Except as expressly set forth herein, this AGREEMENT is not intended to benefit any person or entity that is not a PARTY to this AGREEMENT.

## **18. SECTION HEADINGS**

Headings at the beginning of each numbered section of this AGREEMENT are solely for convenience and are not a material part of this AGREEMENT.



**19. NO AGENCY CREATED**

Nothing in this AGREEMENT is intended to create a separate entity or agency and no PARTY to this AGREEMENT is the agent of any other PARTY and nothing in this AGREEMENT will be construed as permitting or authorizing any PARTY to this AGREEMENT to act in any capacity as an agent of the other except as expressly provided herein. Notwithstanding the foregoing, the PARTIES acknowledge that they are entering into this AGREEMENT for their mutual benefit, and the PARTIES agree to execute such further agreements and documents and take such further actions as may be reasonably necessary to implement this AGREEMENT.

**20. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding of the PARTIES with respect to the matters contained herein, and it supersedes all prior oral and written agreements or understandings between the PARTIES with respect to the matters contained herein (including all prior IMPLEMENTATION AGREEMENTS).

**21. SEVERABILITY**

The invalidity in whole or in part of any provision of this AGREEMENT will not void or affect the validity of the other provisions of this AGREEMENT.

**22. INTERPRETATION**

The language in all parts of this AGREEMENT will be construed under the laws of the State of California according to its normal and usual meaning and not strictly for or against any PARTY. Exclusive venue for any action involving this AGREEMENT is in Ventura County. In the event of litigation in a United States District Court, exclusive venue is the Central District of California.

**23. AUTHORITY TO EXECUTE AGREEMENT**

Each PARTY covenants that the individual executing this AGREEMENT on its behalf is duly authorized and empowered to execute this AGREEMENT on behalf of the PARTY.

**24. EXECUTION IN COUNTERPARTS**

This AGREEMENT may be executed and delivered in any number of counterparts or copies by the PARTIES. When each PARTY has signed and delivered at least one counterpart to the other PARTIES, each counterpart will be deemed an original, and taken together, will constitute one and the same AGREEMENT, which will be binding and effective as to all the PARTIES.

**25. ELECTRONIC SIGNATURES**

The PARTIES agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all PARTIES and that such signatures shall have the same force and effect as original signatures in accordance with Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the PARTIES, duly authorized on behalf of their governing authorities, have executed this Agreement as of the last date written below.

**VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF CAMARILLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF MOORPARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF OXNARD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SAN BUENAVENTURA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SIMI VALLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF VENTURA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF FILLMORE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF OJAI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF PORT HUENEME**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SANTA PAULA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF THOUSAND OAKS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **APPENDIX A**

### **VENTURA COUNTY STORMWATER PERMIT IMPLEMENTATION AND COST-SHARING AGREEMENT**

#### **COUNTYWIDE PROGRAM ACTIVITIES AND RESPONSIBILITIES**

The DISTRICT will perform and provide the following COUNTYWIDE PROGRAM activities, services, and/or work on behalf of the PARTIES:

1. **MANAGEMENT COMMITTEE Administration**
  - Convene, chair, staff and provide administrative support (e.g., preparation of meeting agenda and minutes) for MANAGEMENT COMMITTEE meetings.
  - Set time schedules for the performance of activities.
  - Provide the REGIONAL BOARD information related to the COUNTYWIDE PROGRAM.
  - Track and update the PARTIES on REGIONAL BOARD and EPA regulations and guidance.
  - Participate as a member, on behalf of the PARTIES, in the Southern California Coastal Water Research Project (SCCWRP), California Stormwater Quality Association (CASQA), and Southern California Stormwater Monitoring Coalition (SMC).
  - Prepare legislative and regulatory response/comment letters on behalf of the PARTIES.
  - Distribute materials and information related to the PERMIT to the PARTIES as needed.
2. **PERMIT and COUNTYWIDE PROGRAM Administration**
  - Provide technical and administrative support related to implementation of the PERMIT.
  - Serve as liaison between the PARTIES and the REGIONAL BOARD
  - Procure contractors and consultants for administration of the COUNTYWIDE PROGRAM
    - The Management Committee may direct the DISTRICT to procure any work, services, goods, or materials greater than \$50,000 through a competitive process.
  - Provide technical leadership on the COUNTYWIDE PROGRAM and compliance with PERMIT requirements.
  - Prepare legislative and regulatory response/comment letters on behalf of the PARTIES.
  - Provide public outreach on PERMIT requirements, including, at a minimum, public outreach that satisfies the PERMITS public outreach elements and requirements.

3. Fiscal and Accounting

- Prepare and track annual budgets for the COUNTYWIDE PROGRAM.
  - By February 1 each year, a projected annual budget by activity will be prepared for implementation of the following fiscal year's COUNTYWIDE PROGRAM, including but not limited to labor and fixed costs, for the MANAGEMENT COMMITTEE's review and approval.
  - Accounting tracking mechanisms will be implemented to report and describe annual COUNTYWIDE PROGRAM expenditures and the PARTIES' annual contributions/payments (including revenues collected for each PARTY through the BA PROGRAM).
  - Each year, COUNTYWIDE PROGRAM expenditures will be reconciled against the approved budget. Funds not expended for the COUNTY WIDE PROGRAM will be refunded to the PARTIES in the subsequent fiscal year.
- Coordinate and manage the collection of assessments per the BA PROGRAM on behalf of the PARTIES participating in the BA PROGRAM.

4. Monitoring and Reporting

- Implement COUNTYWIDE PROGRAM monitoring, including but not limited to stormwater outfall-based monitoring, mass emission/receiving water monitoring.
  - NOTE: The PARTY, person, or firm administering the COUNTYWIDE PROGRAM shall not be responsible for total maximum daily load ("TMDL") monitoring and non-stormwater discharge screening and monitoring.
- Compile and submit annual and monitoring reports related to the COUNTYWIDE PROGRAM.
- Prepare Reports of Waste Discharge (ROWD).
- Coordinate the PARTIES review of all reports and materials to be submitted to the REGIONAL BOARD or other local governments and regulatory agencies.
- Provide the PARTIES trainings on the PERMIT, the COUNTYWIDE PROGRAM, and the preparation of annual and monitoring reports related to the COUNTYWIDE PROGRAM as needed.