

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

This Memorandum of Agreement (MOA) to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring as required by the Ventura River Algae Total Maximum Daily Load (TMDL) is entered into effect on January 19, 2015, among the following entities: City of San Buenaventura, City of Ojai, Ojai Valley Sanitary District, Farm Bureau of Ventura County, California Department of Transportation (Caltrans), Ventura County Watershed Protection District and County of Ventura, collectively referred to as the "Parties" and individually as "Party".

RECITALS

WHEREAS, on December 6, 2012, under Resolution No. R12-011, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a TMDL for Algae, Eutrophic Conditions, and Nutrients in the Ventura River and its Tributaries (VR Algae TMDL).

WHEREAS, the VR Algae TMDL went into effect on June 28, 2013.

WHEREAS, the VR Algae TMDL listed the Parties as responsible for conducting receiving water monitoring to be commenced on January 19, 2015, which is 90 days after RWQCB approval of the Comprehensive Monitoring Plan for VR Algae TMDL. The purpose of the receiving water monitoring is to assess numeric target attainment and measure in-stream nutrient concentrations. Each monitoring year, January through December, dry and wet season monitoring will be conducted in accordance with the approved Comprehensive Monitoring Plan.

WHEREAS, the Parties desire to form a stakeholder group known as the VR Algae TMDL Monitoring Stakeholder Group and to equally share the cost of receiving water monitoring. The County of Ventura is designated as the Lead Agency (herein after defined) of the Group.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. County of Ventura agrees:

- a.** To award a contract for consultant services to conduct receiving water monitoring including preparation of the Draft and Final Annual Monitoring Report in accordance with the Comprehensive Monitoring Plan for VR Algae TMDL during the term of this MOA, to execute and administer the contract, and to act on behalf of the Parties with regard to the contract. The Annual Monitoring Report (Draft and Final versions) will document receiving water monitoring activities conducted between January and December of each monitoring year including dry and wet season sampling results, assessment of TMDL numeric target attainment and measured in-stream nutrient concentrations.
- b.** To accept from the Parties as County of Ventura's cost of managing the project and administering the consultant services contract during the term of this MOA an amount equal to 5% of the consultant contract described in Section 1.a of this MOA.
- c.** To fund County of Ventura's share of the cost of the receiving water monitoring as described in Section III "Project Cost and Cost Share Funding Formula" of the annual cost of the receiving water monitoring activities, which shall not exceed \$155,843.10 during the first year, and \$96,864.60 annually during the following four years of receiving water monitoring activities, including reimbursement to the Lead Agency for its costs of managing the consulting services contract as provided in Section I.b of this MOA.
- d.** To furnish the Parties an annual accounting of the cost of the receiving water monitoring, within one hundred twenty (120) calendar days after the completion of the Final Annual Monitoring Report due June 1st each year following the monitoring year (January through December), provided however, the Parties may grant an extension of time to complete the final accounting.
- e.** To furnish data and the Annual Monitoring Reports and any other documentation generated by the consultant to the Parties and RWQCB as set forth in the VR Algae TMDL.
- f.** During the term of this MOA, to act as the Lead Agency for contract and technical management and fiscal coordination in connection with the receiving water monitoring.

II. Obligations of the Parties:

- a. Each Party agrees to provide the following support for conducting receiving water monitoring:
 1. Assistance with collection and assemblage of data, studies, information and reports relevant for the receiving water monitoring data analysis; and
 2. Timely review of the Draft and Final Annual Monitoring Reports and submittal of any comments by the requested due date.
- b. The Parties agree to actively support the receiving water monitoring during the term of this MOA by funding contributions as described in Section III "Project Cost and Cost Share Funding Formula" of the annual cost of the receiving water monitoring activities, which shall not exceed \$155,843.10 during the first year, and \$96,864.60 annually during the following four years of receiving water monitoring activities, including reimbursement to the Lead Agency for its costs of managing the consulting services contract as provided in Section I.b of this MOA.
- c. Nothing in this MOA, nor the work set forth in this MOA, nor any activity approved or carried out by the Parties hereunder, shall affect the efforts to be undertaken by the Parties that are subject to the VR Algae TMDL.
- d. In the beginning of each monitoring year, within 90 days of the request from the Lead Agency, each Party shall make its Annual Upfront Payment for the estimated annual monitoring cost as described in Section III "Project Cost and Cost Share Funding Formula". Failure by a Party to make its Annual Upfront Payment when due, shall allow the Lead Agency to give notice to the non-performing Party that failure to make its Annual Upfront Payment within 30 days will result in the Party's termination from this MOA. Upon such termination, the Party shall no longer be a participating member of the *VR Algae TMDL Monitoring Stakeholder Group* and shall report directly to the RWQCB regarding compliance with this TMDL.

III. Project Cost and Cost Share Funding Formula

- a. The following is an estimated cost for the receiving water monitoring during the first and following four years of planned activities as summarized below and detailed in Exhibit A:

Monitoring Year	Consultant Services Cost	Lead Agency 5% Administration Fee	Total Annual Monitoring Cost	Cost Per MOA Party
1 st Year	\$148,422.00	\$7,421.10	\$155,843.10	\$22,263.30
2 nd Year	\$92,252.00	\$4,612.60	\$96,864.60	\$13,837.80
3 rd Year	\$92,252.00	\$4,612.60	\$96,864.60	\$13,837.80
4 th Year	\$92,252.00	\$4,612.60	\$96,864.60	\$13,837.80
5 th Year	\$92,252.00	\$4,612.60	\$96,864.60	\$13,837.80

- b. Each Party shall provide equal cost share contribution for the receiving water monitoring as summarized below and detailed in Exhibit A:

No.	MOA Parties	Equal Cost Sharing percentage	Cost Per MOA Party				
			1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
1	Ojai Valley Sanitary District	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
2	County of Ventura	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
3	VCWPD	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
4	City of Ojai	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
5	City of San Buenaventura (Ventura)	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
6	California Department of Transportation	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
7	Farm Bureau of Ventura County representing Agricultural Dischargers (VCAILG)	14.29%	\$22,263.30	\$13,837.80	\$13,837.80	\$13,837.80	\$13,837.80
Total Annual Monitoring Cost			\$155,843.10	\$96,864.60	\$96,864.60	\$96,864.60	\$96,864.60

IV. General Terms and Conditions

- a. Term.** This MOA shall commence on January 19, 2015 and shall terminate on January 19, 2020. The Parties may extend the termination date by their written mutual consent.
- b. Funding.** Each Party's funding encumbered under this MOA is evidenced by the signature of its authorized representative certifying as to funds in the maximum sum as indicated in Exhibit A having been allocated and represents each MOA Party's share of the work costs. Any cost to be invoiced above this sum shall require an amendment to this MOA.
- c. Withdrawal.** Any Party may withdraw from this MOA by providing 30 (thirty) days written notice to the other Parties. A withdrawing Party shall be responsible for the allocated costs of MOA activities incurred up to the date of the withdrawal. Upon withdrawal, the Party shall no longer be a participating member of the *VR Algae TMDL Monitoring Stakeholder Group* and shall report directly to the RWQCB regarding compliance with this TMDL.
- d. Notice.** Any notice pursuant to this MOA shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to the following address:

To the Lead Agency:

Ewelina Mutkowska
Stormwater Program Manager
County of Ventura Public Works Agency
800 S Victoria Avenue
Ventura, California 93009-1610
ewelina.mutkowska@ventura.org
Phone: (805) 645-1382

**To the City of San Buenaventura
(Ventura):**

Joe Yahner
Environmental Sustainability Manager
City of San Buenaventura
PO Box 99
Ventura, CA 93002-0099
jyahner@ci.ventura.ca.us
(805) 652-4558

To the City of Ojai:

Greg Grant

**To the Ventura County Watershed
Protection District:**

Gerhardt Hubner
Deputy Director
Ventura County Watershed Protection District
800 S. Victoria Ave
Ventura, CA 93009-1610
gerhardt.hubner@ventura.org
(805) 654-5051

**To the California Department of
Transportation:**

Chien-Pei Mark Yu
Transportation Engineer
Caltrans, District 07
100 S Main St
Los Angeles, CA 90012
chien_pei_yu@dot.ca.gov
(213) 897-0974

To the Ojai Valley Sanitary District:

Jeff Palmer

Public Works Director/City Engineer
City of Ojai
P.O. Box 1570
Ojai, CA 93024
grant@ci.ojai.ca.us
(805) 646-5581 Ext. 251

General Manager
Ojai Valley Sanitary District
1072 Tico Road
Ojai, CA 93023
jeff.palmer@ojaisan.org
(805) 646-5548

To the Farm Bureau of Ventura County:

John Krist
Chief Executive Officer
Farm Bureau of Ventura County
5156 McGrath St, Ventura, CA 93003
john@farmbureauvc.com
(805) 289 0155

- e. Independent Contractor Status.** This MOA is among the Parties and is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association. The Parties are independent entities that have entered in this MOA freely and voluntarily, and no Party represents any other Party in any capacity whatsoever.
- f. Severability.** If any part of this MOA is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this MOA shall be given effect to the fullest extent reasonably possible.
- g. Amendments.** It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this MOA, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all Parties.
- h. Entire Agreement.** This MOA and the exhibits attached hereto, which are incorporated herein by reference constitute the entire agreement between the Parties and supersede any prior oral or written understanding or agreements of the Parties. This MOA shall not be amended nor any breach thereof waived except in a writing signed by the Parties.
- i. Assignment.** No Party shall assign this Agreement. Any attempted assignment shall be void and unenforceable.
- j. Governing Law.** This MOA shall be governed by the laws of the State of California. If any provision in this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions nonetheless shall continue in full force and effect.

k. Successors. The covenants, rights and obligations in this Agreement shall inure to the benefit of and shall be binding upon each Party's successors. No Party is an agent or employee of any other Party.

l. Third-Party Beneficiaries. This Agreement is not intended to create a third-party beneficiary contract or define the duties, obligation, and rights in parties not signatory to the MOA.

m. Ambiguity. Any ambiguity contained in this MOA shall not be interpreted against the drafting party. The Parties waive the provisions of California Civil Code section 1654.

n. Waiver. A waiver of the Parties' performance under this MOA shall not constitute the continuing waiver of any other provision. Changes made to one section of this MOA do not constitute changes to or negate other articles or sections of this MOA. If a Party defaults in its obligations under this MOA, any non-defaulting Party may request in writing that the default be remedied within 30 (thirty) days. If the defaulting Party fails to do so, the non-defaulting Party may initiate dispute resolution.

o. Disputes. To resolve disputes between the Parties, the Parties shall attempt to negotiate a resolution and if necessary, amend this MOA. If they cannot agree to an amendment, the Lead Agency shall attempt to negotiate a resolution. If no resolution can be reached, the Parties shall initiate mediation. The Parties agree to participate in mediation in good faith and shall share equally in its cost. Neither the dispute nor the mediation process relieves the Parties from full and timely performance of their obligations under this MOA.

p. Representation of Authority. By the Parties' signatures which follow, each Party hereby represents that it has the authority to bind the Party to the terms and conditions of this MOA and agrees to support implementation of the VR Algae TMDL monitoring requirements. The Parties to this MOA represent and warrant that this MOA has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

q. Indemnification – In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, each Party, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, hereby agrees to and shall indemnify and hold harmless the other Parties as provided in this Section. Therefore, each of the Parties shall assume the defense of, indemnify and hold harmless the other Parties and each of their officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property arising from or related to, or claimed to have arisen from or be related to, the negligent acts or omissions of such performing Party in connection with its acts or negligence, except to the extent such actions, damages, claims, losses, expenses or

liabilities have arisen from or relate to the negligent acts or omissions of the indemnified Party. If judgment is entered against all the Parties by a court of competent jurisdiction because of the concurrent active negligence of one or more Parties, the Parties agree that liability will be apportioned as determined by the court.

r. Grant of Access Rights Onto Caltrans Right of Way – Any party intending to enter onto a Caltrans right of way shall first make a written request to Caltrans, 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. Caltrans shall thereafter determine, within ten (10) working days, if that entry shall be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans shall endeavor, in good faith, to satisfy all requests for access as promptly as possible.

s. Caltrans Obligations - All obligations of Caltrans under the terms of this MOA are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This MOA has been written before ascertaining the availability of federal or state legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the MOA was executed after that determination was made. This MOA is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this MOA. If the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this MOA, this MOA may be amended in writing by the Parties to reflect any agreed upon reduction in the percentage of funds contributed by Caltrans to continue its participation in this MOA. Caltrans, however, has the option to withdraw from this MOA in the event sufficient funds are not appropriated for Caltrans. Should Caltrans exercise its option to withdraw from this MOA, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this MOA.

t. Counterparts - This Agreement may be executed in one or more counterparts (including multiple signature pages), all of which shall be deemed to be one instrument. True and correct copies may be used in lieu of the original.

In Witness Whereof, the Parties have executed this MOA on the date opposite their respective names.

Exhibit A

Project Cost and Cost Sharing Distribution Table

Table A-1 Project Cost

Monitoring Year	Consultant Services Cost	Lead Agency 5% Administration Fee	Total Annual Monitoring Cost	Cost Per MOA Party
1 st Year	\$148,422.00	\$7,421.10	\$155,843.10	\$22,263.30
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Table A-2 Cost Sharing Distribution Table

No.	MOA Parties	Equal Cost Sharing percentage	Cost Per MOA Party				
			1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
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MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

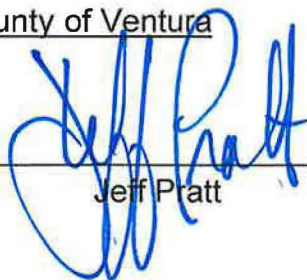
SIGNATURE PAGE

By the authorized signature below, the County of Ventura hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: December 16, 2014

Agency/Organization: County of Ventura

Authorized Signature: _____



Jeff Pratt

Title: Director

Mailing Address: 800 S. Victoria Ave., Ventura, CA, 93009-1600

Exhibit A Project Cost and Cost Sharing Distribution Table

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

SIGNATURE PAGE

By the authorized signature below, the Ventura County Watershed Protection District hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: December 16, 2014

Agency/Organization: Ventura County Watershed Protection District

Authorized Signature: _____


Tully Clifford

Title: Director

Mailing Address: 800 S. Victoria Ave., Ventura, CA, 93009-1610

Exhibit A: Project Cost and Cost Sharing Distribution Table

MEMORANDUM OF AGREEMENT**BETWEEN**

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

SIGNATURE PAGE

By the authorized signature below Ojai Valley Sanitary District hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: 12-15-2014

Agency/Organization: Ojai Valley Sanitary District

Authorized Signature:  _____

Title: William C. Murphy – Chairman Board of Directors

Mailing Address: 1072 Tico Road Ojai, CA 93023

Exhibit A Project Cost and Cost Sharing Distribution Table

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

SIGNATURE PAGE

By the authorized signature below CITY OF OJAI hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: December 9, 2014

Agency/Organization: CITY OF OJAI

Authorized Signature: 

Title: Robert Clark, City Manager

Mailing Address: 401 S Ventura Street, Ojai, CA 93023

Exhibit A: Project Cost and Cost Sharing Distribution Table

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

SIGNATURE PAGE

By the authorized signature below FBUC hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: 12/23/14

Agency/Organization: FARM BUREAU OF VENTURA COUNTY

Authorized Signature: J. L. Hunt

Title: CEO

Mailing Address: 5156 McGRATH ST., VENTURA

Exhibit A Project Cost and Cost Sharing Distribution Table

MEMORANDUM OF AGREEMENT**BETWEEN**

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

TO PROVIDE EQUAL COST SHARING TO FUND RECEIVING WATER MONITORING AS REQUIRED BY THE VENTURA RIVER ALGAE TOTAL MAXIMUM DAILY LOAD

SIGNATURE PAGE

By the authorized signature below City of Ventura hereby enters into the foregoing Memorandum of Agreement to Provide Equal Cost Sharing to Fund the Receiving Water Monitoring for the Ventura River Algae Total Maximum Daily Load (TMDL).

Date: 12/16/2014

Agency/Organization: City of San Buenaventura

Authorized Signature: 

Title: Cheryl Heitmann, Mayor

Mailing Address: 501 Poli Street, Ventura, CA 93001

Exhibit A Project Cost and Cost Sharing Distribution Table

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: 
M. Rebeca Mendoza
Assistant City Attorney

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF SAN BUENAVENTURA (VENTURA), CITY OF OJAI, OJAI VALLEY SANITARY DISTRICT, FARM BUREAU OF VENTURA COUNTY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), VENTURA COUNTY WATERSHED PROTECTION DISTRICT AND COUNTY OF VENTURA (PARTIES)

REGARDING THE COMMITMENT TO PROVIDE FOR EQUAL COST SHARING FOR THE VENTURA RIVER ALGAE TMDL COMPREHENSIVE MONITORING PLAN

SIGNATURE PAGE

By the authorized signature below California Department of Transportation hereby enters into the foregoing Memorandum of Agreement regarding a commitment to support completion and implementation of The Ventura River Algae TMDL Comprehensive Monitoring Plan (CMP).

**STATE OF CALIFORNIA
Department of Transportation**

Malcolm Dougherty
Director

By: Shirley Choate

Date: 1/23/15

for Carrie L Bowen
District Director

**APPROVED AS TO FORM &
PROCEDURE:**

By: Mark

Attorney

CERTIFIED AS TO FUNDS:

By: Tammy

District Budget Manager

**CERTIFIED AS TO FINANCIAL
TERMS AND CONDITIONS:**

for By: Flower

Accounting Administrator