ITEM 10.G

MOORPARK CITY COUNCIL
AGENDA REPORT

TO: **Honorable City Council**

FROM: **Yugal K. Lall, City Engineer/Public Works Director**
Prepared by: Shaun Kroes, Senior Management Analyst

DATE: **November 16, 2009 (CC meeting of 12/16/2009)**

SUBJECT: **Consider Amendment to Cost Sharing Memorandum of Agreement for the Calleguas Creek Total Maximum Daily Load Monitoring and Implementation Program**

BACKGROUND/DISCUSSION

This item was originally agendized for the regular City Council meeting of December 2, 2009, which was adjourned to December 16, 2009. On November 7, 2007, the City Council approved a cost sharing Memorandum of Agreement (MOA) with the Cities of Camarillo, Oxnard, Simi Valley and Thousand Oaks, the Camarillo Sanitary District, the County of Ventura, the Ventura County Waterworks District No. 1, Camrosa Water District, the U.S. Department of Navy, the California Department of Transportation (collectively, the Public Agencies), and the Ventura County Agricultural Irrigated Lands Group (Ag Group) for management, funding and cost sharing required for the implementation of the Calleguas Creek Watershed Total Maximum Daily Load (TMDL) Program. The City Council is now being asked to approve an Amendment to the MOA to continue participation in a regional program for management, funding and cost sharing required for the implementation of the Calleguas Creek TMDL Program. The amendment adds work related to two adopted TMDLS for trash (not applicable to Moorpark) and salts (applicable to Moorpark) and work related to a future TMDL for bacteria.

At the time of the original MOA adopted in 2007, there were four TMDLs for Calleguas Creek that were adopted by the Los Angeles Regional Water Quality Control Board (RWCQB) and the Environmental Protection Agency (EPA), which include impairments for Nitrogen; Toxicity; Organochlorine Pesticides, PCBs, and Siltation; and Metals. Since then, the RWCQB and EPA have also adopted two more TMDLs (trash and salts). These TMDLs require specific water quality monitoring and implementation actions that must be completed within a specified time frame. The public agencies listed above along with the Ag Group worked collaboratively on these TMDLs and determined that it would be more

cost effective to share in the costs of the required monitoring and implementation program. The proposed amendment updates the original MOA to reflect the new TMDL requirements and continues the coordinated efforts of all cooperating agencies.

FISCAL IMPACT

Moorpark's expected FY 2009/10 contribution is $33,996. Sufficient funds are already available in the FY 2009/10 budget.

STAFF RECOMMENDATION

Authorize the Mayor to sign the First Amended and Restated MOA.

Attachment:

1. First Amended and Restated MOA

First Amended and Restated

MEMORANDUM OF AGREEMENT

Management, Funding and Cost Sharing for the
Implementation of the Calleguas Creek Watershed
Total Maximum Daily Load Program

This First Amended and Restated Memorandum of Agreement ("**MOA**") is entered into effective _____ 2009, by the Camrosa Water District, the Camarillo Sanitary District, the City of Camarillo, the City of Moorpark, the City of Oxnard, the City of Simi Valley, the City of Thousand Oaks, the County of Ventura, the Ventura County Waterworks District No. 1, the U.S. Department of Navy, the California Department of Transportation (collectively, the "**Public Agencies**") and the Ventura County Agricultural Irrigated Lands Group within the Calleguas Creek Watershed ("Ag Group"), a subdivision of the Farm Bureau of Ventura County ("Farm Bureau"), which together with the Public Agencies are collectively the "**PARTIES**". The PARTIES agree as follows:

RECITALS

A. On October 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region ("**RWQCB**") adopted Resolution No. 2002-017 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to include a Total Maximum Daily Load ("**TMDL**") for Nitrogen Compounds and Related Effects in Calleguas Creek, a copy of which is attached and incorporated as Exhibit A.

B. On July 7, 2005, the RWQCB adopted Resolution No. 2005-009 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Toxicity, Chlorpyrifos, and Diazinon in Calleguas Creek, its tributaries and Mugu Lagoon a copy of which is attached and incorporated as Exhibit B.

C. On July 7, 2005, the RWQCB adopted Resolution No. 2005-010 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Organochlorine Pesticides, Polychorinated Biphenyls, and Siltation in Calleguas Creek, its tributaries and Mugu Lagoon, a copy of which is attached and incorporated as Exhibit C.

D. On June 8, 2006, the RWQCB adopted Resolution No. 2006-012 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Copper, Mercury, Nickel, and Selenium ("Metals") for Calleguas Creek, its tributaries, and Mugu Lagoon, a copy of which is attached and incorporated as Exhibit D.

E. On June 7, 2007, the RWQCB adopted Resolution No. 2007-007 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Trash in the Revolon Slough/Beardsley Wash

Subwatershed of Calleguas Creek, a copy of which is attached and incorporated as Exhibit J.

F. On October 4, 2007, the RWQCB adopted Resolution No. 2007-016 adopting an Amendment to the Water Quality Control Plan for the Los Angeles Region to incorporate a TMDL for Boron, Chloride, TDS, and Sulfate ("Salts") in Calleguas Creek, its tributaries and Mugu Lagoon, a copy of which is attached and incorporated as Exhibit K.

G. Eight of fourteen reaches in the Calleguas Creek Watershed ("**CCW**") are identified on the 2006 Clean Water Act Section 303(d) list of water-quality limited segments as impaired due to elevated levels of fecal coliform in water. The PARTIES may initiate further work on developing the Bacteria TMDL to address these impairments.

H. RWQCB Resolutions 2002-017, 2005-009, 2005-010, 2006-012, 2007-007 and 2007-016 are jointly referred to herein as the "**TMDLs**".

I. The TMDLs are not self-executing and not all the TMDLs have been incorporated into all the existing National Pollutant Discharge Elimination System Permits regarding Waste Discharger Requirements for Municipal Stormwater and Urban Runoff Discharges or Publicly Owned Treatment Works ("**POTWs**") or the Irrigated Lands Waiver (RWQCB Order No. R4-2005-0080) (jointly referred to herein as the "**NPDES Permit**") within the CCW in the manner required for the limits of the TMDLs to be legally enforceable.

J. The TMDLs require a monitoring and reporting program plan to be submitted to the RWQCB for approval.

K. On September 24, 2006 the PARTIES submitted to the RWQCB, in accordance with the requirements of the TMDLs, the Calleguas Creek Watershed Management Plan TMDL Monitoring and Reporting Program's Quality Assurance Program Plan ("**QAPP**") hereinafter referred to as "Monitoring Plan," which is attached and incorporated as Exhibit E.

L. On October 15, 2007, the RWQCB approved the Monitoring Plan.

M. On June 26, 2007, the PARTIES submitted to the RWQCB, in accordance with the requirements of the Metals TMDL, a Monitoring and Reporting Plan to be incorporated into the QAPP, which is attached and incorporated as Exhibit E1.

N. On January 30, 2009, the RWQCB approved the Metals Monitoring Plan.

O. On June 2, 2009 the PARTIES submitted to the RWQCB, in accordance with the requirements of the Salts TMDL, a Monitoring and Reporting Plan to be incorporated into the QAPP, which is attached and incorporated as Exhibit E2.

P. The PARTIES' original MOA became effective on March 1, 2008, which established a joint monitoring and implementation program ("**Program**") that was consistent with the approved Monitoring Plan and consistent with the TMDLs.

Q. The PARTIES desire to amend and restate in its entirety the MOA in order to continue the Program in a manner consistent with the approved Monitoring Plan and consistent with the TMDLs as they presently exist or are hereafter amended.

R. The U.S. Department of the Navy ("**Navy**") is an agency of the federal government, and therefore may be subject to limitations on its ability or requirement to comply with every provision of this MOA to the same extent that the Public Agencies are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the United States Supreme Court, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, the ability of the Navy to participate directly in sampling, research or data gathering activities that are not located on Navy or federal lands or a point source of water discharge arising on Navy or federal lands, or other activities not specifically authorized by the federal Clean Water Act. To the extent the limitations described in this paragraph prevent the Navy from fully participating in the Program, it reserves the right, in its sole discretion, to participate in the Program and this MOA as a matter of comity. By entering into this MOA, the Navy does not authorize any of the Public Agencies to exercise regulatory authority over it except to the extent expressly permitted by state or federal law.

S. The PARTIES also acknowledge that the obligation of the California Department of Transportation ("**Caltrans**") to contribute funds under this MOA is subject to the appropriation of funds by the California Legislature and the allocation of funds by the California Transportation Commission.

AGREEMENT

ARTICLE I – PURPOSE OF AGREEMENT

1.1. PURPOSE.

The purpose of this MOA is to cooperatively and voluntarily devise and jointly fund a coordinated Program that is consistent with the TMDLs, that implements the Monitoring Plan, and that establishes a mechanism for the sharing of the costs associated with the Program. The PARTIES acknowledge that this MOA and the work to be accomplished hereunder is undertaken on a voluntary basis since the TMDL allocations have not been incorporated into the NPDES permits or Irrigated Lands Waiver in the manner required by law to be enforceable.

1.2. MAXIMUM EXTENT PRACTICABLE STANDARD.

Nothing in this MOA, nor any activity approved or carried out by the PARTIES hereunder, may be interpreted as a waiver of the position that the efforts undertaken by the PARTIES are not subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 et seq.).

ARTICLE II – RESPONSIBILITIES

2.1. PARTIES.

A. The PARTIES agree to designate four discharger groups as follows: 1) **POTWs**, consisting of Camrosa Water District, Camarillo Sanitary District, Ventura County Waterworks District No. 1, and the Cities of Simi Valley and Thousand Oaks; 2) "**Urban Dischargers**," consisting of the Cities of Simi Valley, Thousand Oaks, Camarillo, Moorpark and Oxnard and the County of Ventura; 3) "**Agricultural Dischargers**," consisting of the Ag Group; and 4) "**Other Dischargers**," consisting of the U.S. Department of Navy and Caltrans.

B. The PARTIES agree to form a "**Management Committee**" consisting of one representative each from the POTWs, Urban Dischargers and Other Dischargers groups and two representatives from the Agricultural Dischargers group. Each discharger group will select its applicable representatives and will also select an alternate representative to serve in the absence of each primary representative in whatever manner each group deems appropriate. The representatives of the discharger groups that consist of Public Agencies will be agency employees with appropriate technical backgrounds or responsibilities relevant to the purposes of the Program. The PARTIES authorize the Management Committee to oversee the Program and make decisions to assure the Program is carried out in a timely, accountable fashion. The PARTIES reserve the authority to adopt the annual budget, and task the Management Committee to diligently concur on a recommended budget annually in order to present a recommended budget to the PARTIES for adoption. The PARTIES further reserve the authority to make substantial changes to each budget and to review and adopt any budget increase during the fiscal year as may be required to implement the Program.

C. Annually, the PARTIES must each contribute the funding allocated to their respective agency in accordance with Exhibit F and reflected in Exhibits G and H. Each PARTY's voting power and cost allocations will be based on such PARTY'S actual annual allocated costs.

2.2. MANAGEMENT COMMITTEE.

A. The Management Committee will attempt to reach consensus on all issues. If a vote is necessary, each Management Committee member will have one vote. A motion requires four affirmative votes of the Management Committee for passage. The Management Committee representatives will serve a minimum

term of one fiscal year starting July 1 through June 30. Each discharger group has the right to choose its representatives, including reappointing incumbent representatives, each fiscal year.

B. The Management Committee will implement the Program following the principles and methods provided in this MOA.

C. The Management Committee will recommend a budget for the PARTIES approval and funding as provided in this MOA.

D. The Management Committee will manage Program task timelines and budgets as provided in the approved budget. The Management Committee will review and recommend budget variances and increases in funding to the PARTIES.

E. The Management Committee will select the primary contractors ("**Prime Contractors**") to implement each element of the Program. The Prime Contractors will be responsible for technical program management in accordance with the requirements of the Monitoring Plans and TMDLs

2.3. FISCAL AGENT.

A. The PARTIES will designate a "**Fiscal Agent**" for the PARTIES by a separate "**Fiscal Agent Contract**" which will be submitted for approval by the PARTIES. The Fiscal Agent will develop a recommended annual budget for review by the Management Committee, and ultimate approval by the PARTIES. The Fiscal Agent will contract with the selected Prime Contractors to implement the Program consisting of monitoring, laboratory services, data management, reporting, and implementation actions. The PARTIES agree to reimburse the Fiscal Agent for such management services as provided in the budget and the Fiscal Agent Contract.

B. The Fiscal Agent must be a public agency and must serve a term of not less than one fiscal year.

C. The then current Fiscal Agent may withdraw upon providing written notice to the Management Committee before March 1st prior to the next fiscal year.

D. In the event that the Fiscal Agent withdraws from this MOA, another public agency may serve as successor Fiscal Agent. Any public agency willing to serve as successor Fiscal Agent may be nominated by another PARTY. Selection of a Fiscal Agent must be approved by the Management Committee.

E. The Fiscal Agent must act in a timely manner to execute contracts with the Prime Contractor and all other contractors necessary to implement the Program. The Management Committee will select all contractors, and the Fiscal Agent will contract with those selected contractors. Upon the selection of a new Fiscal

Agent, if necessary, the new Fiscal Agent will renegotiate all existing contracts to ensure that they are properly assigned to the new Fiscal Agent.

F. The Fiscal Agent will be the treasurer of Program funds. The Fiscal Agent, in accordance with generally accepted accounting procedures, must keep the Program funds segregated from any other funds administered by the Fiscal Agent; must credit the Program with appropriate interest income earned on Program funds in each fiscal year; and may not expend any funds except in accordance with the annual budget approved by the Management Committee or as otherwise directed by the Management Committee.

G. By February 1 of each year, the Fiscal Agent must cause to be prepared a projected detailed annual budget for review and recommended approval by the Management Committee, and ultimate approval by the PARTIES, for the following fiscal year, as described under Section 3.1.B. The Fiscal Agent will retain all fiscal records for five years and make those records available for review by any PARTY upon request.

H. The Fiscal Agent must provide a copy of any contract executed on behalf of the PARTIES to the Management Committee upon request.

I. The Fiscal Agent may request under its agreement with the PARTIES, and as part of the annual Program budget, reimbursement for reasonable and customary costs incurred in providing the services under this MOA. Reimbursement to the Fiscal Agent will be subject to Management Committee review and approval as part of the Program budget.

J. The Fiscal Agent will cause to be prepared an annual audit of expenditures and a report regarding the Program and submit such audit and report to the Management Committee within 90 days of the close of each fiscal year.

2.4. DOCUMENTATION.

The PARTIES agree to provide all readily available information and documentation that is deemed necessary to perform the Program.

2.5. GRANT OF ACCESS RIGHTS.

During the term of this MOA, the PARTIES (including all members of the Ag Group) will grant the right of access and entry to all monitoring locations to the Prime Contractors or any other contractor retained by the Fiscal Agent at all reasonable times for the purposes of collecting monitoring data consistent with the Monitoring Plan subject to all applicable laws of such PARTY. Any Public Agency or Prime Contractor intending to enter onto another PARTY's right-of-way, property or easement must first make a written request to the affected PARTY, 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. The affected PARTY will then determine, within 10 working days, if that entry will require a formal encroachment permit or other approval. If a formal permit or approval is required based on that PARTY'S applicable law, the Public Agency or Prime Contractors must obtain such permit or approval. If a formal permit or approval is not required based on that PARTY's applicable law, the affected PARTY may still condition the right of entry on the accompaniment of a representative of the affected PARTY, who may restrict or limit the access to those persons deemed necessary at the sole discretion of the affected PARTY.

ARTICLE III – FUNDING, COST & DATA SHARING

3.1. FUNDING.

A. The PARTIES agree to provide funding for the costs of the Program including the services performed by the Prime Contractor and any other contractor retained by the Fiscal Agent consistent with each PARTY's percentage allocation as set forth in Exhibit F and reflected in Exhibits G and H.

B. The monitoring cost estimate for the current Program year is attached as Exhibit G. The implementation cost estimate for the current Program year is attached as Exhibit H. If the actual budget exceeds the projected costs in Exhibits G and H, the Management Committee will develop a recommendation and call for a vote of the PARTIES to approve a revised budget. Each Program year, the applicable Prime Contractor and the Fiscal Agent will prepare a draft annual budget. The Fiscal Agent will facilitate budget review by the Management Committee and, upon the Management Committee reaching agreement, presentation of the recommended annual budget to the PARTIES. Once the PARTIES reach a two-thirds majority agreement on the recommended annual budget based on the PARTIES' percentage allocations, the budget will be considered an approved annual budget for the following fiscal year. The applicable Prime Contractor and Fiscal Agent will be provided a draft budget deadline by the Management Committee to provide sufficient time for review of the recommended Annual Budget to allow for its timely passage prior to June 30 annually.

C. The Fiscal Agent will provide timely notice of fund transfers necessary to meet budgeted activities.

D. The PARTIES understand and agree that the Farm Bureau has no specific or direct liability for the funds to be paid by the Ag Group within the CCW pursuant to this MOA. The Farm Bureau is a facilitator with the RWQCB in an Irrigated Agricultural Lands Waiver Program for properties within Ventura County, including properties within the CCW. The Farm Bureau cannot ensure that all irrigated agricultural property within the CCW is participating in, or will participate in the Ag Group. The Ag Group is the entity from which the Farm Bureau will collect funds due under this MOA.

In such capacity as a facilitator, the Farm Bureau cannot ensure or guarantee that all funds due from agriculture pursuant to this MOA will be collected. The Farm Bureau will use its best efforts to secure the greatest amount of participation by agricultural property within the CCW and the collection of funds due and owing under this MOA.

E. To the extent a PARTY fails to timely pay all or a portion of such PARTY's cost allocation, the Management Committee must direct the applicable Prime Contractors to reduce to the extent feasible the Program monitoring and implementation activities that directly apply to such PARTY in proportion to the reduction in contributions from such PARTY. Under no circumstances will any PARTY be required to increase its contribution based on the failure of another PARTY to pay all or a portion of its cost allocation.

3.2. CONTRACT FOR SERVICES.

A. The Management Committee will assist the Fiscal Agent in issuing requests for proposals, negotiating contracts, and selecting the Prime Contractors and any other contractors. If bids for the initial year of any subsequent fiscal year costs exceed the estimates in Exhibits G and H by more than ten percent (10%), the Management Committee must notify the PARTIES and request the PARTIES' direction on approval of additional funds. Payment for contract activities may only be made upon review and approval by the Management Committee of invoices submitted by the Prime Contractors and all other contractors.

B. All Prime Contractors and all other contractors will be retained by contract with the Fiscal Agent. The Fiscal Agent will disburse funds to contractors within 30 days after approval of the invoice by the Management Committee. The Fiscal Agent will perform this role for the administrative convenience of the PARTIES.

C. All costs for the Program are to be shared based upon each PARTY's percentage allocation as set forth in Exhibit F. Fifty percent (50%) of each PARTY's share of first year costs as set forth in Exhibits G and H will be invoiced by, and is due and payable to the Fiscal Agent from each PARTY upon the effective date of this MOA, and the remaining fifty percent (50%) is due after six months from the effective date of the MOA. Subsequent annual budget costs will be due and payable to the Fiscal Agent within 45 days of receipt of the invoice, or upon such other terms as the Management Committee may approve.

3.3 DATA SHARING.

It is the intent of the PARTIES that the monitoring data collected will remain in draft form until released to the RWQCB under the PARTIES' NPDES permits and the Irrigated Lands Waiver. Prior to such disclosure, no PARTY may share the monitoring data generated from the Program with members of the public without first obtaining permission from the Management Committee.

ARTICLE IV – GENERAL PROVISIONS

4.1. TERM.

The effective date of this MOA is the date first above written. The initial term of the MOA will continue for a period of five years from the effective date. Thereafter, the MOA will automatically renew upon the anniversary of the effective date upon consensus of the PARTIES until terminated in the manner provided for in this MOA.

4.2. WITHDRAWAL.

A. Any PARTY may withdraw from this MOA by providing written notice to the Management Committee on or before: (i) March 1 in any year; (ii) 30 days from notice of the Management Committee's recommended annual budget; or (iii) 15 days from any other PARTY's notice of withdrawal. If notice is timely given, the withdrawal will become effective at the beginning of the next fiscal year.

B. Any PARTY that withdraws from this MOA will remain liable for that PARTY's share of the costs under this MOA through the end of the then current fiscal year.

C. The withdrawing PARTY will be responsible for all lawfully assessed penalties on such PARTY as a consequence of and subsequent to the withdrawal. The withdrawing PARTY will also be responsible for fulfilling all requirements of the Program applicable to such withdrawing PARTY.

D. Upon withdrawal or delay in adoption of the MOU by any PARTY, the Management Committee will revise the cost sharing formula set forth in Exhibit F to equitably reduce or reapportion the withdrawing PARTY's contribution among the remaining PARTIES.

4.3. AMENDMENTS.

A. During the term of this MOA, any PARTY may request that the other PARTIES negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of changed circumstances.

B. Any amendment to this MOA must be in writing and must be consented to by all PARTIES. Upon such consent, the amendment must be executed by each Party within three months of notice by the Management Committee.

4.4. NOTICES.

Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder must be in writing and must be delivered to the representatives of the PARTIES

at the addresses set forth in Exhibit I attached hereto. A notice will be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile; or (b) on the third business day following deposit in the United States mail, postage prepaid.

4.5. RELATIONSHIP OF THE PARTIES.

The PARTIES are, and will at all times remain as to each other, wholly independent entities. No PARTY has the power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY will be deemed for any purposes whatsoever to be an agent, employee or officer of another PARTY.

4.6. COOPERATION, FURTHER ACTS.

The PARTIES agree to cooperate fully with one another to attain the purposes and objectives of this MOA.

4.7. INDEMNIFICATION.

Each PARTY will be solely responsible and liable for its individual obligations under this MOA. Each PARTY agrees to indemnify, defend, and hold the other PARTIES harmless for all losses, claims, and liability including attorney fees and costs, arising to the extent of the negligence or willful misconduct of the indemnifying PARTY.

4.8. EXECUTION OF COUNTERPARTS.

This MOA may be executed in counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.

4.9. GOVERNING LAW.

This MOA is governed by the laws of the State of California.

4.10. SEVERABILITY.

If any provision of this MOA is determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOA will not be affected will be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.

(Signatures on following pages)

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed on their behalf as of the date specified below, respectively, as follows:

CAMROSA WATER DISTRICT

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Chair, Board of Directors General Counsel

CAMARILLO SANITARY DISTRICT

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Chair, Board of Directors General Counsel

CITY OF CAMARILLO

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Mayor, City Council City Attorney

CITY OF MOORPARK

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Mayor, City Council City Attorney

CITY OF OXNARD

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Dr. Thomas E. Holden, Mayor City Attorney

CITY OF SIMI VALLEY

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Mayor, City Council City Attorney

CITY OF THOUSAND OAKS

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Mayor, City Council City Attorney

COUNTY OF VENTURA

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Chair, Board of Supervisors County Counsel

VENTURA COUNTY WATERWORKS DISTRICT NO. 1

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
Chair, Board of Directors General Counsel

UNITED STATES DEPARTMENT OF NAVY

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
General Counsel

VENTURA COUNTY AGRICULTURAL IRRIGATED LANDS GROUP, a subdivision of the Farm Bureau of Ventura County

Date: _____ APPROVED AS TO FORM:

By: _____ By: _____
General Counsel

STATE OF CALIFORNIA
Department of Transportation
[Position vacant at time of MOA]
Director of Transportation

By _____
District Director

Approved as to Form & Procedure:

By: _____
Attorney

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

LIST OF EXHIBITS

Full document will be attached to Agreement and
has been provided to City Council under separate cover

Electronic version (PDF) is available upon request: 805-517-6257

A hard copy is available for public viewing at
Moorpark City Hall Front Counter:
799 Moorpark Avenue
Moorpark, CA 93021

Exhibit A: RWQCB Resolution 02-017 – Nutrient TMDL

Exhibit B: RWQCB Resolution R4-2005-009 – Toxicity TMDL

Exhibit C: RWQCB Resolution R4- 2005-010 – Pesticides TMDL

Exhibit D: RWQCB Resolution R4 - 2006-012 – Metals TMDL

Exhibit E: CCWMP TMDL Monitoring QAPP

Exhibit E1: Metals TMDL Monitoring Plan.

Exhibit E2: Salts TMDL Monitoring Plan

Exhibit F: Program Implementation Formula – Voting Power

Exhibit G: Estimate of Program Monitoring Costs

Exhibit H: Estimate of Program Implementation Costs

Exhibit I: PARTY Representatives

Exhibit J: RWQCB Resolution R4-2007-007 – Trash TMDL

Exhibit K: RWQCB Resolution R4-2007-016 – Salts TMDL