

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
AMENDMENT TO IMPLEMENTATION AGREEMENT
VENTURA COUNTYWIDE
STORMWATER QUALITY MANAGEMENT PROGRAM**

This Amendment to National Pollutant Discharge Elimination System Implementation Agreements (a copy of which is attached as Attachment 1) is entered into by and among the County of Ventura hereinafter referred to as COUNTY, the Ventura County Watershed Protection District hereinafter referred to as DISTRICT and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks, hereinafter collectively referred to as CITIES, with respect to the following matters:

RECITALS

Whereas, the CITIES, the COUNTY and the DISTRICT desire to continue funding and implementing an integrated Stormwater Discharge Management Program with the objective of protecting and improving water quality in Ventura County; and

Whereas, the DISTRICT has been designated as the Principal Permittee in the PERMIT, and

Whereas, the CITIES, the COUNTY and the DISTRICT currently operate the Ventura Countywide Stormwater Quality Management Program pursuant to four separate 1992 Implementation Agreements divided by watershed zone and approved by the CITIES, the COUNTY and the DISTRICT; and

Whereas, the CITIES, the COUNTY and the DISTRICT desire to modify the 1992 Agreements as relates to cost sharing of Principal Permittee activities.

NOW, THEREFORE, the parties do mutually agree the Agreements be, and hereby are amended as follows:

1. TERM

This Amendment shall be in effect for fiscal year 2009/2010, commencing on July 1, 2009 and terminating on June 30, 2010.

2. PRINCIPAL PERMITTEE BUDGET

The principal permittee budget for FY2009/2010 is attached as Exhibit A. The total principal permittee costs shall not exceed \$2,479,732 and is a not-to-exceed amount representing the maximum amount that will be used for determining distribution of costs in accordance with Section 3, Expenditures. The budget line items may be modified with approval of the Management Committee, as long as the overall total budget is not exceeded.

3. Expenditures, Section IV, subsection C is amended as follows:

1) 50% of the DISTRICT's NPDES Benefit Assessment share is to be used for funding Principal Permittee costs.

2) Principal Permittee costs not funded through Section 3.1. shall be distributed among co-permittees as follows: 15% by DISTRICT and the balance by the CITIES and COUNTY based on current Benefit Assessment Unit (BAU) ratios.

3) Exhibit B attached shows an example distribution of costs based on BAU's, using the revenues for FY 2009/2010. Actual revenue amounts shall be used in computing the final cost distribution.

4) The Principal Permittee shall implement accounting tracking mechanisms in order to report and describe contributions and expenditures. Any unexpended funds not used for Principal Permittee activities shall be returned to the Co-permittees.

4. **PAYMENT**

The Co-permittees' share of the Principal Permittee budget can either be deducted from the proceeds of the Benefit Assessment Program levied on its behalf or by payment to the DISTRICT. Co-permittees shall notify DISTRICT by February 1, 2010 of their preferred method of payment.

5. **FINANCIAL IMPLEMENTATION DATE**

The financial aspects of this Amendment shall take effect on July 1, 2009.

6. **AGREEMENT IN EFFECT**

Except as otherwise specifically provided herein, all other provisions of the Agreements shall remain in full force and effect.

7. **AUTHORITY TO EXECUTE AGREEMENT**

Each party covenants that each individual executing this Amendment on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

8. **EXECUTION IN COUNTERPARTS**

This Amendment may be executed and delivered in any number of counterparts or copies by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AMENDMENT, which shall be binding and effective as to the parties hereto.

The parties to this Amendment are as follows:

Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Watershed Protection District
Phone: (805) 654-2040; Fax (805) 654-3350

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Public Works
Phone: (805) 654-2073; Fax (805) 654-3952

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Attn: Director of Public Works
Phone: (805) 388-5307; Fax (805) 388-5318

City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: Director of Public Works
Phone: (805) 524-3701; Fax (805) 524-5707

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Director of Public Works
Phone: (805) 529-6864; Fax (805) 529-8270

City of Ojai
401 South Ventura Street
Ojai, CA 93023
Attn: Director of Public Works
Phone: (805) 646-5581; Fax (805) 646-1980

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Attn: Director of Public Works
Phone: (805) 385-8280; Fax (805) 385-7907

City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041
Attn: Director of Public Works
Phone: (805) 986-6568; Fax (805) 986-6660

City San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Director of Public Works
Phone: (805) 654-7800; Fax: (805) 652-0865

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061-0569
Attn: Director of Public Works
Phone: (805) 933-4298; Fax (805) 525-3742

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2929 Tapo Canyon Road
Simi Valley, CA 93063
Attn: Director of Public Works
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City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Attn: Public Works Director
Phone: (805) 449-2457; Fax (805) 449-2475

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
IMPLEMENTATION AGREEMENT
VENTURA COUNTYWIDE
STORMWATER QUALITY MANAGEMENT PROGRAM**

City of Oxnard Signature Page

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

Exhibit A

Principal Permittee Budget 2009-2010 Year One of New Permit				
ACCOUNT	PROGRAM	COSTS		
		Staff FTEs	Staff Costs	Fixed Costs
P6010501	Program Administration			
	Management Committee	0.15	\$28,964	
	Subcommittees	0.15	\$27,102	
	Permit Activities Coordination	0.12	\$24,741	
	Annual Report	0.11	\$16,486	\$2,000
	New Permit Reporting	0.00	\$0	
	Develop reporting forms	0.05	\$9,645	
	Develop new reporting format	0.03	\$5,767	\$75,000
	Receiving Water Limitations Compliance Report	0.02	\$3,288	\$25,000
	Board Letters/Correspondence	0.02	\$3,856	
	Clerical Support	0.05	\$5,200	
	SUBTOTAL	0.70	\$125,049	\$102,000
P6010502	Permit Renewal			
	Contingencies	0.00	\$0	\$50,000
	Review of draft and tentative	0.00	\$0	
	Consultants	0.00	\$0	
	Attorneys	0.00	\$0	
	Meetings with RWQCB	0.00	\$0	
	Sub-Committee Meetings	0.00	\$0	
	Management Committee	0.00	\$0	
	Comment Letters / Issue Papers etc . . .	0.00	\$0	
	SUBTOTAL	0.00	\$0	\$50,000
P6010503	Regional Representation			
	Regional Board Liaison	0.05	\$10,269	
	SCCWRP	0.13	\$26,156	\$100,000
	CASQA-Membership and Participation	0.08	\$19,537	\$15,000
	Legislation	0.00	\$0	\$5,000
	Environmental Crimes Task Force	0.02	\$5,233	
	Watershed Meetings "as appropriate"	0.04	\$7,480	
	Regional Board's Storm Water Task Force	0.02	\$4,187	
	SUBTOTAL	0.33	\$72,862	\$120,000
P6010504	Water Quality Monitoring			
	Implement New Countywide Stormwater Monitoring Program	1.33	\$210,424	
	New Standard Operating Procedure Manuals	0.15	\$20,551	\$12,000
	Monitoring Report	0.16	\$22,882	\$60,000
	45 day reporting deadline	0.13	\$18,562	
	Data Management	0.42	\$49,698	
	Water Quality Database Upgrades (Automated Standardized Electronic Reporting)	0.08	\$9,701	\$30,000
	Equipment Operations & Maintenance	0.23	\$38,257	\$10,000
	11 Urban Outfalls	0.21	\$34,356	
	Laboratory Analytical Services	0.03	\$4,925	\$100,000
	Toxicity Identification (potentially 3)	0.00	\$0	\$13,500
	Toxicity Reduction Evaluation (budget for 2)	0.03	\$6,233	\$150,000
	Additional Outfalls @ \$2600 ea event	0.00		\$41,600
	Fox Weather Forecast Service (\$35k total)	0.00	\$759	\$4,000
	Sampling Equipment (existing) Replacement (Based on 5 Year Depreciation)	0.00	\$0	\$30,000
	Staff Training	0.08	\$13,048	\$4,000
	Stormwater Monitoring Coalition	0.05	\$7,595	
	Research Agreement	0.01	\$2,416	\$7,500
	Beach Monitoring	0.00	\$0	
	Volunteer Monitoring	0.05	\$6,605	
	Urban Runoff / Outfall Characterization		\$36,164	
	eleven new sample stations @25,000			\$275,000
	SUBTOTAL	2.96	\$482,176	\$737,600

P6010505	Public Participation and Outreach			
	Coordinate Countywide Educational Outreach Events	0.01	\$1,009	\$5,000
	Develop/distribute Public Outreach Materials	0.02	\$3,707	
	General Public	0.01	\$1,221	\$35,000
	Ethnic Communities (180 days)	0.01	\$1,221	\$30,000
	Website	0.03	\$4,782	
	Behavioral change assessment (365 days)	0.01	\$1,970	\$25,000
	Pollutant specific outreach (180 days)	0.01	\$2,070	\$30,000
	School outreach (plan due in 90 days)	0.01	\$2,070	\$40,000
	Citizen Advisory Groups (365 days)	0.03	\$5,686	
	SUBTOTAL	0.15	\$23,736	\$165,000
P6010506	Special Studies and Reports	0.00		
	Low Impact Development Study	0.01	\$2,329	\$17,388
	Hydromodification Study	0.01	\$2,329	
	Bight Study	0.07	\$12,277	
	Regional Bioassessment Study	0.16	\$26,019	\$125,000
	MAL Assessment Report Template	0.00	\$0	
	Pyrethroids (\$75,000 2 times in permit cycle)	0.01	\$1,627	
	SUBTOTAL	0.27	\$44,582	\$142,388
P6010508	Funding Options Development			
	Funding Options Development	0.00	\$0	\$50,000
	SUBTOTAL	0.00	\$0	
P6010510	Public Infrastructure			
	CRV Grant Application and Reporting		\$5,710	
	Coordinate training	0.00	\$523	\$500
	Standardized pesticide protocols	0.00	\$523	
	Updates on regulations and rulings	0.00	\$523	
	SUBTOTAL	0.01	\$7,280	\$500
P6010511	Construction			
	Coordinate training	0.00	\$523	
	Updates on regulations and rulings	0.01	\$2,617	
	SUBTOTAL	0.01	\$3,140	\$0
P6010512	Land Development			
	Update to Guidance Manual	0.02	\$5,233	\$60,000
	Low Impact Development	0.00	\$0	
	Peak flow control criteria	0.00	\$0	
	BMP maintenance and cost	0.00	\$0	
	Expected pollutant removal	0.00	\$0	
	Observed local effectiveness data	0.00	\$0	
	Integrated water resource planning	0.00	\$0	
	Development/CIP Training	0.02	\$5,233	\$10,000
	Watershed Specific Hydromod Control Plans	0.02	\$5,233	
	Mitigation Funding Management Framework	0.01	\$3,140	\$40,000
	BMP Tracking Database	0.02	\$5,233	
	SUBTOTAL	0.10	\$24,073	\$110,000
P6010513	Business Assistance			
	Business Assistance Program	0.02	\$2,855	\$5,000
	Develop/distribute Public Outreach Materials	0.01	\$1,808	
	retail auto supply	0.00	\$0	\$15,000
	home improvement stores	0.00	\$0	\$15,000
	pet shops	0.00	\$0	\$15,000
	Corporate outreach program	0.01	\$2,332	
	Critical Source Database	0.02	\$3,117	
	Model inspection forms	0.01	\$1,970	
	SUBTOTAL	0.07	\$12,081	\$50,000
P6010514	Illicit Discharge			
	Discharge Tracking Format (2 years)	0.03	\$4,663	
	Storm Drain Mapping (GIS)	0.01	\$2,070	
	Connection Tracking	0.00	\$533	
	SUBTOTAL	0.04	\$7,266	
	TOTAL	4.64	\$802,244	\$1,527,488
	General Contingencies			\$150,000
	GRAND TOTAL			\$2,479,732

EXHIBIT B

Co-Permittee Share of Principal Permittee (PP) Costs 2009-2010

Estimated '09/10 PP Costs	\$2,479,732
-WPD BAU Revenue Contribution	<u>\$712,463</u>
=	\$1,767,269
-WPD Shared Cost @ 15%	<u>\$265,090</u>
City/County Shared Costs	\$1,502,179

Co-permittees	Total BAUs	% of Total BAUs	% City/County Shared Costs
Camarillo	30205	8.798%	\$132,165
County	72982	21.258%	\$319,340
Fillmore	4300	1.253%	\$18,815
Moorpark	13332	3.883%	\$58,336
Ojai	4395	1.280%	\$19,231
Oxnard	55424	16.144%	\$242,513
Port Hueneme	4932	1.437%	\$21,580
San Buenaventura	42342	12.334%	\$185,272
Santa Paula	9107	2.653%	\$39,849
Simi Valley	47996	13.980%	\$210,011
Thousand Oaks	58293	16.980%	\$255,067
Total	343308	100.000%	\$1,502,179

Notes:

1. WPD BAU revenue contribution will be based on actual revenue
2. Shares will be based on actual costs
3. Share percentages from Benefit Assessment Report '08-'09
4. Cost rounded to nearest dollar - BAU rounded to nearest whole number

ATTACHMENT 1

A-4884

**SECOND AMENDMENT TO NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM IMPLEMENTATION AGREEMENT FOR
VENTURA COUNTYWIDE
STORMWATER QUALITY MANAGEMENT PROGRAM**

This Second Amendment to National Pollutant Discharge Elimination System Implementation Agreement (a copy of which is attached as Attachment 1) is entered into by and among the County of Ventura hereinafter referred to as COUNTY, the Ventura County Watershed Protection District hereinafter referred to as DISTRICT and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks, hereinafter collectively referred to as CITIES, with respect to the following matters:

RECITALS

Whereas, the CITIES, the COUNTY and the DISTRICT desire to continue funding and implementing an integrated Stormwater Discharge Management Program with the objective of protecting and improving water quality in Ventura County; and

Whereas, the DISTRICT has been named as the Principal Permittee in the PERMIT, and

Whereas, the CITIES, the COUNTY and the DISTRICT currently operate the Ventura Countywide Stormwater Quality Management Program pursuant to four separate 1992 Implementation Agreements divided by watershed zone and approved by the CITIES, the COUNTY and the DISTRICT; and

Whereas, the CITIES, the COUNTY and the DISTRICT desire to modify the 1992 Agreements as relates to cost sharing of Principal Permittee activities.

NOW, THEREFORE, the parties do mutually agree the Agreements be, and hereby are amended as follows:

1. TERM

This Second Amendment shall be in effect for fiscal year 2008/2009, commencing on July 1, 2008 and terminating on June 30, 2009.

2. PRINCIPAL PERMITTEE BUDGET

The principal permittee budget for FY 2008/2009 is attached as Exhibit A. The total principal permittee costs shall not exceed \$1,425,197 and is a not-to-exceed amount representing the maximum amount that will be used for determining distribution of costs in accordance with Section 3, Expenditures. The budget line items may be modified with approval of the Management Committee, as long as the overall total budget is not exceeded.

3. EXPENDITURES, SECTION IV, SUBSECTION C IS AMENDED AS FOLLOWS:

1) 50% of the DISTRICT's NPDES Benefit Assessment share is to be used for funding Principal Permittee costs.

2) Principal Permittee costs not funded through Section 3.1 shall be distributed among co-permittees as follows: 15% by DISTRICT and the balance by the CITIES and COUNTY based on current Benefit Assessment Unit (BAU) ratios.

3) Exhibit B attached shows an example distribution of costs based on BAUs, using the revenues for FY 2008/2009. Actual revenue amounts shall be used in computing the final cost distribution.

4) The Principal Permittee shall implement accounting tracking mechanisms in order to report and describe contributions and expenditures. Any unexpended funds not used for Principal Permittee activities shall be returned to the Co-permittees.

4. PAYMENT

The Co-permittees' share of the Principal Permittee budget can either be deducted from the proceeds of the Benefit Assessment Program levied on its behalf or by payment to the DISTRICT. Co-permittees shall notify DISTRICT by February 1, 2009 of their preferred method of payment.

5. FINANCIAL IMPLEMENTATION DATE

The financial aspects of this Amendment shall take effect on July 1, 2008.

6. AGREEMENT IN EFFECT

Except as otherwise specifically provided herein, all other provisions of the Agreements shall remain in full force and effect.

7. AUTHORITY TO EXECUTE AGREEMENT

Each party covenants that each individual executing this Amendment on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

8. EXECUTION IN COUNTERPARTS

This Amendment may be executed and delivered in any number of counterparts or copies by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AMENDMENT, which shall be binding and effective as to the parties hereto.

The parties to this Amendment are as follows:

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Phone: (805) 654-2040; Fax (805) 654-3350

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City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041
Attn: Director of Utility Services
Phone: (805) 986-5000; Fax (805) 986-6660

City San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Director of Public Works
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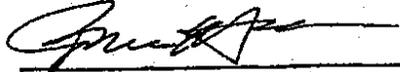
City of Santa Paula
P.O. Box 569
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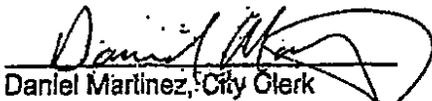
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
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City of Oxnard Signature Page



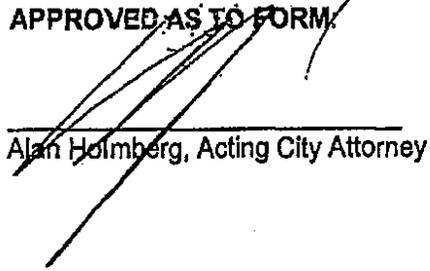
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, Acting City Attorney

Principal Copermittee Summary Sheet

Exhibit A - VCWPD PRINCIPAL PERMITTEE BUDGET & ACTIVITIES 2008-2009											
	Prog Man	Residents	Industrial	Planning	Const.	Public	Illicit/Illegal	Monitoring	Totals		
Hourly Costs	\$364,300	\$27,510	\$6,518	\$18,169	\$4,407	\$4,321	\$3,140	\$357,832	\$786,197		
Total Fixed	\$187,000	\$95,000	\$0	\$25,000	\$0	\$0	\$0	\$332,000	\$639,000		
Grand total	\$551,300	\$122,510	\$6,518	\$43,169	\$4,407	\$4,321	\$3,140	\$689,832	\$1,425,197		
Staff Hours											
Deputy Director	800	0	0	0	0	0	0	10	810		
Management Assistant II	320	0	0	16	0	0	0	10	346		
Eng. Manager I	1168	30	36	48	28	24	24	330	1,688		
W.C. Analyst II	140	0	20	80	8	0	0	1482	1,730		
W.C. Analyst II	160	100	0	40	0	0	0	1496	1,796		
W.C. Tech Specialist	584	15	0	0	0	20	0	970	1,589		
Staff Services Specialist I	0	120	0	0	0	0	0	0	120		
W.C. Analyst I (Vacant)	0	0	0	0	0	0	0	0	0		
Total Hours	3172	265	56	184	36	44	24	4298	8,079		

L:\NPDES\Principal Co-permittee\Budget\Exhibit A - 2008 IA

Exhibit B - Co-permittee Share of Principal Permittee (PP) Costs - 2008/2009

Estimated '08/09 PP Costs \$1,425,197

- WPD BAU Revenue Contribution (1) 731,500
 Co-Permittee Shared Cost 693,697

- WPD Shared Cost @ 15% 104,055
 City/County Shared Cost 589,642

Co-permittee	Total BAUs (Actuals for 08-09) (2)	% of Total BAUs (3)	% City/County Shared Cost (4)
Camarillo	30,205	8.80%	\$51,878
County	72,982	21.26%	\$125,349
Fillmore	4,300	1.25%	\$7,385
Moorepark	13,332	3.88%	\$22,898
Ojai	4,395	1.28%	\$7,549
Oxnard	55,424	16.14%	\$95,192
Port Huename	4,932	1.44%	\$8,471
Santa Paula	9,107	2.65%	\$15,642
Simi Valley	47,986	13.98%	\$82,435
Thousand Oaks	58,293	16.98%	\$100,120
Ventura	42,342	12.33%	\$72,724
Totals	343,308	100.00%	\$589,642

1. WPD BAU revenue contribution will be based on actual revenue
 2. and 3. Total BAUs and % calculated based upon BA Report 08/09
 4. Share costs are approximate depending upon final end of Program expenditures

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Section IV, Subsection C is amended as follows:

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Each party covenants that each individual executing this Amendment on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

8. EXECUTION IN COUNTERPARTS

This Amendment may be executed and delivered in any number of counterparts or copies by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Amendment, which shall be binding and effective as to the parties hereto.

The parties to this Amendment are as follows:

Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Watershed Protection District
Phone: (805) 654-2040; Fax (805) 654-3350

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Public Works
Phone: (805) 654-2073; Fax (805) 654-3952

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Attn: Director of Public Works
Phone: (805) 388-5307; Fax (805) 388-5318

City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: Director of Public Works
Phone: (805) 524-3701; Fax (805) 524-5707

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Director of Public Works
Phone: (805) 529-6864; Fax (805) 529-8270

City of Ojai
401 South Ventura Street
Ojai, CA 93023
Attn: Director of Public Works
Phone: (805) 646-5581; Fax (805) 646-1980

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Attn: Director of Public Works
Phone: (805) 385-8280; Fax (805) 385-7907

City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041
Attn: Director of Utility Services
Phone: (805) 986-5000; Fax (805) 986-6660

City San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Director of Public Works
Phone: (805) 654-7800; Fax: (805) 652-0865

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061-0569
Attn: Director of Public Works
Phone: (805) 933-4298; Fax (805) 525-3742

City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
Attn: Director of Public Works
Phone: (805) 583-6786; Fax (805) 583-6300

City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Attn: Public Works Director
Phone: (805) 449-2457; Fax (805) 449-2475

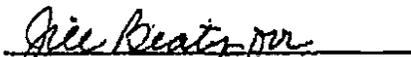
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
IMPLEMENTATION AGREEMENT
VENTURA COUNTYWIDE
STORMWATER QUALITY MANAGEMENT PROGRAM

City of Oxnard Signature Page



Dr. Thomas E. Holden, Mayor
City of Oxnard, California

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:

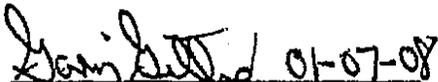

Gary L. Gillig, City Attorney

EXHIBIT A

VCWPD PRINCIPAL PERMITTEE BUDGET & ACTIVITIES

	Prog. Man	Residents	Industrial	Planning	Const.	Public	Illicit/Illegal	Monitoring	Totals
Hourly Costs	\$364,300	\$27,510	\$6,518	\$18,169	\$4,407	\$4,321	\$3,140	\$357,832	\$786,197
Total Fixed	\$187,000	\$95,000	\$0	\$25,000	\$0	\$0	\$0	\$332,000	\$639,000
Grand total	\$551,300	\$122,510	\$6,518	\$43,169	\$4,407	\$4,321	\$3,140	\$689,832	\$1,425,197
Staff Hours									
Deputy Director	800	0	0	0	0	0	0	10	810
Management Assistant II	320	0	0	16	0	0	0	10	346
Eng. Manager I	1168	30	36	48	28	24	24	330	1,688
W.Q. Analyst II	140	0	20	80	8	0	0	1482	1,730
W.Q. Analyst II	160	100	0	40	0	0	0	1496	1,796
W.Q. Tech Specialist	584	15	0	0	0	20	0	970	1,589
Staff Service Specialist I	0	120	0	0	0	0	0	0	120
W.Q. Analyst I (Vacant)	0	0	0	0	0	0	0	0	0
Total Hours	3172	265	56	184	36	44	24	4298	8,079

EXHIBIT B

Co-permittee Share of Principal Permittee (PP) Costs - 2007/2008 Interim Proposal (1-Year)

Estimated '07/08 PP Costs	\$1,425,197
- WPD BAU Revenue Contribution (1)	731,500
Co-Permittee Shared Cost	693,697
- WPD Shared Cost @ 15%	104,055
City/County Shared Cost	589,642

Co-permittee	Total BAUs (Actuals for 06-07) (2)	% of Total BAUs (3)	% City/County Shared Cost (4)
Camarillo	29,605	8.75%	\$51,619
County	72,999	21.59%	\$127,281
Fillmore	4,271	1.26%	\$7,447
Moorpark	12,408	3.67%	\$21,635
Ojai	4,296	1.27%	\$7,490
Oxnard	53,676	15.87%	\$93,589
Port Hueneme	4,942	1.46%	\$8,617
Santa Paula	8,963	2.65%	\$15,628
Sirri Valley	47,789	14.13%	\$83,325
Thousand Oaks	57,284	16.94%	\$99,880
Ventura	41,943	12.40%	\$73,132
Totals	338,176	100.00%	\$589,642

1. WPD BAU revenue contribution will be based on actual revenue
2. Shares will be based on actual costs
3. Share percentages from Table 10 - BA Report '06/'07
4. Costs rounded to nearest dollar - BAUs rounded to nearest whole number

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
IMPLEMENTATION AGREEMENT
STORMWATER REGULATION PROGRAM
SANTA CLARA RIVER AND COASTAL WATERSHEDS**

This AGREEMENT is entered into by and among the County of Ventura hereinafter referred to as COUNTY, the Ventura County Flood Control District hereinafter referred to as DISTRICT, and the Cities of Camarillo, Fillmore, Oxnard, Port Hueneme, San Buenaventura and Santa Paula hereinafter collectively referred to as CITIES, and establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) by the authority granted by the Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

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 applications for Permits for stormwater discharges; and

Whereas, these Permit regulations will require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit (PERMIT) for the discharge of stormwaters into waters of the United States; and

Whereas, these EPA regulations require PERMITS for discharges from municipal storm drains on a system-wide or jurisdiction-wide basis; and

Whereas, the CITIES and the COUNTY have land use regulation authority within their jurisdictional boundaries with associated powers to require management practices consistent with EPA regulations; and

Whereas, the DISTRICT has no land use regulation authority, but only owns, operates and has regulatory jurisdiction over improved and natural channels to which CITIES' and COUNTY's storm drains are tributary; and

Whereas, the Legislature, in enacting the Ventura County Flood Control Act, created the DISTRICT to provide for the control of flood and storm waters; and

Whereas, the Powers granted to the DISTRICT include carrying on technical and other investigations, examinations or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, prevention of contamination and pollution of surface waters within the DISTRICT; and

Whereas, the CITIES, the COUNTY and the DISTRICT desire to develop an integrated stormwater discharge management program with the objective of improving water quality in the Santa Clara River and Coastal Watersheds; and

Whereas, cooperation among the CITIES, the COUNTY and the DISTRICT to jointly file application for PERMIT is in the best interests of the CITIES, the COUNTY and the DISTRICT; and

Whereas, the DISTRICT, COUNTY and CITIES have been jointly designated as Permittees by LARWQCB; and

Whereas, the DISTRICT has been designated as the Principal Permittee in the PERMIT; and

Whereas, the COUNTY and the CITIES have been designated as the Co-Permittees in the PERMIT.

NOW, THEREFORE, the parties do mutually agree as follows:

- I. FILING STATUS. The DISTRICT (as Principal Permittee) and the COUNTY and CITIES (as Co-Permittees) will jointly file an application for a Permit. The COUNTY, DISTRICT and each individual City will each be Permittees under the PERMIT.
- II. FEDERAL AND STATE GUIDELINES. This AGREEMENT is meant to be consistent with the terms of all applicable Federal and State permit application guidelines as presently written and as may be amended during the term of this AGREEMENT. If any provision of this AGREEMENT conflicts with any Federal or State permit application guideline, the guideline shall take precedence. All provisions which remain consistent shall remain in force and effect.

III. STRUCTURE AND RESPONSIBILITIES

- A. All Permittees (Principal Permittee and Co-Permittees) are independently responsible for complying with the requirements of the PERMIT within their own jurisdictional boundaries. For storm drains owned and operated by the DISTRICT, including those located within the jurisdiction of the Co-Permittees, the Principal Permittee will be responsible for facility operation and maintenance.
- B. The Principal Permittee shall be responsible for the following:
- (a) Coordination of PERMIT activities, including establishing a uniform mapping and data presentation format, to be used by all Permittees.
 - (b) Serving as the liaison agency between the Co-Permittees and LARWQCB. The responsibility shall include:
 - (1) Establishing of time schedules for the performance of tasks and activities to fulfill the requirements of the PERMIT and providing the time schedules to Co-Permittees.
 - (2) Preparing the quarterly progress reports and annual reports on PERMIT activities for submittal to the LARWQCB. For the annual PERMIT report, a draft will be circulated to each Co-Permittee for their review and comment prior to forwarding to the the annual PERMIT report.
 - (3) Upon receipt of information and materials submitted by the Co-Permittees in compliance with PERMIT requirements, packaging and forwarding these submittals, on behalf of the Co-Permittees, to LARWQCB.
 - (4) Upon receipt of all proposed plans and their implementation schedules from Co-Permittees, arranging for public review of these documents. Communicating with Co-Permittees regarding public

comments. Packaging and forwarding of the revised final version of these documents for LARWQCB approval.

- (5) Keeping all Co-Permittees updated on LARWQCB and EPA regulations which may impact stormwater discharge activities and PERMIT compliance.
 - (6) Arranging for the collection and payment of annual PERMIT renewal fees required by LARWQCB.
- C. With concurrence of Co-Permittees, the Principal Permittee may secure the services of consultants to prepare manuals, develop programs or perform studies relevant to the Permitted area. The Principal Permittee shall administer contracts with the consultants. The cost of said consultant services will be shared in accordance with section IV.D. of this AGREEMENT.
- D. For PERMIT submittals which do not involve the public review process, each Co-Permittee shall be responsible to provide the submittals to the Principal Permittee 30 calendar days prior to the deadlines specified in the PERMIT. This 30-day period will enable the Principal Permittee to package and forward these documents, on behalf of all Permittees, to LARWQCB.
- E. For PERMIT submittals which involve the public review process, the Co-Permittee shall be responsible to provide the submittals to the Principal Permittee 90 calendar days prior to the deadlines specified in the PERMIT. The Principal Permittee shall schedule the submittals for public review, route public comment back to Co-Permittees for possible refinement of documents, arrange to receive final documents, and package and forward documents to LARWQCB for their review and approval.
- F. Each Co-Permittee shall prepare PERMIT-required submittals using the format specified by the Principal Permittee.
- G. Upon the execution of this AGREEMENT, each Permittee shall develop a program to address the following issues within its jurisdictional boundaries that occur during the term of this

AGREEMENT:

- (1) Implementation of controls to reduce pollution from commercial and residential areas.
- (2) Implementation of structural/nonstructural controls on land development and construction sites.
- (3) Implementation of controls to reduce pollution from maintenance activities.
- (4) Elimination of illegal connections, improper disposal, spill prevention, containment and response.
- (5) Inspection, monitoring and control programs for industrial facilities.
- (6) Implementation of public awareness and training programs.

IV. EXPENDITURES

- A. Each Co-Permittee shall be responsible for its costs of the implementation of the PERMIT requirements within its jurisdictional boundaries.
- B. The Principal Permittee shall be responsible for the cost of implementing PERMIT requirements dealing with storm drains and flood control facilities owned and operated by DISTRICT.
- C. The Principal Permittee shall be responsible for the cost of its activities specified in Section III-B.
- D. Each year the Board of Supervisors of the Ventura County Flood Control District determines Benefit Assessment Units (BAUs) for the VCFCD. The cost of all common or joint activities or responsibilities shall be borne by Co-Permittees on the basis of the ratio of the BAUs within the Co-Permittee's boundaries to the total BAUs in the watershed. Common or joint activities or responsibilities shall include, but not be limited to, the following:

- (1) Consultant fees for watershed wide Permit related work.
- (2) Legal fees for watershed wide Permit related work.
- (3) Watershed wide penalties.
- (4) Best Management Practices of watershed wide impact or benefit.

V. FUNDING

A. The Co-Permittees may fund requirements described in IV. A. through the DISTRICT's Benefit Assessment Program. A Co-Permittee wishing to do so shall:

- (1) Submit to DISTRICT a complete program description and activity budget along with the amount of assessment required to finance the program.
- (2) Prior to requesting levy of the assessment, hold a public hearing after giving the notice required by Section 6066 of the Government Code.
- (3) The hearing shall deal with the program description and activity budget, including the means of financing.
- (4) Upon adoption of a program and prior to the first day of May of each calendar year, submit a request to District for inclusion of the program in the assessment. The request shall be made by resolution of the governing body of the Co-Permittee.

Both the levy pursuant to the District's Benefit Assessment Program and the amount thereof are within the sole discretion of the District's Board of Supervisors.

B. All costs incurred by DISTRICT for processing an additional assessment (see Section V. A.) shall be borne by Co-Permittee either by direct payment to DISTRICT or by deduction from the proceeds of the Benefit Assessment levied on its behalf.

- C. Distribution of funds from the Flood Control Benefit Assessment collections to Co-Permittee will be made on a schedule established by the Ventura County Auditor-Controller for such disbursements.
- D. The Principal Permittee shall finance the activities specified in Section IV. B. and IV. C. through the use of its Benefit Assessment activity throughout the entire watershed.

VI. NON COMPLIANCE WITH AGREEMENT

- A. Any Permittee not in compliance with the PERMIT within its jurisdictional boundaries shall be solely liable for any lawfully assessed penalties.
- B. Common or joint penalties shall be calculated and allocated in accordance with Section IV. D.

VII. ADDITIONAL PARTIES.

- A. Any entity which officially becomes a Co-Permittee subsequent to the signing of this AGREEMENT, shall comply with all the requirements of the PERMIT, except that the time frame for completion of tasks shall be adjusted by mutual agreement between the new Co-Permittee, the Principal Permittee, and LARWQCB.

VIII. WITHDRAWAL FROM THE AGREEMENT.

- A. A Co-Permittee may withdraw from the AGREEMENT 60 days after giving written notice of withdrawal to the Principal Permittee and LARWQCB. The Principal Permittee will notify the remaining Co-Permittees within ten (10) business days of receipt of the notice.
- B. The withdrawing Co-Permittee shall file for a separate PERMIT prior to withdrawal and comply with all of the requirements established by LARWQCB. Withdrawal shall constitute forfeiture of the funds collected under the Benefit Assessment Program for the budget year of withdrawal which have not yet been distributed to the withdrawing Co-Permittee.
- C. The withdrawing Co-Permittee shall be responsible for all lawfully

assessed penalties as a consequence of withdrawal. The cost allocations to the remaining Co-Permittees will be recalculated in the following budget year.

IX. AMENDMENTS TO AGREEMENT

- A. This AGREEMENT may be amended by written consent of the parties, signed and approved by the governing bodies of the parties.
- B. Any amendment shall comply with the requirements and regulations set forth by LARWQCB.

X. APPENDAGE OF AGREEMENT

Any Permittee may negotiate a separate AGREEMENT with other Permittees or with all Permittees regarding stormwater/urban runoff discharge management issues. Such AGREEMENTs will not be appended to this AGREEMENT but will be regarded as a separate AGREEMENT. However, they may reference this AGREEMENT.

XI. TERM OF THE AGREEMENT

The term of this AGREEMENT commences on its execution by each of the governing bodies of the Permittees. The AGREEMENT shall terminate when a PERMIT regulating stormwater/urban runoff discharges encompassing the Santa Clara River and Coastal Watersheds is no longer required. The Principal Permittee and a two-thirds majority of the Co-Permittees can terminate this AGREEMENT by mutual written consent of the governing bodies.

XII. NOTICES

All notices and correspondences shall 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 addressee of such mailing by phone immediately after deposit in the U.S. Mail, or (d) faxed to the Principal Permittee and confirmation by phone immediately after sending the fax. All notices and correspondence shall be sent or delivered to the following respective addresses or phone numbers of the parties:

Ventura County Flood Control District
800 South Victoria Avenue
Ventura, CA 93009
Attn: Deputy Director of Public Works, Flood Control Dept.
Phone: (805) 654-2040; Fax: 654-2424

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Public Works
Phone: (805) 654-2073; Fax: 654-3952

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Attn: Director of Public Works
Phone: (805) 388-5307; Fax: 388-5318

City of Fillmore
524 Sespe Street
Fillmore, CA 93015
Attn: City Engineer
Phone: (805) 524-3701; Fax: 524-4276

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Attn: Director of Public Works
Phone: (805) 984-4606; Fax: 486-9462

City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93051
Attn: Director of Public Works
Phone: (805) 488-3625; Fax: 488-2633

City of San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Director of Public Works
Phone: (805) 652-4518; Fax: 653-6655

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
Attn: Director of Public Works
Phone: (805) 933-4212; Fax: 525-6278

XIII. GOVERNING LAW

This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision(s) of this AGREEMENT shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

XIV. AUTHORIZED SIGNATORIES

The Engineer-Manager of DISTRICT, the Public Works Director of COUNTY and the City Managers of CITIES (or their designees) shall be authorized to execute all documents and take all other procedural steps necessary to file for and obtain a PERMIT(s) or amendments thereto.

XV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless the waiver or consent shall be in writing and signed by the party waiving or consenting. Any consent by any party to, or waiver of, a breach by any other party, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XVI. APPLICABILITY OF PRIOR AGREEMENTS

This document constitutes the entire AGREEMENT between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded.

XVII. EXECUTION IN COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: JUN 30 1992

By: John K. Flynn
Chair, Board of Supervisors



VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: JUN 30 1992

By: John K. Flynn
Chair, Board of Supervisors



ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the County of Ventura and of the Ventura County Flood Control DISTRICT

By: Roberta Rodriguez
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____ By: _____

ATTEST: _____

CITY OF FILLMORE

Dated: _____ By: _____

ATTEST: _____

CITY OF OXNARD

Dated: _____ By: _____

ATTEST: _____

CITY OF PORT HUENEME

Dated: _____ By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____

By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the
County of Ventura and ex officio
Clerk of the Board of Supervisors
of the County of Ventura and of the
Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: June 12, 1992

By: [Signature]
J. William Little, City Manager

ATTEST: [Signature]
City Clerk

CITY OF FILLMORE

Dated: _____

By: _____

ATTEST: _____

CITY OF OXNARD

Dated: _____

By: _____

ATTEST: _____

CITY OF PORT HUENEME

Dated: _____

By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____

By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the
County of Ventura and ex officio
Clerk of the Board of Supervisors
of the County of Ventura and of the
Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____

By: _____

ATTEST: _____

CITY OF FILLMORE

Dated: 6-17-92

By: [Signature]
City Manager

ATTEST: [Signature]

CITY OF OXNARD

Dated: _____

By: _____

ATTEST: _____

CITY OF PORT HUENEME

Dated: _____

By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____

By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the
County of Ventura and ex officio
Clerk of the Board of Supervisors
of the County of Ventura and of the
Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____

By: _____

ATTEST: _____

CITY OF FILLMORE

Dated: _____

By: _____

ATTEST: _____

CITY OF OXNARD

Dated: June 23, 1992

By: *Deraldine W. Furr*

ATTEST: *Mable Arambulas Ruskay*

CITY OF PORT HUENEME

Dated: _____

By: _____

ATTEST: _____

CITY OF SAN BUENAVENTURA

Dated: _____ By: _____

ATTEST: _____

CITY OF SANTA PAULA

Dated: _____ By: _____

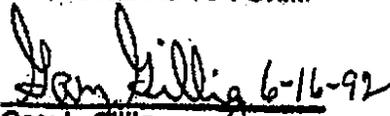
ATTEST: _____

APPROVED AS TO CONTENTS:



James E. Frandsen
Public Works Director

APPROVED AS TO FORM:


6-16-92

Gary L. Gillig
City Attorney (Oxford)

RESOLUTION NO. 10,406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DETERMINING AN ASSESSMENT FOR THE CITY NPDES STORM WATER MANAGEMENT PROGRAM TO BE AUTHORIZED FOR INCLUSION INTO THE BENEFIT ASSESSMENT PROGRAM OF THE VENTURA COUNTY FLOOD CONTROL DISTRICT

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

WHEREAS, these EPA permit regulations will require the control of pollutants from storm water discharges by requiring a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm waters into waters of the United States from municipal storm sewer systems; and

WHEREAS, the City of Oxnard has been identified as having a population over 100,000 and is mandated to file a NPDES permit; and

WHEREAS, on June 23, 1992, the City Council approved an Implementation Agreement with nine other cities, Ventura County and the Ventura County Flood Control District (VCFCB), to develop a County-wide Storm Water Discharge Management Program with the objective of improving water quality in the Santa Clara River and Coastal Watersheds; and

WHEREAS, the VCFCB's Benefit Assessment Program was identified as a funding source for the City's NPDES permit process; and

WHEREAS, a Basic Assessment Unit (BAU) is equivalent to a standard tract home; and

WHEREAS, the estimated cost for the 40,893 BAU's in the City result in a unit cost of \$8.43/BAU.

NOW, THEREFORE, the City Council of the City of Oxnard authorizes the Ventura County Flood Control District to include the following amount in the VCFCB's Benefit Assessment Program for the City of Oxnard:

A unit cost of \$8.43 per Basic Assessment Unit.

PASSED AND ADOPTED THIS 23RD DAY OF JUNE, 1992, with the
following vote:

AYES: Councilmembers Furr, Lopez, Maron & Plisky
NOES: None
ABSENT: Mayor Takasugi

Geraldine W. Furr
Geraldine W. Furr
Mayor Pro Tem

ATTEST:

Mabi Covarrubias Plisky
MABI COVARRUBIAS PLISKY
CITY CLERK

APPROVED AS TO FORM:

Gary Gielig 6-16-92
GARY GIELIG
CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____

By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the
County of Ventura and ex officio
Clerk of the Board of Supervisors
of the County of Ventura and of the
Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____

By: _____

ATTEST: _____

CITY OF FILLMORE

Dated: _____

By: _____

ATTEST: _____

CITY OF OXNARD

Dated: _____

By: _____

ATTEST: _____

CITY OF PORT HUENEME

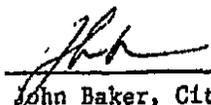
Dated: 7/17/92

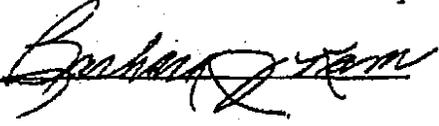
By: *Armed S. Carpenter*

ATTEST: *Karen B. Jackson*

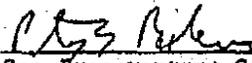
CITY OF SAN BUENAVENTURA

Dated: October 6, 1992

By: 
John Baker, City Manager

ATTEST: 

Approved As To Form:


San Buenaventura City Attorney

CITY OF SANTA PAULA

Dated: _____ By: _____

ATTEST: _____

CITY OF SAN BUENAVENTURA

Dated: _____ By: _____

ATTEST: _____

CITY OF SANTA PAULA

Dated: 6/16/92 By: Alonso Olvera

ATTEST: [Signature]



c-1599

RESOLUTION NO. 3939

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA PAULA AUTHORIZING THE MAYOR
TO SIGN AN IMPLEMENTATION AGREEMENT FOR
A STORMWATER REGULATION PROGRAM

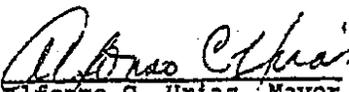
WHEREAS, Resolution No. 3912 approved a cooperative agreement for the purpose of obtaining a cooperative municipal stormwater discharge permit; and,

WHEREAS, the cooperative agreement calls for the participating agencies to enter into an Implementation Agreement to specify the responsibilities of the parties and to provide for criteria for management and cost sharing in the administration of the permit; and,

WHEREAS, the Implementation Agreement has been prepared for the Santa Clara River and Coastal Watersheds.

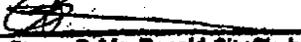
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Paula hereby authorizes the Mayor to sign the agreement titled "National Pollutant Discharge Elimination System Implementation Agreement, Stormwater Regulation Program, Santa Clara River and Coastal Watersheds.

PASSED AND ADOPTED this 15th day of June, 1992.


Alfonso C. Urias, Mayor

ATTEST:


Stacey B. MacDonald, Clerk

Certified Copy
Record as Filed
City of Santa Paula

Stacey B. MacDonald, City Clerk

R-3939

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss
CITY OF SANTA PAULA)

I, Stacey B. MacDonald, City Clerk of the City of Santa Paula, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of Santa Paula at a Regular meeting thereof held on June 15, 1992, by the following vote:

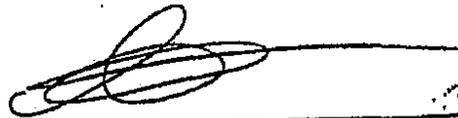
AYES: Councilmembers Maland, Ely, Johnson, and Mayor Urias

NOES: None

ABSENT: Councilmember Melton

NOTICE is hereby given that the provisions of Section 1094.6 of the Code of Civil Procedure establishing a 90-day period for initiating judicial review applies to this decision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 16th day of June, 1992.



Stacey B. MacDonald
City Clerk



R-3939