

AMENDMENT TO THE AGREEMENT

**Microbial Source Tracking Study for Channel Islands
Harbor Beaches Bacteria Total Maximum Daily Load**

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TO CONDUCT A MICROBIAL SOURCE TRACKING STUDY FOR CHANNEL ISLANDS HARBOR BEACHES BACTERIA TOTAL MAXIMUM DAILY LOAD

This AMENDMENT to the AGREEMENT is made and entered into by and between the County of Ventura (COUNTY), a local government in the State of California, and the Southern California Coastal Water Research Project (SCCWRP), a California Joint Powers Authority.

WITNESSETH

WHEREAS, the AGREEMENT, attached hereto and incorporated herein by reference (Exhibit A), was executed for Microbial Source Tracking study at Kiddie and Hobie Beaches in Ventura County (STUDY), to identify sources of bacteria within the drainage area of the beaches during wet weather; and,

WHEREAS, the COUNTY and SCCWRP desire to expand the STUDY to investigate groundwater near Kiddie and Hobie beaches for sewage contamination (GROUNDWATER STUDY) in accordance with "Conceptual Work Plan for 2021 Groundwater Study at Kiddie and Hobie Beaches, Channel Island Harbor, California" (2021 WORK PLAN) attached hereto and incorporated herein by reference (Exhibit B); and,

WHEREAS, SCCWRP estimates the GROUNDWATER STUDY will cost \$295,000, and the GROUNDWATER STUDY will be funded utilizing existing balance of \$230,000 under the AGREEMENT and an increase in the not-to-exceed amount of the AGREEMENT of \$65,000.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is agreed hereby as follows:

(1) **THE COUNTY AGREES:**

- a. To reimburse SCCWRP, based upon progressive completion of the GROUNDWATER STUDY in accordance with the 2021 WORK PLAN, an amount not to exceed \$295,000, to be paid from the existing fund balance under the AGREEMENT of \$230,000 and an increase of \$65,000 in the not-to-exceed amount of the AGREEMENT.
- b. To pay SCCWRP within thirty (30) days of receiving a written invoice from SCCWRP. Unless otherwise directed, payments will be sent to:

Southern California Coastal Research Project

Attention: Bryan Nece, Administrative Officer
3535 Harbor Blvd., Suite 110
Costa Mesa, CA 92626

(2) SCCWRP AGREES:

- a. To be responsible for completion of the GROUNDWATER STUDY in accordance with the attached 2021 WORK PLAN.
- b. To be responsible for the expenditure of COUNTY funds only in the manner as set forth in the 2021 WORK PLAN.
- c. To conduct progress meetings or conference calls to update the COUNTY on the GROUNDWATER STUDY's progress at each milestone, including the number of samples collected during the sampling period, elementary statistical analyses on available data, significant findings, and other pertinent information.
- d. To prepare and submit a draft and final report documenting the GROUNDWATER STUDY's findings.
- e. Notwithstanding the provisions of Government Code Section 895.4, SCCWRP shall indemnify, defend, release, and hold harmless the COUNTY and its elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the GROUNDWATER STUDY including, without limitation, bodily injury, death, personal injury, property damage, or in connection with a claim for failure to complete the GROUNDWATER STUDY in accordance with the 2021 WORK PLAN, that may result from SCCWRP's negligence. However, SCCWRP shall not be obligated to indemnify the COUNTY for liability and expense arising from the sole negligence of the COUNTY.
- f. SCCWRP shall provide the COUNTY full access and use of all data, maps, models, reports, or any other writings or work product developed or relating to the GROUNDWATER STUDY at no charge.

(3) All Obligations of the COUNTY and SCCWRP under the AGREEMENT shall remain full force and effect unless modified in this AMENDMENT to the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to the AGREEMENT to be executed by their respective officers, duly authorized, by SCCWRP on 10/15/21, 2021, and by the COUNTY on September 14, 2021.

VENTURA COUNTY
PUBLIC WORKS AGENCY

By: 
Jeff Pratt
Director

SOUTHERN CALIFORNIA COASTAL
WATER RESEARCH PROJECT

By: 
Steven B. Weisberg
Executive Director

- Exhibit A Agreement for Microbial Source Tracking Study for Channel Islands Harbor Bacteria Total Maximum Daily Load executed in December 2019
- Exhibit B Conceptual Work Plan for 2021 Groundwater Study at Kiddie and Hobie Beaches, Channel Islands Harbor, California dated May 18, 2021