

REQUEST FOR QUALIFICATIONS (RFQ)

**PROFESSIONAL CONSULTANT SERVICES FOR THE DEVELOPMENT
OF A WATERSHED MANAGEMENT PROGRAM (WMP) FOR
CALLEGUAS CREEK, SANTA CLARA RIVER, VENTURA RIVER,
VENTURA COASTAL WATERSHED, AND UPPER MALIBU CREEK
WATERSHED MANAGEMENT AREAS (WMAS)**

ISSUED ON:

DECEMBER 22, 2021

SUBMITTAL DEADLINE:

JANUARY 19, 2022

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Development of a Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek Watershed Management Areas (WMAs)

The Ventura Countywide Stormwater Quality Management Program (Program) which includes the Ventura County Watershed Protection District, the County of Ventura, and the incorporated cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and Ventura is seeking a Request for Qualifications (RFQ) from qualified professional consultants for the development of a Watershed Management Program (WMP) for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek Watershed Management Areas (“Project”).

NOTE: The Permittees in the Ventura County portion of the Malibu Creek Watershed have submitted a separate NOI to join the Lower Malibu Creek Enhanced Watershed Management Program (EWMP). In the event that the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, this WMP will include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

1.0 BACKGROUND AND PROJECT DESCRIPTION

Ventura County Public Works Agency – Watershed Protection (VCPWA-WP) is the lead contracting agency for the Project. The consultant or team of consultants selected will be expected to cooperate with representatives from the participating agencies in the Ventura River, Santa Clara River, Calleguas Creek, Ventura Coastal, and Upper Malibu Creek Watersheds. These agencies have prepared a number of studies, reports and plans that are referenced in **Exhibit 1**. The consultant will be expected to utilize information from prior efforts as much as possible in achieving the objectives of this Project. Proposers are encouraged to partner and team up with other firms to ensure subject matter expertise for the tasks described in the Appendix A – Scope of Work.

It is the intention to develop a single WMP with a Countywide overview applicable to all watersheds followed by watershed specific chapters for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek. Although contained within a single inclusive WMP, each watershed specific chapter should be able to stand alone and should contain all information that is required by the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) Order No. R4-2021-0105.

The MS4 Permit establishes the waste discharge requirements for stormwater and non-stormwater discharges within the coastal watersheds of Los Angeles and Ventura Counties. This MS4 Permit was adopted by the Regional Water Quality

Control Board, Los Angeles Region (Regional Board) on July 23, 2021, and became effective on September 11, 2021.

The MS4 Permit and all attachments are posted on the Program's Website at the following address:

<https://www.vcstormwater.org/index.php/regulations/our-ms4-permit>

The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance with certain receiving water limitations and water quality-based effluent limits over time. The Permittees intend to develop one WMP with specific sub parts or chapters for the five WMAs identified in this RFQ. The WMP will include the components outlined in Section IX of the MS4 Permit for each WMA and outline the proposed watershed control measures that will be implemented by each Permittee across the watersheds in which they are located.

The WMP may consider utilizing and building upon existing TMDL implementation plans, the Ventura Countywide Municipal Stormwater Resource Plan, and other existing planning efforts. Consultant will be asked to evaluate if the use of models utilized for existing plans are feasible and appropriate for conducting and meeting the reasonable assurance analysis (RAA) requirements.

Given the generally good receiving water and stormwater quality in the County (with the exception of bacteria), it is anticipated that the WMP will include enhanced source control activities to address high risk sources of bacteria and identification of multi-benefit projects that will not only improve stormwater quality, but also enhance water supply and recreational opportunities in WMAs. The WMP should also evaluate opportunities to coordinate with other watershed stakeholders, such as agriculture, open space managers, and wastewater treatment plants, that discharge to Permittee owned and maintained MS4s as well as directly to receiving waters. Consequently, the WMP may include control measures that will achieve the goal of improving receiving water quality but are not solely treating urban runoff.

The WMP includes prioritization of water-quality issues, identification of implementation strategies, control measures, and Best Management Practices (BMPs) sufficient to meet pertinent standards, integrated water-quality monitoring, and opportunity for stakeholder input.

The WMP uses integrated planning to comprehensively evaluate all opportunities to improve surface water quality within the County including but not limited to enhanced source control measures and minimum control measures (MCMs) and implementation of structural BMPs and multi-benefit regional projects. Through the WMP, permittees will not only implement projects to improve water quality, but also have incentives to evaluate and, where feasible, implement regional projects that retain all non-stormwater runoff and all stormwater runoff from the 85th

percentile, 24-hour storm event for the drainage area tributary to those projects. These projects may also achieve other benefits such as flood protection, water supply enhancement, recreational opportunities, and wildlife habitat enhancement.

The participating Program permittees include:

1. City of Camarillo
2. City of Fillmore
3. City of Moorpark
4. City of Ojai
5. City of Oxnard
6. City of Port Hueneme
7. City of Santa Paula
8. City of Simi Valley
9. City of Thousand Oaks
10. City of Ventura
11. County of Ventura
12. Ventura County Watershed Protection District

Additionally, the following permittees have submitted notices of intent to join the Malibu Creek Watershed EWMP and CIMP:

1. City of Thousand Oaks
2. County of Ventura
3. Ventura County Watershed Protection District

If the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, this Project will be expanded to include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

Permittees by Watershed Management Area:

WMA	Permittees
Calleguas Creek	City of Camarillo
	City of Moorpark
	City of Oxnard
	City of Simi Valley
	City of Thousand Oaks
	County of Ventura
	Ventura County Watershed Protection District
Coastal Watershed	City of Oxnard
	City of Port Hueneme
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District

Santa Clara River	City of Fillmore
	City of Oxnard
	City of Santa Paula
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Ventura River	City of Ojai
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Malibu Creek	City of Thousand Oaks
	County of Ventura
	Ventura County Watershed Protection District

Exhibit 2 contains the Notice of Intent to Develop Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas. The Notice of Intent includes those water body-pollutant combinations (WBPCs) that the Permittees intend at this time to be evaluated in the WMP (NOI Tables 4, 6, 8, and 10). Given the short period of the time to develop the NOI, the Permittees developed the list of WBPCs based on readily available MS4 and TMDL monitoring data and were not able to complete a full WBPC analysis as described in Section IX.B.1 of the MS4 Permit. As a result, it is possible that the Permittees may include an adjusted list of WBPCs in the WMP. Tables 5, 7, 9, and 11 contain WBPCs to be further evaluated by consultant and potentially addressed in the WMP.

Exhibit 3 contains the Notice of Intent to Join Malibu Creek Watershed Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). The Notice of Intent includes those WBPCs that the Permittees intend at this time to be evaluated in the WMP (NOI Table 3). Given the short period of the time to develop the NOI, the Permittees developed the list of WBPCs based on readily available MS4 and TMDL monitoring data and were not able to complete a full WBPC analysis as described in Section IX.B.1 of the MS4 Permit. As a result, it is possible that the Permittees may include an adjusted list of WBPCs in the WMP. Table 4 contains WBPCs to be further evaluated by consultant and potentially addressed in the WMP.

2.0 **TIMELINE TO SOLICIT REQUEST FOR QUALIFICATIONS**

In support of the selection process, the following estimated timeline has been established:

QUALIFICATIONS EVENT	DATE/TIME
Request for Qualifications Released	Wednesday, December 22, 2021
Deadline to Submit Questions	Wednesday, January 12, 2022 at 2:00 p.m.

Deadline to Receive RFQ	Wednesday, January 19, 2022 at 2:00 p.m.
Notification of Top Ranked Consultants for Oral Interview	Wednesday, February 2, 2022
Committee Interviews Top Ranked Consultants	Wednesday, February 9, 2022
Notification to Preferred Consultant	Thursday, February 10, 2022
Contract Negotiation	February 10, 2022 – February 17, 2022
Approval of Contract by County Board of Supervisors	Tuesday, April 5, 2022 at 8:30am

All dates are tentative and subject to change. The Program reserves the right to modify any elements of the timeline should that become necessary.

3.0 SUBMISSION OF PROPOSALS

To be considered, the Proposal must be received by Arne Anselm, Ventura County Watershed Protection District, by 2:00 p.m. on January 19, 2022. Proposers must submit a digital copy of their RFQ labeled “REQUEST FOR QUALIFICATIONS FOR PREPARATION OF THE CALLEGUAS CREEK, SANTA CLARA RIVER, VENTURA RIVER, AND VENTURA COUNTY COASTAL WATERSHED MANAGEMENT PROGRAM” via email to:

Arne Anselm
Ventura County Watershed Protection District
Arne.Anselm@Ventura.org

Proposal and amendments to proposals, received after the date and time specified above will not be accepted and will be returned to the Proposer unopened.

4.0 SCOPE OF WORK AND RESPONSIBILITIES

A detailed “Scope of Work” is described in Appendix A of the RFQ. For the purposes of the RFQ, the term “Consultant” shall mean the firm selected to provide professional services for the development of the WMP.

In general, the consultant will be responsible for performing or overseeing all activities needed to ensure the successful development of the WMP. More specifically, the consultant will be expected to include individuals and subconsultants that possess the knowledge and expertise needed to complete all task and deliverables in Appendix A.

For the purposes of the RFQ, the term “Consultant” shall also mean the individual designated to oversee the development of the WMP, but where applicable, may also relate to the Principal or other members of the consultant team.

5.0 ADDENDA TO THE RFQ

Any change(s) to the requirements of this RFQ initiated by the District will be made by written addenda to this RFQ and posted on the Program's website. Any written addenda issued pertaining to this RFQ shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The Program will not be bound to any modifications to or deviations from the requirements set forth in this RFQ unless they have been documented by addenda to this RFQ. Proposers are responsible to check the Program's website (<https://www.vcstormwater.org/programs/watershed-management-program/wmp-rfq>) for all addenda issued and will be required to document that they are aware of all addenda issued by the Program in their proposal.

6.0 QUESTIONS AND REQUESTS FOR CLARIFICATIONS

6.1 Contact Person for the Project

All questions or contacts regarding this RFQ must be directed to the Project Manager, Arne Anselm, who can be reached at: arne.anselm@ventura.org or by phone at (805) 654-3942.

6.2 Clarifications of the RFQ

Proposers are encouraged to promptly notify the Program of any apparent errors or inconsistencies in the RFQ, inclusive of all attachments, exhibits and appendices. Should a proposer require clarification to this RFQ, the Proposer shall notify the Program in writing (via email). Should it be found that the point in question is not clearly and fully set for in the RFQ; a written addendum clarifying the matter will be issued.

6.3 Submitting Requests

All questions should be submitted to the Program by 2:00 p.m. on Wednesday, January 12, 2022. The Program is not responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via E-mail ONLY as long as they are received no later than the date and time specified above. The Program will not be liable for any late arrivals due to electronic delivery. Requests for clarifications, questions and comments received after 2:00 p.m. on Wednesday, January 12, 2022 will not receive a response.

6.3 The Program's Responses

The Program, in its sole discretion, will respond to requests for clarifications, questions and comments by issuing an addendum. All addendums shall be

posted on the Program's website. It's the responsibility of proposers to check the Program's website (<https://www.vcstormwater.org/programs/watershed-management-program/wmp-rfq>) prior to submitting proposals for the latest addendum.

7.0 COST OF PROPOSAL PREPARATION

Any party responding to this RFQ shall do so at their own risk and cost. The Program shall not, under any circumstances, be liable for any expenses incurred by any Proposer who elects to submit a proposal in response to this RFQ or by any Proposer that is selected. Expenses are defined as costs incurred by Proposers and the selected Proposer, if any, in:

- Preparing a Proposal and related information in response to this RFQ;
- Submitting a Proposal to the Program;
- Negotiations with the Program on any matter related to this RFQ;
- Costs associated with interviews, meetings, travel, or presentations; or
- Any and all other expenses incurred by a Proposer prior to the date of award, if any, of an agreement, and formal notice to proceed.

The Program will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Proposer.

8.0 REQUIRED FORMAT FOR PROPOSALS

The Program is requiring all proposals submitted in response to this RFQ to follow a specific format. Interested consultants shall submit an electronic copy to the Project Manager which shall include the information outlined below:

- a. Font size shall be twelve (12) point for text or eight (8) point for graphics.
- b. The Proposal, including cover letter, attachments, and appendices (NOT including the hours estimate and timeline) shall not exceed twenty (20) pages in length, utilizing 8.5" x 11" pages with one-inch margins.
- c. As an exception, 11" x 17" pages may be used to display organizational charts.
- d. Dividers used to separate sections will not be counted.

The proposal format shall be as follows:

8.1 Cover Letter/Executive Summary

Provide a cover letter/an executive summary emphasizing the strong points of the project team, qualifications, and experience. The cover letter/executive summary shall be signed by a person with the official authority to bind the company. The cover letter/executive summary shall include the name, address, telephone

number, title, and signature of the firm's contact person for this proposal, and state that the submittal is valid for 90 days.

8.2 Approach

Provide a narrative in which the firm delineates their understanding of what is being requested in this proposal including the work they will accomplish for the Program, noting any work items they believe should normally be accomplished under this request but not a part of this proposal. In addition, include the methodology, approach, or work plan, including timelines, which would be used to complete the Project. Project approach recommendations are encouraged, and the Program retains the right to use such recommendations if Proposer is not selected.

8.3 Qualifications of the Firm

This section of the Proposal shall explain the ability of the Proposer to satisfactorily perform the required work. Provide your firm's service capabilities, qualifications and experience related to this project. More specifically, in this section, the Proposer shall:

- Provide a list of previous projects in which the Proposer and subconsultants have worked either together, or independently, that are relative to the Project. The list should clearly identify the previous projects and include a summary of the roles and responsibilities of each party.
- Provide information on the strength and stability of the Proposer; current staffing capability and availability; current workload; and proven record of meeting schedules on similar types of projects.

8.4 Proposed Staffing and Project Team

This section of the Proposal should establish the qualifications and experience of staff assigned to the project. In addition, this section should also identify key personnel to be assigned and their qualifications and experience.

The Proposal should include the following information:

- The education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of "key" staff.
- The identity of key personnel proposed to perform the work in the specified tasks, including major areas of subconsultant's work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

- A statement that key personnel will be available to the extent proposed for the duration of the Scope of Work and an acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the Program.
- It is imperative that key personnel proposed to provide Project Management Services have the background, experience, and qualifications to properly manage the Project and to undertake all work necessary for the successful management development of the WMP. The ability to make technical presentations to policy makers, to coordinate with groups representing multiple agencies, and the ability to provide meaningful information for decision making.

8.5 References

Provide three (3) public agency references for similar assignments.

8.6 Hours Estimate

Estimate of hours and timeline for each task included in the Scope of Work (not counted in the page count). For each task, where applicable, the hours estimate should be broken down per each watershed (Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Malibu Creek watersheds).

9.0 SELECTION METHODOLOGY

The submittals will be evaluated based upon several factors. These factors include the format, organization, and presentation, the qualification and experience of the project staff, creativity in the approach, and the experience in the processes and procedures of the involved regulations.

A Selection Committee comprised of representatives from several participating agencies within the Program will select a shortlist of qualified proposers to interview, if deemed appropriate. The Selection Committee will enter into negotiations with the proposer selected by the committee. Should the Selection Committee be unable to obtain a fair and reasonable price through negotiations with the selected consultant, the Selection Committee will enter into negotiations with the next highest qualified bidder and may award that agreement if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the Selection Committee shall enter into negotiations with the next best qualified bidder in sequence until an agreement is reached.

10.0 EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFQ upon which the Proposer's submittal is contingent and which shall take precedence over this RFQ.

11.0 GENERAL TERMS AND CONDITIONS

Accompanying this RFQ is **Exhibit 4**, which contains a copy of the VCPWA-WP's standard Professional Services Contract (PSC). The selected consultant will be required to sign the PSC upon selection. Each prospective consultant is expected to review the general terms and conditions and is required to acknowledge their acceptance of the PSC in the Cover Letter or list their objections and requested revisions in the agreement requirements for Program's consideration.

12.0 MINIMUM INSURANCE REQUIREMENTS

Consultant shall not commence Work under this PSC until it has provided evidence satisfactory to the Program that it has secured all insurance required under Section 13 of the PSC. In addition, consultant shall not allow any sub-consultant to commence work on any sub-agreement until it has provided evidence satisfactory to VCPWA-WP that the sub-consultant has secured all insurances required under this Section; provided, however, that in lieu thereof, the consultant may provide evidence to VCPWA-WP that all sub-consultants are additionally insured under the consultant's policies of insurance.

13.0 RIGHTS OF THE VCPWA-WP

VCPWA-WP reserves the right, in its sole discretion and without prior notice, to terminate this RFQ; to issue subsequent RFQs; to procure any project-related service by other means; to modify the scope of the Project; to modify the VCPWA-WP obligations or selection criteria; or take other actions needed to meet VCPWA-WP goals. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written agreement will be borne by the respondent/proposer. In addition, the Program reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFQ at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to omit or add to the pre-defined Project Task.

- The right to request or obtain additional information about any and all proposals.
- The right to conduct a background check of any Proposer or proposer's team. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate and team members.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFQ or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFQ. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFQ, including timing of the Program decisions and the schedule for presentations.
- The right at any time, subject only to restrictions imposed by a written agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified

14.0 WAIVER OF PROPOSALS

Proposals may be withdrawn by submitting written notice to the Project Manager at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the Program.

15.0 CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Proposer acknowledges that all information submitted in response to this RFQ is subject to public inspection under the California Public Records Act unless exempted by law. If the Proposer believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of VCPWA-WP to keep all submittals confidential until such time as negotiations are successfully concluded and the PSA is awarded by the County Board of Supervisors.

16.0 DISCLAIMERS

This RFQ is not an agreement or commitment of any kind by VCPWA-WP, it does not commit VCPWA-WP to enter into negotiations with any firm and VCPWA-WP makes no representations that any agreement will be awarded to any firm that responds to this RFQ.

The contents of this RFQ and any and all attachments are not warranted or guaranteed by the Program, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFQ.

Proposals received by the Program are public information and will be made available to any person upon request after the Program has completed the proposal evaluation and awarded the PSA to the selected consultant. Submitted proposals are not to be copyrighted.

The Ventura Countywide Stormwater Quality Management Program looks forward to receiving your Proposal and in working with you. For any questions related to this RFQ, please contact the Project Manager, Arne Anselm, at (805) 654-3942, or by email at arne.anselm@ventura.org.

Sincerely,



Arne Anselm.
Chair, Ventura Countywide Stormwater Quality Management Program

APPENDIX A – SCOPE OF WORK

SCOPE OF WORK

1.0 BACKGROUND

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) Order No. R4-2021-0105 establishes the waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles and Ventura Counties. This MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), on July 23, 2021, and became effective on September 11, 2021.

The MS4 Permit and all attachments are posted on the Regional Board's website at the following address:

<https://www.vcstormwater.org/index.php/regulations/our-ms4-permit>

The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance with certain receiving water limitations (RWL) and water quality-based effluent limits over time by choosing to participate in an optional Watershed Management Program (WMP).

The WMP includes prioritization of water-quality issues, identification of implementation strategies, control measures, and Best Management Practices (BMPs) sufficient to meet pertinent standards, integrated water-quality monitoring, and opportunity for stakeholder input.

Given the generally good receiving water and stormwater quality in Ventura County (with the exception of bacteria), the WMP should include enhanced source control activities to address high risk sources of bacteria and identification of multi-benefit projects that will not only improve stormwater quality, but also enhance water supply and recreational opportunities in WMAs. The WMP should also evaluate opportunities to coordinate with other watershed stakeholders, such as agriculture, open space managers, and wastewater treatment plants, that discharge to Permittee owned and maintained MS4s as well as directly to receiving waters. Consequently, the WMP may include control measures that will achieve the goal of improving receiving water quality but are not solely treating urban runoff.

The WMP also uses integrated planning to comprehensively evaluate opportunities to implement multi-benefit regional projects. Through the WMP, permittees will not only implement projects to improve water quality, but also have incentives to evaluate and, where feasible, implement regional projects that retain all non-stormwater runoff and all stormwater runoff from the 85th percentile, 24-hour storm event for the drainage area

tributary to those projects. These projects may also achieve other benefits such as flood protection, water supply enhancement, recreational opportunities, and wildlife habitat enhancement.

Proposers are encouraged to provide creative solutions and ideas for their Project approach.

Section IX.A.4.a-l of the MS4 Permit contains the requirements included in the WMP.

The following permittees have submitted notices of intent to jointly develop a Countywide WMP:

1. City of Camarillo
2. City of Fillmore
3. City of Moorpark
4. City of Ojai
5. City of Oxnard
6. City of Port Hueneme
7. City of Santa Paula
8. City of Simi Valley
9. City of Thousand Oaks
10. City of Ventura
11. County of Ventura
12. Ventura County Watershed Protection District

Additionally, the following permittees have submitted notices of intent to join the Malibu Creek Watershed EWMP and CIMP:

1. City of Thousand Oaks
2. County of Ventura
3. Ventura County Watershed Protection District

If the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, this Project will be expanded to include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

Permittees by Watershed Management Area:

WMA	Permittees
Calleguas Creek	City of Camarillo
	City of Moorpark
	City of Oxnard
	City of Simi Valley
	City of Thousand Oaks
	County of Ventura
	Ventura County Watershed Protection District

Coastal Watershed	City of Oxnard
	City of Port Hueneme
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Santa Clara River	City of Fillmore
	City of Oxnard
	City of Santa Paula
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Ventura River	City of Ojai
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Malibu Creek	City of Thousand Oaks
	County of Ventura
	Ventura County Watershed Protection District

2.0 PROJECT AREA

Calleguas Creek Watershed

The Calleguas Creek Watershed encompasses an area of approximately 343 square miles, predominantly in southeastern Ventura County. The major hydrologic features of the watershed include Conejo Creek, Arroyo Santa Rosa, Arroyo Simi, Arroyo Las Posas, and Calleguas Creek, as well as Revolon Slough and Mugu Lagoon. The northern boundary of the watershed is formed by the Santa Susana Mountains, South Mountain, and Oak Ridge Mountains. The southern boundary is formed by the Simi Hills and Santa Monica Mountains. Presently 50 percent of the watershed is undeveloped open space, 25 percent is agricultural, and the remaining 25 percent is in urban land use. The watershed ultimately drains to the Pacific Ocean through Mugu Lagoon.

Prior to the 1940s, Calleguas Creek and its main tributaries provided drainage for stormwater and irrigation discharge with rare occurrences of year-round flow. However, over the past 50 years, steadily increasing wastewater discharges and urban runoff now provide portions of Calleguas Creek and its tributaries with perennial flow.

The Permittees with MS4s that drain to the Calleguas Creek Watershed are the Ventura County Watershed Protection District, the County of Ventura, and the cities of Camarillo, Moorpark, Simi Valley, Thousand Oaks, and Oxnard.

Calleguas Creek Watershed TMDLs:

- OC Pesticides TMDL
- Toxicity TMDL
- Metals TMDL

- Salts TMDL
- Nitrogen TMDL
- RSBW Trash TMDL

Exhibit 2 - NOI to Develop Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas contains both the identified (Table 4) and potential (Table 5) WBPCs to be addressed within the WMP for Calleguas Creek watershed.

Additional watershed characteristics and water quality impairment information for this watershed can be found here:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/regional_program/Water_Quality_and_Watersheds/calleguas_creek_watershed/summary.shtml

Santa Clara River Watershed

The Santa Clara River is the largest river system in Southern California remaining in a relatively natural state. The Santa Clara River headwater is at Pacifico Mountain in the San Gabriel Mountains and it flows in a generally western direction for approximately 84 miles through Tie Canyon, Aliso Canyon, Soledad Canyon, the Santa Clarita Valley, the Santa Clara River Valley, and the Oxnard Plain before discharging to the Pacific Ocean near the Ventura Harbor. The Santa Clara River and tributary system has a watershed area of about 1,634 square miles. Major tributaries include Castaic Creek and San Francisquito Creek in Los Angeles County, and the Sespe, Piru, and Santa Paula Creeks in Ventura County. Approximately 40 percent of the watershed is located in Los Angeles County and 60 percent is in Ventura County.

The Santa Clara River Watershed is the largest Watershed in the County and also has the lowest percentage of development. About 90 percent of the Watershed is to the east and north of the floodplain in the mountainous terrain of the San Gabriel Mountains, the Sierra Pelona, and the Topatopa Mountains of the Sespe back-country to headwaters near Pine Mountain and Mt. Piños, and to the south of the river including the Santa Susana Mountains, Oak Ridge, and South Mountain. Much of this area is in the Angeles National Forest and Los Padres National Forest. The remaining 10 percent of the watershed is mostly located in the relatively flat terrain of the Oxnard Plain, the Santa Clarita Valley, Castaic Valley, the Santa Clara River Valley, and the floors of the larger canyons, including the upper Soledad, and lower Sand, Mint, Bouquet, Placerita, San Francisquito, Piru, Santa Paula, and Sespe Canyons.

The Permittees with MS4s that drain to the Santa Clara River Watershed are the Ventura County Watershed Protection District, the County of Ventura, and the cities of Fillmore, Santa Paula, Oxnard, and Ventura.

Santa Clara River Watershed TMDLs:

- Lower Santa Clara River Bacteria TMDL
- Nitrogen TMDL

- Chloride TMDL

Exhibit 2 - NOI to Develop Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas contains both the identified (Table 8) and potential (Table 9) WBPCs to be addressed within the WMP for Santa Clara River watershed.

Additional watershed characteristics and water quality impairment information for this watershed can be found here:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/regional_program/Water_Quality_and_Watersheds/santa_clara_river_watershed/summary.shtml

Ventura River Watershed

The Ventura River Watershed is a coastal watershed located in the northwestern portion of Ventura County draining an area of 228 square miles roughly half of which is on Forest Service land (USFS, 1997). The Ventura River has several major tributaries including Matilija, North Fork Matilija, San Antonio, and Cañada Larga. Lake Casitas serves as the primary water supply for the area within the watershed. The Rincon and Hall/Arundell Watersheds are generally, and for the purposes of this Plan, grouped together with the Ventura River Watershed. The Ventura River Watershed is minimally developed and compared to other watersheds of the Region has large areas with good water quality and excellent aquatic habitat. About 30 miles of the upper Fork of Matilija Creek and its tributaries are designated as Wild and Scenic Rivers.

The Permittees with MS4s that drain to the Ventura River Watershed are the Ventura County Watershed Protection District, the County of Ventura, and the cities of Ojai and Ventura.

Ventura River Watershed TMDLs:

- Algae TMDL
- Ventura River Estuary Trash TMDL

Exhibit 2 - NOI to Develop Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas contains both the identified (Table 6) and potential (Table 7) WBPCs to be addressed within the WMP for Ventura River watershed.

Additional watershed characteristics and water quality impairment information for this watershed can be found here:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/regional_program/Water_Quality_and_Watersheds/ventura_river_watershed/summary.shtml

Ventura County Coastal Watersheds

The Ventura County Coastal Watersheds comprise of four separate coastal drainage areas. The drainage areas are typified by small coastal streams, wetlands, or marinas/urban centers. The Channel Islands Harbor, Port Hueneme Harbor, and Ventura Marina are all within the Ventura County Coastal Watersheds.

The Permittees with MS4s that drain to the Ventura County Coastal Watersheds are the Ventura County Watershed Protection District, the County of Ventura, and the cities of Port Hueneme, Oxnard, and Ventura.

Ventura Coastal TMDLs:

- Harbor Beaches of Ventura County Bacteria TMDL

Exhibit 2 - NOI to Develop Watershed Management Program for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas contains both the identified (Table 10) and potential (Table 11) WBPCs to be addressed within the WMP for Ventura Coastal watershed.

Additional watershed characteristic and water quality impairment information can for this watershed can be found here:
https://www.waterboards.ca.gov/losangeles/water_issues/programs/regional_program/Water_Quality_and_Watersheds/misc_ventura_coastal/summary.shtml

Upper Malibu Creek Watershed

This 109 square mile watershed drains into the Malibu Lagoon and ultimately into Santa Monica Bay when the Lagoon is breached. There are eight major subwatersheds in the Ventura County portion of the watershed which are fully or partially contained within the unincorporated areas of Ventura County and/or the City of Thousand Oaks. Within these watersheds, only the drainage areas to Potrero Canyon, Upper Lindero Creek, Upper Medea Creek, and Schoolhouse Canyon contain developed areas.

The Permittees with MS4s that drain to the Upper Malibu Creek Watershed are the Ventura County Watershed Protection District, the County of Ventura, and the City of Thousand Oaks.

Malibu Creek TMDLs:

- Bacteria TMDL
- Trash TMDL
- Nutrients TMDL
- Sedimentation and Nutrients to Address Benthic Community Impairments

Exhibit 3 - NOI to Join Malibu Creek Watershed Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program contains both the identified (Table 3) and potential (Table 4) WBPCs to be addressed within the WMP for Malibu Creek watershed.

Additional watershed characteristic and water quality impairment information for this watershed can be found here: https://www.waterboards.ca.gov/losangeles/water_issues/programs/regional_program/Water_Quality_and_Watersheds/santa_monica_bay/summary.shtml

NOTE: The Permittees in the Ventura County portion of the Malibu Creek Watershed have submitted a separate NOI to join the Lower Malibu Creek Enhanced Watershed Management Program (EWMP). In the event that the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, this WMP will include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

3.0 OBJECTIVES

The objective of the consultant contract is to develop a single WMP with a Countywide overview applicable to all watersheds followed by watershed specific chapters for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek. Although contained within a single inclusive WMP, each watershed specific chapter should be able to stand alone and should contain all information that is required by the MS4 Permit for the applicable watershed. The WMP shall prioritize water-quality issues and comprehensively evaluate opportunities for multi-benefit regional projects and maximize the recharge and capture and reuse of stormwater runoff. Enhanced source control and non-structural BMPs should also be prioritized for this Project. Ultimately, the WMP shall include controls to the maximum extent practicable to ensure that discharges from Permittees' jurisdictions achieve applicable water-quality standards pursuant to the MS4 Permit.

4.0 TASK ITEMS

The consultant shall be familiar with pertinent MS4 Permit provisions and applicable TMDLs to complete the following work to the satisfaction of the WMGs, the Regional Board, and other interested parties:

- Provide project management and organize and conduct meetings
- Prepare a Draft WMP Plan
- Prepare a Final WMP Plan

5.0 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

The consultant shall provide project management services to ensure that all work deliverables are provided on or ahead of schedule and within budget. The consultant shall:

- 5.1 Provide a detailed schedule to complete all the tasks of this Scope of Work to be approved by the WMGs. This schedule shall be updated monthly and provided to the WMGs.
- 5.2 Schedule and prepare the agenda and summary notes for monthly meetings with the Countywide WMGs. (Initially and as deadlines near, the meeting frequency may need to increase). Consultant should assume that 10 monthly meetings will occur as part of the regularly scheduled Countywide Stormwater Management Committee meetings.
- 5.3 Attend and participate in watershed specific meetings with members of the WMG for each watershed. Consultant should assume that four (4) meetings will occur per watershed
- 5.4 Promote, attend and lead meetings with the WMGs and interested parties to solicit input and feedback on the Draft WMP Plan. Consultant should assume that two (2) meetings will occur per watershed.
- 5.5 Attend and participate in meetings with Regional Board staff as needed. Consultant should assume that two (2) meetings per watershed will occur.
- 5.6 Consultant shall promote and conduct meetings specific to WMP Plan development to perform outreach to community groups, nongovernment organizations, water supply agencies, and other potential project partners and stakeholders to solicit input on WMP Plan. Consultant shall prepare and provide slides and presentation materials specific to each watershed. Consultant should assume that four (4) meeting will occur.
- 5.7 Perform project management duties including establishment and maintenance of a website for materials related to this scope of work, coordinating with Project Manager including bi-monthly coordination calls (for a total of 8), and providing brief monthly or bi-monthly reports (for a total of 8) that present the budget expended, remaining budget, actual percent complete, and an explanation of the work completed, work to be done, and work that was to have been done but not with reasons why.

6.0 WATERSHED MANAGEMENT PROGRAM (WMP) PLAN

In consultation with the WMGs, the consultant shall prepare a Draft and Final WMP Plan. It is intended that the WMP document will contain a Countywide overview applicable to all watersheds followed by watershed specific chapters for Calleguas Creek, Santa Clara River, Ventura River, Ventura Coastal, and Upper Malibu Creek. Although contained within a single inclusive WMP, each watershed specific chapter should be able to stand alone and should contain all information that is required by the MS4 Permit for the

applicable watershed. It is acknowledged that the following scope items may need to be revised. Section IX.6 of the MS4 Permit contains all provisions of the Order that shall be incorporated as part of the WMP. In preparing the WMP Plan, the consultant shall perform the following activities:

- 6.1 Water Quality Characterization:** Given the short period of the time to develop the NOI, the Permittees developed the list of WBPCs contained in the NOI based on readily available MS4 and TMDL monitoring data and were not able to complete a full WBPC analysis as described in Section IX.B.1 of the MS4 Permit. Utilizing work already completed as part of the NOI WBPC analyses, consultant shall develop a memorandum characterizing water quality conditions within the WMAs, identifying water quality priorities, determining WBPCs, and assessing sources. This information should include an explanation of the process used to determine what available data was relevant, how information considered was used, and why any relevant available data was disregarded. Completion of the memorandum shall include the following:
- 6.1.1 Compile all readily available, relevant, and appropriately collected water quality monitoring datasets containing data collected within at least the last five years (WY 2016/17 – Present). It is expected that the majority of datasets will be provided by the WMGs or available from the Regional Board. Consultant shall establish quality assurance/quality control (QA/QC) criteria and conduct a QA/QC check of the data and identification of the datasets meeting the criteria for use.
 - 6.1.2 Evaluate existing water-quality conditions, including characterization of stormwater and non-stormwater discharges from the MS4 and the receiving water body. The evaluation shall consider existing TMDLs and 303(d) listings as well as available receiving water and outfall data compiled as part of the task above and result in the identification of water-quality issues.
 - 6.1.3 Identify the potential water-quality priorities including applicable water quality-based effluent limitations and/or receiving water limitations established pursuant to TMDLs included in the MS4 Permit and 303(d) listings, and other exceedances of receiving water limitations.
 - 6.1.4 Classify water-quality issues resulting from stormwater and non-stormwater discharges to the MS4 and from the MS4 to receiving waters issues as Category 1 (Highest Priority), Category 2 (High Priority), or Category 3 (Medium Priority) as described in the Permit. See Exhibits 2 and 3 (NOIs) for preliminary water quality priorities.
 - 6.1.5 Identify which 303(d) listings and other exceedances of receiving water limitations are in the same class as those addressed in a TMDL in the watershed.
 - 6.1.6 Gather available reports and sampling information and research, to identify, evaluate, and prioritize known and suspected stormwater

and non-stormwater pollutant sources in discharges to the MS4 and from the MS4 to receiving waters and any other stressors related to MS4 discharges causing or contributing to the highest water-quality priorities (Categories 1 through 3).

- 6.1.7 Utilize the data compiled as part of the above tasks to complete a source assessment for the water body-pollutant combinations in Categories 1 through 3.

6.2 Summary of Existing and Potential Control Measures: Consultant shall develop a memorandum characterizing existing control measures within the WMA. The summary shall include:

- 6.2.1 Compile existing control measures, including minimum control measures, and BMP programs already in effect. Consultant shall develop a template for WMG members to use to summarize existing minimum control measures and identify areas where modification to MCMs may be warranted. Consultant shall compile submitted materials.
- 6.2.2 Outline a process for determining which MCMs could potentially be modified, how to modify MCMs, and information that may be necessary to support the modifications.
- 6.2.3 Review existing planning efforts, including TMDL IPs, IRWMPs, etc. provided by the WMGs, for projects throughout the watershed for possible inclusion in the WMP. Summarize the regional projects that are proposed in previous planning efforts including location, preliminary design characteristics, and the status of project implementation. Also summarize regional control measures in existing plans that provide multiple benefits and support beneficial reuse, recycling, or recharge of treated stormwater in addition to opportunities to incorporate habitat enhancement, recreation, and open space.
- 6.2.4 Review and summarize data regarding performance of regional, distributed structural, and institutional non-structural control measures for reducing stormwater and non-stormwater flows and priority pollutants. Data to be considered will be provided by the WMGs, will be specific to southern California, and should be analyzed in consideration of applicable receiving water limitations, WQBELs, etc.
- 6.2.5 Identify a preliminary list of potential regional projects, based on Task 6.2.3, to retain (i) all non-stormwater and (ii) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project.
- 6.2.6 Review, evaluate and incorporate the approach used by Craftwater Engineering in their 2020 Study of Multi-Benefit Stormwater Project Implementation Locations within Ventura County (Exhibit 1) for identifying additional regional projects and evaluating all potential regional projects. Based on the evaluation consultant may enhance

or modify approach used in the study to ensure maximum effectiveness in project location identification.

- 6.3 Reasonable Assurance Analysis Approach:** Consultant shall develop a memorandum proposing an approach to meet the requirements of conducting a Reasonable Assurance Analysis (RAA) to demonstrate that the watershed control measures identified in the WMP will result in MS4 discharges achieving applicable WQBELs and RWLs per Part IX.B.8. Existing models may include but are not limited to:

Model	Geographic Area	Project
SWMM	Countywide	Stormwater Resources Plan
HSPF/LSPC	Calleguas Creek Watershed	CCW TMDL Implementation Plan
SWMM/SBPAT	Channel Islands Harbor/Lower Santa Clara River/Upper Malibu Creek	Various TMDL Implementation Plans
GSGLOW (PRMS/MODFLOW/MT3D)	Ventura River	State Water Resources Board Groundwater-Surface Water Model
HSPF	Ventura River/Santa Clara River/Calleguas Creek/Arundell Barranca/Prince Barranca	VCPWA-WP Hydrology Models (Ventura River and Calleguas Creek also used for TMDL modeling)
LSPC	Various Smaller Watersheds	

Development of the approach shall include the following:

- 6.3.1 Review existing models and determine which updates, if any, are needed to perform the RAA. The review should summarize the pollutants for which models already exist and the modeling period for each pollutant. The review should also evaluate whether the existing models can be used to simulate the effect of BMPs on receiving water quality, or whether additional functionality is needed. Present these recommendations to the WMGs.
- 6.3.2 Outline the proposed modeling process for evaluating and selecting watershed control measures. The types of watershed control measures to be evaluated should be summarized including MCMs and non-structural, distributed structural, and regional/centralized structural controls. Describe the process for representing these watershed control measures in the modeling system and quantifying their effectiveness ensuring they comply with State Water Resources Control Board Order 2020-0038. Describe how the model will select the watershed control measures that are recommended for implementation via the WMP. Describe how jurisdictional

boundaries will be accounted for when selecting watershed control measures.

- 6.3.3 Where appropriate, identification of the “limiting” pollutant(s) in the RAA. Justification of use of a “limiting” pollutant must include those requirements included in IX.B.8.f.i-iii.
- 6.3.4 Outline the process for demonstrating the effects of to-be-implemented watershed control measures on stormwater quality, non-stormwater quality, and receiving water quality. Describe how the effects of BMPs will be compared to receiving water limitations, TMDL wasteload allocations, WQBELs and other applicable targets at the watershed and jurisdictional scale.
- 6.3.5 Outline the process for creating a BMP implementation sequence/schedule/timeline based on the model-recommended BMP scenario(s). Consider schedules for watershed control measures that have already been planned, scheduled, and/or implemented by agencies in the watershed or region.

6.4 Finalize Approach to Addressing USEPA TMDLs, 303(d) Listings, and Other Exceedances of Receiving Water Limitations: The consultant shall address permit requirements related to USEPA TMDLs, 303(d) listings, and other exceedances of receiving water limitations as follows:

- 6.4.1 Develop interim numeric milestones and compliance schedules for the following Environmental Protection Agency (EPA) TMDLs:
 - a. Santa Clara River Reach 3 Chloride TMDL
 - b. Malibu Creek Nutrient TMDL
 - c. Oxnard Drain No. 3 Pesticides, PCBs and Sediment Toxicity TMDL
 - d. Malibu Creek and Lagoon TMDLs for Sedimentation and Nutrients to Address Benthic Community Impairments
- 6.4.2 Develop interim numeric milestones and compliance schedules for the 303(d) listed and non-303(d) listed receiving water limitations exceedances not addressed in a TMDL in the watershed.

6.5 Develop List of Regional Projects and Conduct Initial Screening: For regional projects the consultant shall:

- 6.5.1 Identify additional potential locations for regional projects to retain (i) all non-stormwater and (ii) all stormwater runoff of the volume equivalent to the 85th percentile, 24-hour storm event for the drainage area tributary to the project. Describe the multiuse features of these potential projects.
- 6.5.2 Select a preliminary list of regional projects for initial screening and develop draft memorandum.
- 6.5.3 Develop list of proposed project sites based on WMG feedback on memorandum.

- 6.5.4 Review and summarize the regulatory issues, environmental permits, and other requirements, for implementing the proposed project sites.
- 6.5.5 Evaluate the feasibility of constructing all identified regional projects including rough costs and develop recommended final list.

6.6 Identify Selected Watershed Control Measures and Conduct Reasonable Assurance Analysis: Utilizing the process outlined in the Tasks 6.1 – 6.3 the consultant shall:

- 6.6.1 Prepare quantitative analysis or modeling tool to represent hydrology, hydraulics, stormwater quality, non-stormwater quality, and receiving water quality before and after implementation of watershed control measures.
- 6.6.2 Summarize MCMs, specific modifications to MCMs proposed by WMG Agencies, and information supporting modifications to MCMs provided by WMG Agencies. Ensure MCMs will be adequately quantified within the RAA to comply with State Board Order 2020-0038.
- 6.6.3 Priority should be given to identify additional structural and nonstructural watershed control measures to achieve applicable WQBELs and/or RWLs for each TMDL, 303(d) listing, and receiving water exceedances, consistent with applicable compliance schedules in the Permit. Incorporate effective innovative technologies, approaches, and practices, including green infrastructure and low-impact development strategies focused on multi-benefits.
- 6.6.4 Conduct a Reasonable Assurance Analysis for those constituents included in the NOIs (Exhibit 2 & 3) that consists of an assessment (through quantitative analysis or modeling) to demonstrate that the identified in the watershed control measures will achieve applicable WQBELs and/or RWLs.

6.7 Develop Project Schedules and Cost Estimates: Based on the selected watershed control measures the consultant shall:

- 6.7.1 Develop cost estimates for implementing the proposed watershed control measures. The cost analysis should include any necessary planning, design, permits, construction, operation and maintenance, energy, waste removal, post construction monitoring, and right of way acquisition.
- 6.7.2 Prepare schedules and sequencing for each of the proposed watershed control measures. The sequencing shall be based on the approach outlined in the Tasks 6.1 – 6.3. The schedules should account for:
 - 6.7.2.1 TMDL compliance schedules, Water Quality Priorities categories, and proposed milestones.

- 6.7.2.2 The implementation period and milestones during the current Permit term should be differentiated from the future implementation period beyond of the current Permit term.
- 6.7.2.3 The schedules shall identify the responsibilities of each individual Permittee.
- 6.7.2.4 The project schedules should include planning, design, permits, right of way acquisition, construction, operation and maintenance, energy, waste removal, and post-construction monitoring.
- 6.7.2.5 Recommend a reasonable time frame to initiate nonstructural solutions, the projects, and programs during the compliance timeframes.

6.8 Prepare Draft and Final WMP Plans: Consultant shall prepare Draft and Final WMP Plans incorporating the above information and:

- 6.8.1 Incorporate and where necessary, develop milestones and compliance schedules into the WMP to measure progress toward addressing the highest water-quality priorities and achieving applicable WQBELs and/or RWLs in the shortest time as possible taking into account technological, operation, and economic factors.
- 6.8.2 Outline an adaptive management process for the WMGs to 1) support the required comprehensive evaluation of the effectiveness of the WMP and 2) modify control measures and/or monitoring accordingly to address currently identified priorities and/or future priorities.
- 6.8.3 Prepare a Draft WMP Plan as described in this Scope of Work. The consultant shall provide electronic copies (in PDF) of the Draft WMP Plan.
- 6.8.4 Finalize WMP Plan. It is assumed that consultant will revise the Draft WMP Plan two times. The consultant shall provide four weeks for review of the initial Draft WMP Plan and two weeks for review of the revised Draft WMP Plan. The consultant shall provide electronic copies (in PDF) of the Final WMP Plan.
- 6.8.5 The consultant shall revise the WMP plan based on the Regional Board's comments within 2 months of receiving the comments.

Deliverables and Schedule:

1. Tech Memorandum as described in Task 6.1: July 2022
2. Draft Memorandum as described in Task 6.2: August 2022
3. Draft Memorandum as described in Task 6.3.1: August 2022
4. Draft Memorandum as described in Task 6.3.2-6.3.5: September 2022
5. Draft Memorandum as described in Task 6.4: November 2022
6. Draft Memorandum as described in Task 6.5.1 and 6.5.2: January 2023
7. Draft Memorandum as described in Task 6.5.3-6.5.5 and 6.6: March 2023
8. Draft Memorandum as described in Task 6.7: May 2023

9. Draft WMP Plan as described in Task 6.8: June 2023
10. Final WMP Plan as described in Task 6.8: September 2023

It is expected that one revision will be required of each of the draft memoranda. However, memoranda will not be finalized, per se; rather final versions of the information will be presented in the Draft and Final WMP Plans.

EXHIBIT 1

EXHIBIT 1 – https://countyofventuracamy.sharepoint.com/:f:/g/personal/david_laak_ventura_org/EgMunqBwjJZDnx5i4e4joTMBjkVKghY84lznWrtwN7Uaw?e=1QaBUP

Related Reports and Studies – Note: Additional reports and studies will be added to Exhibit 1

- 2009 Draft Dry-Weather Bacteria TMDL Implementation Plan for the Harbor Beaches of Ventura County
- 2010 Calleguas Creek Integrated Watershed Protection Plan Phase II Management Strategy Study
- 2013 Ventura County Hydromodification Control Plan
- 2015 Bacteria TMDL Outfall Monitoring Plan for Malibu Creek Watershed
- 2015 Indicator Bacteria TMDL Draft Implementation Plan for the Lower Santa Clara River Watershed
- 2015 TMDL for Algae, Eutrophic Conditions, and Nutrients in the Ventura River and its Tributaries Draft Implementation Plan
- 2015 VCSQMP ROWD and attachments
- 2015 Ventura Countywide Unified Storm Drain Mapping System
- 2016 Draft Phase II Calleguas Creek Watershed TMDL Implementation Plan
- 2016 Ventura County Stormwater Resources Plan
- 2017 Harbor Beaches of Ventura County Bacteria TMDL New Wet Weather Implementation Approach
- 2020 Craftwater Engineering Study – Multi-Benefit Stormwater Project Implementation

EXHIBIT 2

Notice of Intent to Develop Watershed Management Program (WMP) for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas (WMAs)

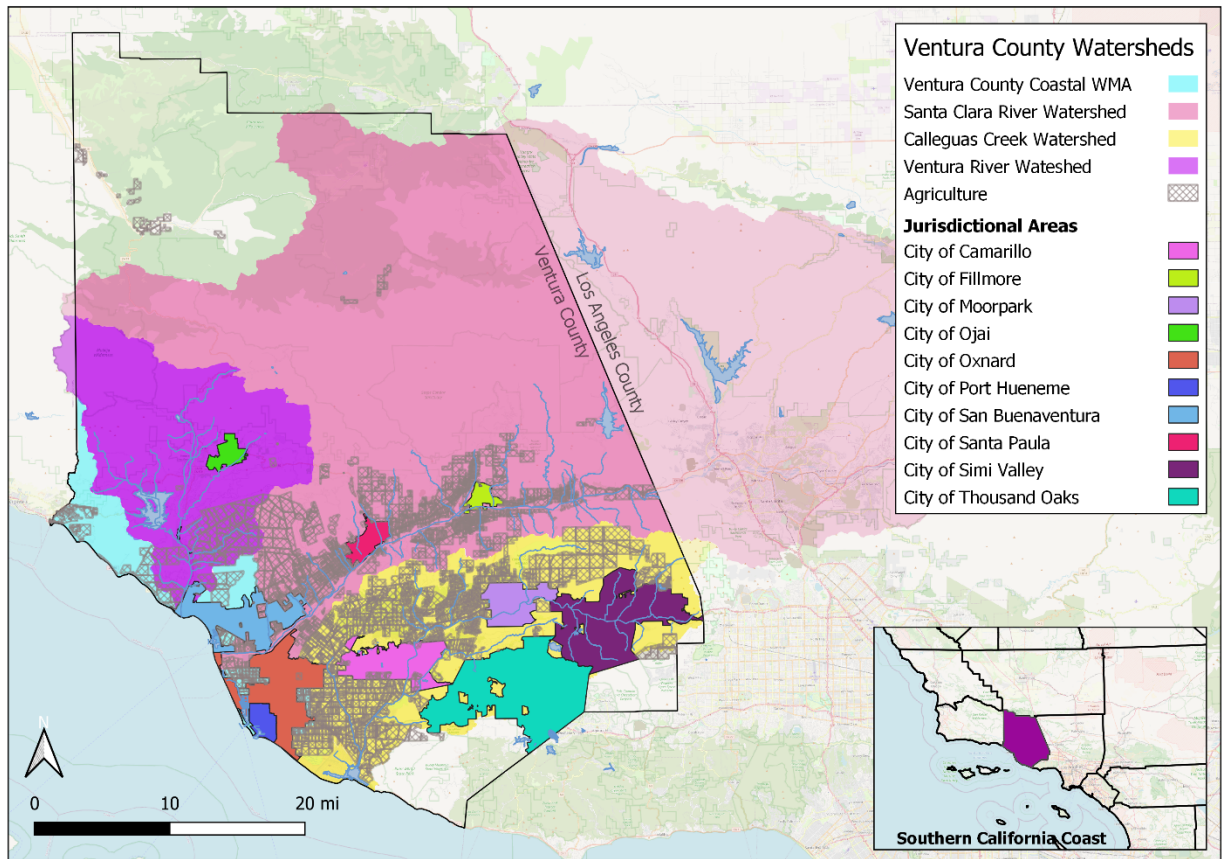
This Notice of Intent (NOI) is being submitted in accordance with Section IX.F.2 of Order R4-2021-0105 (MS4 Permit) on behalf of the Ventura County Watershed Protection District, the County of Ventura, and the incorporated cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and Ventura, (each a Permittee, and collectively known as Permittees). The Permittees that are party to this NOI hereby notify the Los Angeles Regional Water Quality Control Board (Regional Water Board) of their intent to develop a Watershed Management Program (WMP) for the Calleguas Creek, Santa Clara River, Ventura River, and Ventura Coastal Watershed Management Areas (WMAs). The Permittees in the Ventura County portion of the Malibu Creek Watershed have submitted a separate NOI to join the Lower Malibu Creek Enhanced Watershed Management Program (EWMP). In the event that the Ventura County Watershed Protection District, the County of Ventura, and City of Thousand Oaks are not successful in negotiations to join the Lower Malibu Creek Watershed EWMP, this WMP will be expanded to include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

Section 1. Geographic Scope and Permittees

The geographic scope of the NOI is the urbanized areas of Ventura County that are regulated by the MS4 Permit within the Calleguas Creek, Santa Clara River, Ventura River, and the Ventura Coastal Watershed WMAs. The WMAs included in the NOI are shown in the map in **Figure 1**.

EXHIBIT 2

Figure 1: Ventura County Watersheds included in the WMP



The Permittees that intend to develop a WMP are shown in **Table 1** with a breakdown of area and population by Permittee. The Permittees located within each WMA are shown in **Table 2**.

Table 1: Permittee Population and Area

Ventura MS4 Permittees Statistics		
Permittee	Population	Area (sq. Mi)
City of Camarillo	69,301	19.88
City of Fillmore	15,812	3.36
City of Moorpark	37,020	12.44
City of Ojai	7,582	4.50
City of Oxnard	208,881	26.89
City of Port Hueneme	22,173	4.40
City of Santa Paula	31,138	5.40
City of Simi Valley	126,788	42.00
City of Thousand Oaks*	126,813	55.03
County of Ventura*	92,063	24
City of Ventura	110,790	33.00

* The statistics listed in **Table 1** for the County of Ventura and City of Thousand Oaks include Upper Malibu Creek Watershed.

EXHIBIT 2

Table 2: Permittees by Watershed Management Area

WMA	Permittees
Calleguas Creek	City of Camarillo
	City of Moorpark
	City of Oxnard
	City of Simi Valley
	City of Thousand Oaks
	County of Ventura
	Ventura County Watershed Protection District
Coastal Watershed	City of Oxnard
	City of Port Hueneme
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Santa Clara River	City of Fillmore
	City of Oxnard
	City of Santa Paula
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District
Ventura River	City of Ojai
	City of Ventura
	County of Ventura
	Ventura County Watershed Protection District

Section 2. Program Concept

The Permittees intend to develop one WMP for the four WMAs identified in this NOI. The WMP will include the components outlined in Section IX of the MS4 Permit for each WMA and outline the proposed watershed control measures that will be implemented by each Permittee across the watersheds in which they are located.

The WMP may consider utilizing and building upon existing TMDL implementation plans, the Ventura Countywide Municipal Stormwater Resource Plan, and other existing planning efforts. The Permittees are evaluating the use of existing models for conducting the reasonable assurance analysis (RAA) and will use existing models if feasible and appropriate to meet the RAA requirements.

Given the generally good receiving water and stormwater quality in the County (with the exception of bacteria), Permittees anticipate that the WMP will include enhanced source control activities to address high risk sources of bacteria and identification of multi-benefit projects that will not only improve stormwater quality, but also enhance water supply and recreational opportunities in WMAs. The Permittees also anticipate evaluating opportunities to coordinate with other watershed stakeholders, such as agriculture, open space managers, and wastewater treatment plants, that discharge to Permittee owned and maintained MS4s as well as directly to receiving waters. Consequently, the WMP may include control measures that will achieve the goal of improving receiving water quality but are not solely treating urban runoff.

EXHIBIT 2

Section 3. Water Body-Pollutant Combinations to be Addressed in the WMP

This section identifies the water body-pollutant combinations (WBPCs) that the Permittees intend at this time to be evaluated in the WMP. Given the short period of the time to develop the NOI, the Permittees developed the list of WBPCs based on readily available MS4 and TMDL monitoring data and were not able to complete a full WBPC analysis as described in Section IX.B.1 of the MS4 Permit. As a result, it is possible that the Permittees may include an adjusted list of WBPCs in the WMP.

The WBPCs proposed to be evaluated in the WMP are organized by the three categories defined in the MS4 Permit:

- Category 1 (Highest Priority): Pollutants for which WQBELs and receiving water limitations are established in Part IV and Attachments K through S of the MS4 Permit to implement TMDLs.
- Category 2 (High Priority): Pollutants for which data indicate water quality impairment in the receiving water according to the State's Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List (State Listing Policy) and for which MS4 discharges may be causing or contributing to the impairment.
- Category 3 (Medium Priority): Pollutants for which there are insufficient data to indicate water quality impairment in the receiving water according to the State's Listing Policy, but which exceed applicable receiving water limitations contained in this Order and for which MS4 discharges may be causing or contributing to the exceedance within the last five years.

Subcategories of the three MS4 Permit defined categories were created to better categorize the WBPCs in the NOI. Category 1 constituents are divided in subclasses based on the effective date of the final limitations and whether the TMDL was developed by USEPA. Categories 2 and 3 are each divided based on whether the constituent is a pollutant and the extent of current understanding of whether or not MS4s may be causing or contributing to the exceedances. The subcategories are listed and described in detail in **Table 3**. The WBPCs are placed in the respective subcategories based on the initial data analysis. Constituents may change subcategories based on the WBPC analysis done for the WMP, future monitoring in the WMP area, source investigations, and BMP implementation.

Per the MS4 Permit, the WMP will address pollutants for which MS4s are causing or contributing to receiving water exceedances. Given the short period of time for developing the NOI, the Permittees have identified some constituents for which further investigation is needed to determine if MS4s are causing or contributing to observed receiving water exceedances. For this reason, for each WMA, the WBPCs in the NOI have been divided into two groups. The first group are those WBPCs in categories 1B, 1C, 1D, 2A, and 3A where there is an existing TMDL, State Policy, or monitoring data that indicates MS4 discharges may be a source contributing to receiving water exceedances. The Permittees intend the WMP to address WBPCs in these categories. The second group are those WBPCs in categories 1A, 2B, 2C, 2D, and 3B. The Permittees intend to further investigate these WBPCs as part of WMP development to determine if MS4s are causing or contributing to receiving water exceedances. WBPCs in these categories will be included in the WMP if MS4s are identified as causing or contributing to receiving water exceedances.

EXHIBIT 2

Table 3: Water Body-Pollutant Combination Subcategories

Category	Water Body-Pollutant Combinations (WBPCs)
1	Category 1A: WBPCs with past due (i.e., prior to Sept. 2021) TMDL deadlines.
	Category 1B: WBPCs with permit term (i.e., prior to Sept. 2026) TMDL deadlines.
	Category 1C: WBPCs with post-permit term (i.e., beyond Sept. 2026) TMDL deadlines.
	Category 1D: WBPCs addressed in USEPA TMDL without a Regional Board Adopted Implementation Plan.
2	Category 2A: 303(d) Listed WBPCs for which MS4 discharges may be causing or contributing to the impairment.
	Category 2B: 303(d) Listed WBPCs that are not a "pollutant" ¹ (i.e., toxicity).
	Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.
	Category 2D: 303(d) Listed WBPCs for which it is unlikely that MS4 discharges are causing or contributing to the impairment.
3	Category 3A: All other WBPCs with receiving water exceedances in the past 5 years for which MS4 discharges may be causing or contributing to the exceedances.
	Category 3B: All other WBPCs with receiving water exceedances in the past 5 years for which it is unlikely that MS4 discharges are causing or contributing to the exceedances.

1. While pollutants may be contributing to the impairment, it currently is not possible to identify the specific pollutant/stressor.

The WBPCs included in the NOI to be addressed or evaluated in the WMP for each WMA are listed in **Table 4** through **Table 11**.

EXHIBIT 2

Table 4: Calleguas Creek Watershed Water Body-Pollutant Combination Categories to be Addressed in WMP

	Calleguas Creek Reaches																	
Constituent	1	2	3	4	5	6	7	8	9A	9B	10	11	12	13	Duck Pond ¹	Honda Barranca ¹	Fox Barranca ¹	Oxnard Drain #3
Category 1B: WBPCs with permit term TMDL deadlines.																		
Boron				X	X		X	X								X	X	
Chloride			X	X	X	X	X	X	X	X	X	X	X	X		X	X	
Sulfate			X	X	X	X	X	X	X	X	X	X	X	X		X	X	
TDS			X	X	X	X	X	X	X	X	X	X	X	X		X	X	
Total Chlordane	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
4,4-DDT	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
4,4-DDE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
4,4-DDD	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Dieldrin	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Total PCBs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Toxaphene	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Copper	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Mercury	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Nickel	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Selenium				X	X											X		
Category 1D: WBPCs addressed in USEPA TMDL without a Regional Board Adopted Implementation Plan.																		
Bifenthrin																		X
Total Chlordane																		X
4,4-DDD																		X
4,4-DDE																		X
4,4-DDT																		X
Dieldrin																		X
Total PCBs																		X
Toxaphene																		X
Sediment Toxicity																		X
Chlorpyrifos																		X
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.																		
E. Coli		X	X	X		X	X		X	X	X	X						

1. These waterbodies are tributaries that are located in the TMDL subwatersheds and may contain MS4 discharges. Per the MS4 Permit, compliance will be assessed at the base of the subwatersheds to which these tributaries discharge.

Table 5: Calleguas Creek Watershed Water Body-Pollutant Combination Categories to be Further Evaluated and Potentially Addressed in WMP

	Calleguas Creek Reaches																	
Constituent	1	2	3	4	5	6	7	8	9A	9B	10	11	12	13	Duck Pond ²	Honda Barranca ²	Fox Barranca ²	Oxnard Drain #3
Category 1A: WBPCs with past due TMDL deadlines.																		

EXHIBIT 2

Constituent	Calleguas Creek Reaches													Duck Pond ²	Honda Barranca ²	Fox Barranca ²	Oxnard Drain #3
	1	2	3	4	5	6	7	8	9A	9B	10	11	12	13			
Toxicity	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Diazinon	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Chlorpyrifos	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.																	
Trash ¹		X	X			X	X		X	X	X						
Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.																	
Sedimentation		X	X	X	X	X	X	X				X					
Bifenthrin															X	X	
Malathion											X						
Ammonia																	X
Category 2D: 303(d) Listed WBPCs for which it is unlikely that MS4 discharges are causing or contributing to the impairment.																	
DDD																X	

1. Areas with priority land uses, as defined by the Statewide Trash Amendments, will be addressed in the WMP. Further investigation is required to assess whether priority land uses are located in each of the identified reaches.
2. These waterbodies are tributaries that are located in the TMDL subwatersheds and may contain MS4 discharges. Per the MS4 Permit, compliance will be assessed at the base of the subwatersheds to which these tributaries discharge.

EXHIBIT 2

Table 6: Ventura River Watershed Water Body-Pollutant Combinations to be Addressed in WMP

Constituent	Estuary	Ventura River Reach				San Antonio Creek	Canada Larga
		1	2	3	4		
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.							
Indicator Bacteria	X			X		X	X
Category 3A: All other WBPCs with receiving water exceedances in the past 5 years for which MS4 discharges may be causing or contributing to the exceedances.							
E. Coli			X				
Bis(2-ethylhexyl) phthalate			X				

Table 7: Ventura River Watershed Water Body-Pollutant Combinations to be Further Evaluated and Potentially Addressed in WMP

Constituent	Estuary	Ventura River Reach				San Antonio Creek	Canada Larga
		1	2	3	4		
Category 1A: WBPCs with past due TMDL deadlines.							
Total Nitrogen (wet)	X	X					
Total Nitrogen (dry)	X	X	X	X	X	X	X
Total Phosphorus (dry)	X	X	X	X	X	X	X
Nitrate-N + Nitrite-N (wet)			X	X	X	X	X
Category 2B: 303(d) Listed WBPCs that are not a "pollutant".							
Toxicity				X			
Benthic community effects		X	X				
Temperature					X		
Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.							
TDS						X	X
Category 3B: All other WBPCs with receiving water exceedances in the past 5 years for which it is unlikely that MS4 discharges are causing or contributing to the exceedances.							
Chlorpyrifos			X				

EXHIBIT 2

Table 8: Santa Clara River Watershed Water Body-Pollutant Combinations to be Addressed in WMP

Constituent	Estuary	Santa Clara River Reach			Pole Creek	Piru Creek
		1	2	3		
Category 1B: WBPCs with permit term TMDL deadlines.						
E. Coli (dry)				X		
Total Coliform (dry)	X	X	X			
Fecal Coliform (dry)	X	X	X			
Enterococcus (dry)	X	X	X			
Category 1C: WBPCs with post-permit term TMDL deadlines.						
E. Coli (wet)				X		
Total Coliform (wet)	X	X	X			
Fecal Coliform (wet)	X	X	X			
Enterococcus (wet)	X	X	X			
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.						
TDS				X	X	X
Selenium		X		X		

EXHIBIT 2

Table 9: Santa Clara River Watershed Water Body-Pollutant Combinations to be Further Evaluated and Potentially Addressed in WMP

Constituent	Estuary	Santa Clara River Reach					Pole Creek	Piru Creek	Santa Paula Creek Reach
		1	2	3	4A	10 (Sespe)			1
Category 1A: WBPCs with past due TMDL deadlines.									
Total Ammonia-N ¹				X					
Nitrate-N + Nitrite-N				X					
Chloride				X			X	X	
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.									
Trash ²		X		X	X	X			X
Category 2B: 303(d) Listed WBPCs that are not a "pollutant".									
Toxicity	X	X		X					
DO		X							
pH		X							
Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges are causing or contributing to impairment.									
Ammonia	X								
Category 2D: 303(d) Listed WBPCs for which it is unlikely that MS4 discharges are causing or contributing to the impairment.									
Boron								X	
Sulfate							X	X	
Specific Conductance								X	
Category 3B: All other WBPCs with receiving water exceedances in the past 5 years for which it is unlikely that MS4 discharges are causing or contributing to the exceedances.									
Dibenzo(a,h) anthracene				X					
Indeno(1,2,3-cd) pyrene				X					
Bis(2-ethylhexyl) phthalate				X					
Mercury				X					
Sulfate				X					

1. Ammonia was delisted from the 303(d) list in the 2018 integrated report.
2. Areas with priority land uses, as defined by the Statewide Trash Amendments, will be addressed in the WMP. Further investigation is required to assess whether priority land uses are located in each of the identified reaches.

EXHIBIT 2

Table 10: Ventura County Coastal WMA Water Body-Pollutant Combinations to be Addressed in WMP

	Arundel Barranca	Hueneme Beach Park	Hueneme Drain	J Street Drain	Ormond Beach	Ormond Beach Wetlands	Oxnard Drain	Peninsula Beach	Rincon Parkway Beach	San Buenaventura Beach	Sajon Barranca Creek	Surfers Point at Seaside	Ventura Harbor: Ventura Keys
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.													
Indicator Bacteria	X	X	X		X	X	X	X	X	X	X	X	X

Table 11: Ventura County Coastal WMA Water Body-Pollutant Combinations to be Further Evaluated and Potentially Addressed in WMP

Constituent	Harbor Beaches	Hueneme Drain	J Street Drain	Ormond Beach Wetlands	Oxnard Drain	Port Hueneme Harbor	Port Hueneme Pier	Sajon Barranca Creek	Ventura Harbor: Ventura Keys	Ventura Marina Jetties
Category 1A: WBPCs with past due TMDL deadlines.										
Total Coliform	X									
Fecal Coliform	X									
Enterococcus	X									
Category 2A: 303(d) Listed WBPCs for which MS4s may be causing or contributing to impairment.										
Trash ¹		X	X	X	X			X		
Category 2B: 303(d) Listed WBPCs that are not a “pollutant”.										
pH				X	X					
Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.										
Nitrate					X					
PAHs						X				
Arsenic						X			X	
Dieldrin						X			X	
PCBs							X		X	X
DDT										X

1. Areas with priority land uses, as defined by the Statewide Trash Amendments, will be addressed in the WMP. Further investigation is required to assess whether priority land uses are located in each of the identified reaches.

EXHIBIT 2

Section 4. Letters of Intent

The Permittees have provided signed letters of intent per Section V.B in Attachment D of the MS4 Permit as attachments to the NOI.

EXHIBIT 3

EXHIBIT 3

Notice of Intent to Join Malibu Creek Watershed Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP)

This Notice of Intent (NOI) is being submitted in accordance with Section III.D.2.a of Attachment E to and Section IX.F.2 of Order R4-2021-0105 (MS4 Permit) on behalf of the Ventura County Watershed Protection District, the County of Ventura, and the City of Thousand Oaks, (each a Permittee, and collectively known as Permittees). The Permittees that are party to this NOI hereby notify the Los Angeles Regional Water Quality Control Board (Regional Water Board) of their intent to join the Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) for the Malibu Creek Watershed prepared for the Cities of Calabasas, Agoura Hills, Westlake Village, and Hidden Hills, County of Los Angeles and Los Angeles County Flood Control District (Lower Malibu Creek Watershed EWMP and CIMP), pending successful negotiation of an approach and cost sharing agreement. Should the negotiation be unsuccessful, the Permittees will expand the Ventura County WMP for Calleguas Creek, Santa Clara River, Ventura River and Ventura Coastal Watershed Management Areas (Ventura WMP) to include the Ventura County portion of the Malibu Creek Watershed (Upper Malibu Creek Watershed).

Section 1. Geographic Scope and Permittees

The geographic scope of the NOI is the urbanized areas of Ventura County that are regulated by the MS4 Permit within the Upper Malibu Creek Watershed.

Table 1 lists the Permittees who have agreed to join the Lower Malibu Creek EWMP and CIMP.

Table 1. Permittees Intending to Join Lower Malibu Creek EWMP and CIMP

Permittee
County of Ventura
City of Thousand Oaks
Ventura County Watershed Protection District

EXHIBIT 3

Section 2. Program Concept

The Permittees intend to join the existing Lower Malibu Creek EWMP and incorporate the components outlined in Section IX of the MS4 Permit for the WBPCs outlined in this NOI. The Permittees intend to utilize the existing model developed for the Lower Malibu Creek EWMP to conduct the reasonable assurance analysis (RAA).

The Permittees anticipate evaluating opportunities to coordinate with the Lower Malibu Creek Watershed EWMP group on the development of control measures and consequently anticipate the EWMP may include control measures that will achieve the goal of improving receiving water quality but are not solely treating urban runoff from Ventura County Permittees.

Section 3. Water Body-Pollutant Combinations to be Addressed

This section identifies the water body-pollutant combinations (WBPCs) that the Permittees intend at this time to evaluate for the Upper Malibu Creek Watershed and subsequently document them as an update to the Lower Malibu Creek Watershed EWMP or Ventura WMP. Given the short period of the time to develop the NOI, the Permittees were not able to complete a full WBPC analysis as described in Section IX.B.1 of the MS4 Permit. As a result, it is possible that the Permittees may include an adjusted list of WBPCs in the EWMP update or Ventura WMP.

The WBPCs proposed to be evaluated in the EWMP or WMP are organized by the three categories defined in the MS4 Permit:

- Category 1 (Highest Priority): Pollutants for which WQBELs and receiving water limitations are established in Part IV and Attachments K through S of the MS4 Permit to implement TMDLs.
- Category 2 (High Priority): Pollutants for which data indicate water quality impairment in the receiving water according to the State's Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List (State Listing Policy) and for which MS4 discharges may be causing or contributing to the impairment.
- Category 3 (Medium Priority): Pollutants for which there are insufficient data to indicate water quality impairment in the receiving water according to the State's Listing Policy, but which exceed applicable receiving water limitations contained in this Order and for which MS4 discharges may be causing or contributing to the exceedance within the last five years.

Subcategories of the three MS4 Permit defined categories were created to better categorize the WBPCs in the NOI. Category 1 constituents are divided in subclasses based on the effective date of the final limitations and whether the TMDL was developed by USEPA. Categories 2 and 3 are each divided based on whether the constituent is a pollutant and the extent of current understanding of whether or not MS4s may be causing or contributing to the exceedances. The subcategories are listed and described in detail in **Table 2**. The WBPCs are placed in the respective subcategories based on the initial data analysis. Constituents may change subcategories based on the WBPC analysis done for the EWMP or WMP, future monitoring in the EWMP or WMP area, source investigations, and BMP implementation.

EXHIBIT 3

Per the MS4 Permit, the EWMP or WMP will address pollutants for which MS4s are causing or contributing to receiving water exceedances. Given the short period of time for developing the NOI, the Permittees have identified some constituents for which further investigation is needed to determine if MS4s are causing or contributing to observed receiving water exceedances. For this reason, the WBPCs in the NOI have been divided into two groups. The first group are those WBPCs in categories 1B, 1C, 1D, 2A, and 3A where there is an existing TMDL or monitoring data that indicates MS4 discharges may be a source contributing to receiving water exceedances. The Permittees intend the EWMP or WMP to address WBPCs in these categories. The second group are those WBPCs in categories 1A, 2B, 2C, 2D, and 3B. The Permittees intend to further investigate these WBPCs as part of EWMP or WMP development to determine if MS4s are causing or contributing to receiving water exceedances. WBPCs in these categories will be included in the EWMP or WMP if MS4s are identified as causing or contributing to receiving water exceedances.

Table 2: Water Body-Pollutant Combination Subcategories

Category	Water Body-Pollutant Combinations (WBPCs)
1	Category 1A: WBPCs with past due (i.e., prior to Sept. 2021) TMDL deadlines.
	Category 1B: WBPCs with permit term (i.e., prior to Sept. 2026) TMDL deadlines.
	Category 1C: WBPCs with post-permit term (i.e., beyond Sept. 2026) TMDL deadlines.
	Category 1D: WBPCs addressed in USEPA TMDL without a Regional Board Adopted Implementation Plan.
2	Category 2A: 303(d) Listed WBPCs for which MS4 discharges may be causing or contributing to the impairment.
	Category 2B: 303(d) Listed WBPCs that are not a "pollutant" ¹ (i.e., toxicity).
	Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.
	Category 2D: 303(d) Listed WBPCs for which it is unlikely that MS4 discharges are causing or contributing to the impairment.
3	Category 3A: All other WBPCs with receiving water exceedances in the past 5 years for which MS4 discharges may be causing or contributing to the exceedances.
	Category 3B: All other WBPCs with receiving water exceedances in the past 5 years for which it is unlikely that MS4 discharges are causing or contributing to the exceedances.

1. While pollutants may be contributing to the impairment, it currently is not possible to identify the specific pollutant/stressor.

The WBPCs included in the NOI to be addressed or evaluated in the EWMP or WMP are listed in **Table 3** and **Table 4**.

EXHIBIT 3

Table 3: Malibu Creek Watershed Water Body-Pollutant Combination Categories to be Addressed in EWMP or WMP

Constituent	Potrero Canyon Creek	Lindero Creek Reach 2	Medea Creek Reach 2	Westlake Lake
Category 1B: WBPCs with permit term TMDL deadlines.				
Nitrate+Nitrite	X	X	X	X
Total Phosphorus	X	X	X	X
Total Coliform (wet)	X	X	X	X
Fecal Coliform (wet)	X	X	X	X
Enterococcus (wet)	X	X	X	X
E. Coli (wet)	X	X	X	X

Table 4: Malibu Creek Watershed Water Body-Pollutant Combination Categories to be Further Evaluated and Potentially Addressed in EWMP or WMP

Constituent	Potrero Canyon Creek	Lindero Creek Reach 2	Medea Creek Reach 2	Westlake Lake
Category 1A: WBPCs with past due TMDL deadlines.				
Total Coliform (dry)	X	X	X	X
Fecal Coliform (dry)	X	X	X	X
Enterococcus (dry)	X	X	X	X
E. Coli (dry)	X	X	X	X
Category 2B: 303(d) Listed WBPCs that are not a "pollutant".				
Invasive Species			X	
Benthic Community Effects			X	
Dissolved Oxygen	X			
Category 2C: 303(d) Listed WBPCs for which it is unknown if MS4 discharges may be causing or contributing to the impairment.				
Selenium		X	X	
Lead				X

EXHIBIT 3

Section 4. Letters of Intent

The Permittees have provided signed letters of intent per Section V.B in Attachment D of the MS4 Permit as attachments to the NOI.

EXHIBIT 4

EXHIBIT 4

PROFESSIONAL SERVICES CONTRACT AE

with [Consultant]

(Project No:)

This contract is made and entered into this ___ day of __, ____, by and between the , hereinafter referred to as AGENCY, and [Consultant], hereinafter referred to as CONSULTANT, regarding CONSULTANT's performance of the work and services described in Exhibit A hereto (the "Work"). CONSULTANT, or a principal of the firm, is registered, licensed or certified by the State of California as a [Registration], number [number].

In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work; Standard of Performance

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A hereto. The Work shall be performed in accordance with the terms and conditions of this contract and the County of Ventura Public Works Agency Consultant's Guide to Ventura County Procedures ("Guide") as amended from time to time, which is on file in the office of the Public Works Agency, and which by reference is made a part hereof. This contract shall take precedence over the Guide in case of conflicting provisions; otherwise they shall be interpreted together. In performing the Work CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

2. Time Schedule

All Work and any portion thereof separately identified shall be completed within the time provided in the "Time Schedule" attached hereto as Exhibit B. AGENCY will issue a suspension of the contract time if CONSULTANT is delayed by any public agency reviewing documents produced by CONSULTANT under this contract, or solely due to acts or omissions of AGENCY, provided that CONSULTANT promptly notifies AGENCY in writing of such delays.

3. Fees and Payments

Payment shall be made monthly, or as otherwise provided, on presentation of a completed AGENCY Consultant Services Invoice Form in accordance with the "Fees and Payment" provisions attached hereto as Exhibit C.

4. Termination

AGENCY retains the right to terminate this contract for any reason prior to completion of the Work upon five days written notice to CONSULTANT. Upon termination, AGENCY shall pay CONSULTANT for all Work performed prior to such termination, provided however, that such charges shall not exceed the maximum fee specified in Exhibit C for completion of any separately identified task/phase of the Work which, at the time of termination, has been started by request of AGENCY, plus the outstanding amount of contract retention withheld to date.

5. Right to Review

AGENCY shall have the right to review the Work at any time during AGENCY's usual working hours. Review, checking, approval or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the Work.

6. Work Product

On completion or termination of the contract, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans,

EXHIBIT 4

PROFESSIONAL SERVICES CONTRACT

specifications, correspondence, data and other work product prepared or gathered by CONSULTANT arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this contract shall not be modified by AGENCY unless CONSULTANT's name, signatures and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT. CONSULTANT is authorized to place the following statement on the drawings, specifications and other Work Product prepared pursuant to this contract:

"This drawing [or These specifications], including the designs incorporated herein, is [are] an instrument of professional service prepared for use in connection with the project identified hereon under the conditions existing on [date]. Any use, in whole or in part, for any other project without written authorization of [CONSULTANT's name] shall be at the user's sole risk."

7. Errors and Omissions

Without limiting AGENCY's other available remedies, if a construction change order is required for the subject project as a proximate result of an error or omission of CONSULTANT in the preparation of the construction or survey documents pursuant to this contract, regardless of whether or not such error or omission was the result of negligence, the necessary amendment or supplement to the construction documents required for such change order shall be made by CONSULTANT at no additional charge to AGENCY.

8. Correction of Work

If any Work performed by CONSULTANT does not conform to the requirements and professional standards of this contract, AGENCY may require CONSULTANT to correct the Work until it conforms to said requirements and standards at no additional cost to AGENCY. AGENCY may withhold payment for disputed Work until CONSULTANT correctly performs the Work or the dispute is otherwise resolved in accordance with this contract. When the Work to be performed is of such a nature that CONSULTANT cannot correct its performance, AGENCY may reduce the CONSULTANT's compensation to reflect the reduced value of the Work received by AGENCY. If CONSULTANT fails to promptly correct non-conforming Work, AGENCY may have the Work performed by a third party in conformance with the requirements and professional standards of this contract and charge CONSULTANT, or withhold from payments due CONSULTANT, any costs AGENCY incurs that are directly related to the performance of the corrective work. AGENCY shall not unreasonably withhold or reduce payment for CONSULTANT's Work under this section.

9. Subconsulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants which must be performed in accordance with all terms and conditions of this contract. All insurance requirements set forth in section 13 below, "Insurance Requirements," shall apply to each Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this contract the required insurance.

10. Independent Contractor

a. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this contract. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this contract, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant or otherwise of

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CONSULTANT, will have any claim under this contract or otherwise against AGENCY for any salary, wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this contract. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

b. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this contract, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this contract, provided, however, that CONSULTANT will perform services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

c. Third Parties Employed by CONSULTANT. If, in the performance of this contract, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as provided in this contract.

d. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY from and against all Third Party Claims (defined elsewhere herein) presented, brought or recovered against AGENCY, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this contract.

e. Indemnity for Claims of Employer-Employee Relationship. CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and its boards, agencies, departments, officers, employees, agents and volunteers from and against any and all Third Party Claims (defined elsewhere herein) made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. CONSULTANT further agrees to hold AGENCY harmless from and to compensate AGENCY for any Third Party Claims against AGENCY for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this contract. CONSULTANT will not settle or otherwise compromise a Third Party Claim covered by this subsection without AGENCY's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

11. Duty of Loyalty; Conflicts of Interest

- a. CONSULTANT owes AGENCY a duty of undivided loyalty in performing the Work under this contract, including the obligation to refrain from having economic interests and participating in activities that conflict with AGENCY's interests with respect to the Work and subject project. CONSULTANT shall take reasonable measures to ensure that CONSULTANT and its principals, officers, employees, agents and Subconsultants do not possess a financial conflict of interest with respect to the Work and subject project. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to the Work and subject project. This section is not intended to modify the standard of performance as set forth in Section 1.

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- b. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- c. During the term of this contract CONSULTANT shall not employ or compensate AGENCY's current employees.

12. Defense and Indemnification

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY), and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT or its principals, officers, employees, agents or Subconsultants in the performance of this contract. This indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnitee or to the extent caused by the active negligence of Indemnitee. CONSULTANT shall not settle or otherwise compromise a Third Party Claim covered by this section without AGENCY's advance written approval.

CONSULTANT agrees to defend, through attorneys approved by AGENCY, indemnify and hold harmless AGENCY and the County of Ventura (if not defined as AGENCY) and their boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, whether against CONSULTANT, AGENCY or others, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONSULTANT, save and except third party claims arising through the sole gross negligence or sole willful misconduct of Indemnitee. CONSULTANT shall not settle or otherwise compromise a Third Party Claim covered by this section without AGENCY's advance written approval.

13. Insurance Requirements

- a. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this contract and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:
 - i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.
 - ii. Automobile liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.

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- iii. Workers' compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the contract.
- iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.

If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

- b. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this contract is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.
- c. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.
- d. The commercial general liability policy shall name AGENCY and the County of Ventura (if not defined as AGENCY) and their respective officials, employees, and agents as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.
- e. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Board of Supervisors, and each of their boards, directors, employees and agents for losses arising directly or indirectly from the activities or Work under this contract. The commercial general liability, automobile liability and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.
- f. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.

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- g. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

14. Claims and Disputes

- a. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this contract, including "pass-through" claims asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff in the following sequence: 1) Project Manager, 2) Deputy Director of Public Works ("Department Director") and 3) Director of Public Works Agency ("Agency Director"). CONSULTANT shall initiate the administrative review process no later than 30 days after the claim has arisen by submitting to the Project Manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the Project Manager to the Deputy Director, and may appeal the decision made by the Deputy Director to the Agency Director, provided that AGENCY receives such appeal in writing no later than seven days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this seven-day period, the decision shall become final and binding and not subject to appeal or challenge.
- b. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code and the regulations promulgated thereto, chapter 4 (commencing with section 1300) of division 2 of title 1 of the California Code of Regulations (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third party claims asserted against AGENCY arising from or relating to any Work performed by CONSULTANT hereunder.

15. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its principals, officers, employees, agents and Subconsultants to comply with all applicable statutes, ordinances, and regulations, or other laws, that apply to performance of the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY's request.

16. Prevailing Wage Requirements

Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT is solely responsible for determining whether the Work, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). AGENCY has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with AGENCY's Public Works Agency and are available upon request. CONSULTANT is responsible for posting job site notices as prescribed by regulation pursuant to Labor

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Code section 1771.4(a)(2). CONSULTANT acknowledges that it is aware of state and federal prevailing wage and related requirements, and shall comply with these requirements to the extent applicable to the Work, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

17. Miscellaneous

- a. Entire Understanding. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this contract will be valid or binding against AGENCY.
- b. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly-authorized representatives of both parties.
- c. Nonassignability. CONSULTANT will not assign this contract or any portion thereof to a third party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this contract. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.
- d. Third Party Beneficiaries. Except for indemnitees under sections 10.e and 12 above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- e. Time limits stated herein are of the essence.
- f. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- g. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods:
 - (1) Personal delivery.
 - (2) Facsimile where receipt is confirmed.
 - (3) Courier where receipt is confirmed.
 - (4) Registered or certified mail, postage prepaid, return receipt requested.

Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

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Public Works Agency
County of Ventura L#1670
800 South Victoria Avenue
Ventura, CA 93009-1670
Facsimile: (805) 677-8762

Either party may change its contact information by providing written notice of the change to the other party in accordance herewith.

- h. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- i. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- j. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- k. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- l. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- m. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

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CONSULTANT:

AGENCY:

Signature

Public Works Director or
Deputy Purchasing Agent

Print Name and Title

Signature

Print Name and Title

[VendorID]

Vendor Number

EXHIBIT 5

Exhibit 5 Map of the watersheds/Project Area

