

**EXTENSION TO
MEMORANDUM OF AGREEMENT
TO PROVIDE EQUAL COST SHARING FOR VENTURA RIVER ESTUARY TRASH
MONITORING AND REPORTING PLAN**

This Extension (MOA Extension) to Memorandum of Agreement to Provide Equal Cost Sharing for Ventura River Estuary Trash Monitoring and Reporting Plan (MOA) is entered into effective December 15, 2011, among the following entities: City of Ventura, California Department of Parks and Recreation Channel Coast District, California Department of Transportation (Caltrans), Ventura County Fairgrounds, County of Ventura, the Ventura County Watershed Protection District (VCWPD), and Participants in the Ventura County Agricultural Irrigated Lands Group (VCAILG), a subdivision of the Farm Bureau of Ventura County (collectively referred to as the "PARTIES").

RECITALS

WHEREAS, the term of the MOA is currently set to expire on December 14, 2011; and

WHEREAS, the PARTIES desire to continue their support for the Ventura River Estuary Trash Monitoring and Reporting Plan (VRETMP) by extending the term of the MOA for an additional five (5) years; and

WHEREAS, the MOA provides that no addition to, alteration of, or variation of the terms of the MOA shall be valid unless made in writing and signed and approved by all PARTIES.

THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed that:

1. The PARTIES agree to extend the existing MOA for 5 years commencing on December 15, 2011 and ending on December 15, 2016.
2. The PARTIES agree to actively support the efforts of the VRETMRP during the term of this MOA Extension by funding *equal contributions* of the total cost of the implementation of the VRETMRP, which shall not exceed \$110,000.00 (one hundred and ten thousand dollars) per year for the VRETMRP related activities. The total cost of the VRETMRP implementation will include a five (5) percent administration fee to the Lead Agency.
3. The PARTIES agree to carry over a balance of \$9,297.81 from the existing MOA to cover a portion of the next year (December 15, 2011 through December 15, 2012), as shown in Attachment A.
4. Each of the PARTIES agrees to submit payment of \$4,384.74 within 90 calendar days of receipt of the invoice from the Lead Agency to fund VRETMRP implementation efforts through December 15, 2012.

Caltrans Agreement No. 07-4860A2

5. Annually, each of the PARTIES agrees to submit payment of the amount agreed on by all parties on annual basis to fund future VRETMRP implementation efforts. Each payment will be made within 90 calendar days of receipt of the invoice from the Lead Agency.
6. Each of the PARTIES agrees that County of Ventura is substituted for VCWPD as the Lead Agency of the PARTIES. The County of Ventura agrees:
 - A. To award a contract for consultant services to implement the VRETMRP during the term of this MOA Extension, to execute and administer the contract, and to act on behalf of the PARTIES in all matters pertaining to the MOA and this MOA Extension.
 - B. To furnish the PARTIES a final accounting of the cost of the implementation of the VRETMRP, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the PARTIES may grant an extension of time to complete the final accounting upon agreement of the PARTIES.
 - C. To furnish monitoring data to the Regional Board and provide a copy to the PARTIES as set forth in the VRETMRP.
 - D. During the term of this MOA Extension, to act as the Lead Agency not to exceed five years for contract management and fiscal coordination in connection with the VRETMRP.
7. Obligations of the Parties as agreed on in the original MOA stay effective during the term of this MOA Extension unless modified in this MOA Extension.
8. Due to the current budget restrictions, Caltrans is unable to sign and submit payment by the due date. Therefore, the PARTIES have agreed to give Caltrans until April 15, 2012 to sign the MOA Extension and submit payment to the Lead Agency.

By the authorized signatures below the PARTIES agree to extend the existing MOA and agree to provide for equal cost sharing for the next five years of the required VRETMRP.

Signature: _____ Date: _____

[ADD SIGNATURE BLOCKS FOR OTHER PARTIES]

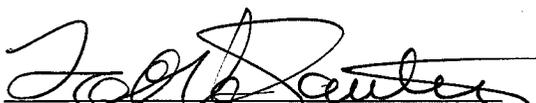
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Malcolm Dougherty
Acting Director

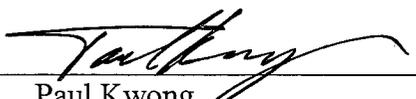
By 
Michael Miles
District Director

Date: 3/20/2012

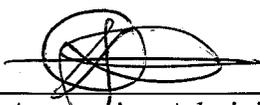
APPROVED AS TO FORM AND PROCEDURE:

By 
Attorney

CERTIFIED AS TO FUNDS:

By 
Paul Kwong
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By 
Accounting Administrator

Attachment A

Cost Sharing Distribution Table

| No. | PARTIES | Initial MOA Deposit Fiscal Year 2010 | First Withdrawal Fiscal Year 2010 | MOA Extension Deposit FY 2011 | Remaining in Trust FY 2011 | invoiced Year End FY 2011 | Ending Balance FY 2011 | Estimated Cost FY 2012 | Additional Funds Needed FY 2012 |
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| 1 | Calif Dept of Parks and Recreation Channel Coast District | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| 2 | City of Ventura | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
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| 7 | Ventura County Watershed Protection District | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.14) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| TOTAL | | \$199,999.94 | (96,504.24) | \$44,602.88 | \$148,098.58 | (83,013.92) | \$65,084.66 | \$95,777.85 | \$30,693.19 |

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Signature:  Date: 11/28/11
Richard Rozzelle, District Superintendent
California Department of Parks and Recreation
Channel Coast District

Attachment A

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Signature: Barbara Quaid Date: 12-2-11

[ADD SIGNATURE BLOCKS FOR OTHER PARTIES]

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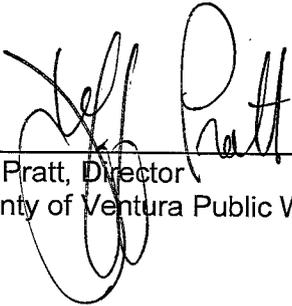
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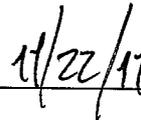
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Signature: _____


Jeff Pratt, Director
County of Ventura Public Works Agency

Date: _____



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Signature:  Date: 11/23/11
Norma Camacho, Director
Ventura County Watershed Protection District

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| 7 | Ventura County Watershed Protection District | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.14) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| TOTAL | | \$199,999.94 | (96,504.24) | \$44,602.88 | \$148,098.58 | (83,013.92) | \$65,084.66 | \$95,777.85 | \$30,693.19 |

**EXTENSION TO
MEMORANDUM OF AGREEMENT
TO PROVIDE EQUAL COST SHARING FOR VENTURA RIVER ESTUARY TRASH
MONITORING AND REPORTING PLAN**

This Extension (MOA Extension) to Memorandum of Agreement to Provide Equal Cost Sharing for Ventura River Estuary Trash Monitoring and Reporting Plan (MOA) is entered into effective December 15, 2011, among the following entities: City of Ventura, California Department of Parks and Recreation Channel Coast District, California Department of Transportation (Caltrans), Ventura County Fairgrounds, County of Ventura, the Ventura County Watershed Protection District (VCWPD), and Participants in the Ventura County Agricultural Irrigated Lands Group (VCAILG), a subdivision of the Farm Bureau of Ventura County (collectively referred to as the "PARTIES").

RECITALS

WHEREAS, the term of the MOA is currently set to expire on December 14, 2011; and

WHEREAS, the PARTIES desire to continue their support for the Ventura River Estuary Trash Monitoring and Reporting Plan (VREMTP) by extending the term of the MOA for an additional five (5) years; and

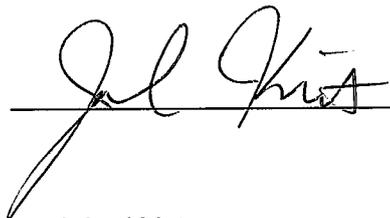
WHEREAS, the MOA provides that no addition to, alteration of, or variation of the terms of the MOA shall be valid unless made in writing and signed and approved by all PARTIES.

THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed that:

1. The PARTIES agree to extend the existing MOA for 5 years commencing on December 15, 2011 and ending on December 15, 2016.
2. The PARTIES agree to actively support the efforts of the VRETMRP during the term of this MOA Extension by funding *equal contributions* of the total cost of the implementation of the VRETMRP, which shall not exceed \$110,000.00 (one hundred and ten thousand dollars) per year for the VRETMRP related activities. The total cost of the VRETMRP implementation will include a five (5) percent administration fee to the Lead Agency.
3. The PARTIES agree to carry over a balance of \$9,297.81 from the existing MOA to cover a portion of the next year (December 15, 2011 through December 15, 2012), as shown in Attachment A.
4. Each of the PARTIES agrees to submit payment of \$4,384.74 within 90 calendar days of receipt of the invoice from the Lead Agency to fund VRETMRP implementation efforts through December 15, 2012.
5. Annually, each of the PARTIES agrees to submit payment of the amount agreed on by all parties on annual basis to fund future VRETMRP implementation efforts. Each payment will be made within 90 calendar days of receipt of the invoice from the Lead Agency.

6. Each of the PARTIES agrees that County of Ventura is substituted for VCWPD as the Lead Agency of the PARTIES. The County of Ventura agrees:
 - A. To award a contract for consultant services to implement the VRETMRP during the term of this MOA Extension, to execute and administer the contract, and to act on behalf of the PARTIES in all matters pertaining to the MOA and this MOA Extension.
 - B. To furnish the PARTIES a final accounting of the cost of the implementation of the VRETMRP, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the PARTIES may grant an extension of time to complete the final accounting upon agreement of the PARTIES.
 - C. To furnish monitoring data to the Regional Board and provide a copy to the PARTIES as set forth in the VRETMRP.
 - D. During the term of this MOA Extension, to act as the Lead Agency not to exceed five years for contract management and fiscal coordination in connection with the VRETMRP.
7. Obligations of the Parties as agreed on in the original MOA stay effective during the term of this MOA Extension unless modified in this MOA Extension.
8. Due to the current budget restrictions, Caltrans is unable to sign and submit payment by the due date. Therefore, the PARTIES have agreed to give Caltrans until April 15, 2012 to sign the MOA Extension and submit payment to the Lead Agency.

By the authorized signatures below the PARTIES agree to extend the existing MOA and agree to provide for equal cost sharing for the next five years of the required VRETMRP.

Signature:  Date: 11/21/11

John Krist
Chief Executive Officer
Farm Bureau of Ventura County

**EXTENSION TO
MEMORANDUM OF AGREEMENT
TO PROVIDE EQUAL COST SHARING FOR VENTURA RIVER ESTUARY TRASH
MONITORING AND REPORTING PLAN**

This Extension (MOA Extension) to Memorandum of Agreement to Provide Equal Cost Sharing for Ventura River Estuary Trash Monitoring and Reporting Plan (MOA) is entered into effective December 15, 2011, among the following entities: City of Ventura, California Department of Parks and Recreation Channel Coast District, California Department of Transportation (Caltrans), Ventura County Fairgrounds, County of Ventura, the Ventura County Watershed Protection District (VCWPD), and Participants in the Ventura County Agricultural Irrigated Lands Group (VCAILG), a subdivision of the Farm Bureau of Ventura County (collectively referred to as the "PARTIES").

RECITALS

WHEREAS, the term of the MOA is currently set to expire on December 14, 2011; and

WHEREAS, the PARTIES desire to continue their support for the Ventura River Estuary Trash Monitoring and Reporting Plan (VRETMTP) by extending the term of the MOA for an additional five (5) years; and

WHEREAS, the MOA provides that no addition to, alteration of, or variation of the terms of the MOA shall be valid unless made in writing and signed and approved by all PARTIES.

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By the authorized signatures below the PARTIES agree to extend the existing MOA and agree to provide for equal cost sharing for the next five years of the required VRETMRP.

[ADD SIGNATURE BLOCKS FOR OTHER PARTIES]

Signature: Mali Covarrubias Plesky Date: 11-21-2011
for City Manager
City of San Buenaventura (Ventura)

Attachment A

Cost Sharing Distribution Table

| No. | PARTIES | Initial MOA Deposit Fiscal Year 2010 | First Withdrawal Fiscal Year 2010 | MOA Extension Deposit FY 2011 | Remaining in Trust FY 2011 | Invoiced Year End FY 2011 | Ending Balance FY 2011 | Estimated Cost FY 2012 | Additional Funds Needed FY 2012 |
|--------------|---|--------------------------------------|-----------------------------------|-------------------------------|----------------------------|---------------------------|------------------------|------------------------|---------------------------------|
| 1 | Calif Dept of Parks and Recreation Channel Coast District | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| 2 | City of Ventura | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| 3 | Farm Bureau of Ventura County | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| 4 | Ventura County Fairgrounds | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
| 5 | California Department of Transportation (Caltrans) | \$28,571.42 | (13,786.32) | \$6,371.84 | \$21,156.94 | (11,859.13) | \$9,297.81 | \$13,682.55 | \$4,384.74 |
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| TOTAL | | \$199,999.94 | (96,504.24) | \$44,602.88 | \$148,098.58 | (83,013.92) | \$65,084.66 | \$95,777.85 | \$30,693.19 |

WATERSHED PROTECTION DISTRICT

RECEIVED

WATERSHED PROTECTION DIST.
DEC 09 2011
RECEIVED

2-2-11