

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
January 13, 2015
4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION – (Please see Page 6 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation to Oxnard Police Activities League (PAL) Boys Soccer Team for winning the 2014 Coast Soccer League Gold Division Boys U13 Champions.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: www.ci.oxnard.ca.us.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS – 6:15 P.M.

Housing Department

1. **SUBJECT:** Extremely-Low to Low-Income Needs Assessment – FY 2015-2016 Annual Action Plan. (001)
RECOMMENDATION: Conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness.
Legislative Body: CC Contact: Juliette Dang Phone: 385-7493

J. APPOINTMENT ITEMS – 6:30 P.M.

City Manager Department

1. SUBJECT: Update on City of Oxnard General Fund Financial Position. (009)
RECOMMENDATION: Receive a report on the General Fund's financial position as part of the Organizational Assessment (Oxnard 2020) by Management Partners.
 Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

K. REPORTS

Finance Department

1. **SUBJECT:** Annual Report for Development, Connection and Improvement Fees for the Year Ended June 30, 2014. (021)
RECOMMENDATION: Receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2014 in accordance with Government Code Section 66006.
Legislative Body: CC Contact: Marichu Maramba Phone: 385-7475

Utilities Department

2. SUBJECT: Full Advanced Treatment Recycled Water Management and Use Agreement. (033)
RECOMMENDATION: Approve and authorize the Mayor to execute the Full Advanced Treatment Recycled Water Management and Use Agreement between the City of Oxnard and United Water Conservation District, Pleasant Valley County Water District, Houweling Nurseries, Southland Sod, and Reiter Affiliated Companies (A-7651).
 Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

3. SUBJECT: First Amendment to Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2. (095)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Agreement with Jensen Design and Survey, Inc. (A-7669) in an amount not to exceed \$1,775,415 to execute all engineering and design tasks related to Phase 2 services for the Hueneme Road Recycled Water Pipeline Phase 2, which will bring the total authorization for Agreement to \$2,948,499.

Legislative Body: CC

Contact: Jay Duncan

Phone: 385-8387

4. SUBJECT: Mitigated Negative Declaration for Groundwater Enhancement Recovery and Treatment (GREAT) Program. (131)

RECOMMENDATION: Adopt a resolution approving a Mitigated Negative Declaration regarding the ongoing implementation of the Groundwater Recovery Enhancement and Treatment Program (Phase 1).

Legislative Body: CC

Contact: Jay Duncan

Phone: 385-8387

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

M. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

O. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 2, 2014 and Minutes of the Special Meeting of the Oxnard City Council for November 25, 2014 and December 3, 2014. (199)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (211)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (215)
RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.

Legislative Body: CC

Contact: Matthew Winegar

Phone: 385-7868

Fire Department

4. SUBJECT: Recognize and Appropriate Grant Revenues for the 2014 State Homeland Security Grants Awards. (217)

RECOMMENDATION: 1) Recognize \$217,650 in grant revenue from the State Homeland Security Grants Program (SHSGP); and 2) Approve budget appropriations in the amounts of \$75,000 to Regional Urban Search and Rescue (USAR) Equipment, \$20,000 to Regional Listos training, \$75,000 to Regional Hazmat Task Force, \$38,650 to Emergency Operations Center (EOC) Maintenance, and \$9,000 to Oxnard Fire CERT Training.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

5. SUBJECT: Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant. (225)

RECOMMENDATION: 1) Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and; 2) Authorize the Finance Director to appropriate grant award and perform all other required financial actions, and; 3) The Fire Chief or designee to submit non-financial reports.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

Housing Department

6. SUBJECT: Restructuring of Commission on Homelessness. (229)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.
 Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

Human Resources Department

7. SUBJECT: Amending Personnel Rules and Regulations and Position Control Resolutions. (235)
RECOMMENDATION: 1) Authorize the Mayor to execute an amendment to Resolution No. 14,667 authorizing the addition of three full-time equivalent positions to include the Economic Development Director, General Services Director and Utilities Director and deleting the Redevelopment Services Manager, Maintenance Services Manager and the Public Works Director; 2) Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of Economic Development Director, General Services Director, and Utilities Director; and 3) Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of City Attorney and Housing Director.
- Legislative Body: CC Contact: Ann Goodrich Phone: 385-7596

Library Department

8. SUBJECT: Second Reading of Ordinance No. 2888 for Public Library Rules of Conduct and Exclusion Process. (245)
RECOMMENDATION: Second reading and adoption.
 Legislative Body: CC Contact: Barbara Murray Phone: 385-7527

Utilities Department

9. SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update. (253)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement for professional services with PEI (A-7723) for a four year term in an amount not to exceed \$451,740 for the PMS Update; and 2) Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387
10. SUBJECT: Agreement for Developing Green Alleys Program. (296)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC/SA (Government Code section 54956.9 (d)(1))

Name of case: Audrey Ramirez; et al. v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2012-00427361-CU-EI-VTA

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

CC Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of California Government Code section 54956.9 in one potential case, Claimant: Jose and Enedina Rivera, City of Oxnard Claim No. 2014-0152.

The City Manager and the Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Potential Litigation. The purpose of the closed session is for the City Council to consider the claim of Jose and Enedina Rivera and to provide direction to the City Manager and the Interim City Attorney.

T. ADJOURNMENT

Meeting Date: 1/13/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s).	☐ Report
☐ Res. No(s).	☐ Public Hearing (Info/consent)
☐ Other	☒ Other Public Hearing

Prepared By: JD Juliette Dang

Agenda Item No. F-1

Reviewed By: City Manager SM

City Attorney SMF

Finance g.v.

Other: (Specify)

DATE: December 22, 2014

TO: City Council

FROM: Carrie Sabatini, Interim Housing Director CS

SUBJECT: Extremely-Low to Low-Income Needs Assessment – FY 2015-2016 Annual Action Plan

RECOMMENDATION

That the City Council conduct a first public hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons, residing in the City of Oxnard, for affordable housing, community development and homelessness.

DISCUSSION

Background

On June 11, 2013, the City Council adopted the 2013-2018 Consolidated Plan (Plan), as required by the U.S. Department of Housing and Urban Development (HUD), for submission of goals for HUD's community planning and development, as well as housing and homelessness programs. The Plan, approved by HUD in August 2013, serves as: (1) a planning document for comprehensive housing affordability strategies, ending homelessness strategies, and community development planning for the City; and (2) an application for funding under the Community Planning and Development formula grant programs, which consist of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (HESG).

In addition, for each year of the Plan's existence, the City must submit an Annual Action Plan (Annual Plan), which is also the annual application for the three entitlement grants. The City is required to submit the FY 2015-2016 Annual Plan to HUD 45 days (or May 15, 2015), before the new fiscal year which will begin on July 1, 2015 and end on June 30, 2016.

HUD's Formula Grant Programs

The City had been receiving community and development CDBG funding for approximately 40 years, since 1975; HOME funding for approximately 23 years, since 1992; and Emergency Solutions Grant (HESG which replaced Emergency Shelter Grant) funding for approximately 25 years, since 1990. HUD Formula Grant Programs (Attachment 2) is a five-year grant allocations summary.

The City has used the CDBG funds for neighborhood street improvements, park improvements, code enforcement, public facility improvements, homeownership assistance, mobilehome replacements, housing rehabilitation, and public service activities targeted to low-income persons. HOME funding has assisted low and moderate-income families with first-time home buyer down-payment assistance, with the rehabilitation of single-family homes and mobilehomes, and with the construction of new housing units for sale or for rent through the partnerships with several Community Housing Development Organizations (CHDO's).

HESG funding has provided funding for homeless prevention, rapid re-housing, and the operation of emergency shelters.

Citizen Participation Process

On October 1994, the City adopted a Citizen Participation Plan (CPP), which was updated in July 2000 (Attachment 3). The CPP encourages citizens to participate in the development of both the Consolidated and the Annual Action Plan. The City will conduct two public hearings and one mandatory pre-application workshop as mentioned in the Notice of Public Hearing (Attachment 1):

- January 13, 2015: The purpose of first public hearing is to receive inputs from individuals, organizations on unmet housing, homelessness and community development needs.
- January 20, 2015: Mandatory pre-application workshop for potential applicants.
- April 7, 2015: The purpose of the second public hearing is to obtain Council directions on priorities for the use of funds related to CDBG, HOME and ESG grants.

FINANCIAL IMPACT

There is no financial impact to conducting the public hearing.

Attachment 1 - Notice of Public Hearing

Attachment 2 - HUD Formula Grant Programs

Attachment 3 - Citizen Participation Plan

CITY OF OXNARD
Notice of Public Hearing
Unmet Needs of Low-Income Persons Related to Affordable Housing, Homelessness, Public
Facilities and Improvements, Public Services and Economic Development
January 13, 2015 at 6:00 p.m. and thereafter

Notice is hereby given that the Oxnard City Council will conduct a public hearing on **Tuesday, January 13, 2015, at 6:00p.m.**, or as soon thereafter as the matter may be heard, in the **Council Chambers, 305 West Third Street, Oxnard, California.**

Notice is hereby further given that the purpose of the public hearing is to receive input on the housing , homelessness, public facilities and improvements, public services and/or economic development unmet needs of extremely low- to low-income persons residing in the City of Oxnard, which are not currently being addressed by the City or local agencies and organizations. Presentations may be made by local agencies, organizations and individuals on proposed or current projects to satisfy those needs. Topics which may be addressed include: affordable housing; homelessness; transitional and permanent housing for homeless persons/households or those who are at risk of becoming homeless; public facilities; infrastructure improvements; public services; disabled accessibility; economic development; or other community development needs.

Comments about these and other related issues will be used in the preparation of the City's Fiscal Year 2015-2016 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan is the third annual plan component of the Consolidated Plan for FYs 2013-2018. HUD requires the submission of an Annual Action Plan prior to the release of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (HESG) grant monies to fund local projects starting on July 1, 2015.

The City applied for and received \$2,145,231 in CDBG, \$638,502 in HOME and \$177,570 in HESG funds for the fiscal year 2014-2015, but has anticipated a reduction in allocation of the three entitlement grants for the next cycle. CDBG funds may be utilized for affordable housing, economic development, public facilities and improvements, public services (limited to 15% of the grant amount), planning and general administration (limited to 20%). HOME funds may be utilized to increase the supply of affordable housing for low-income persons, or to assist low-income families to purchase housing. Eligible projects for administration (limited to 10% of the grant amount), acquisition, new construction, first-time homebuyer assistance, rehabilitation of housing units, and tenant-based rental assistance. HESG funds may be utilized for street outreach, emergency shelter, homelessness prevention, rapid rehousing assistance, homeless management information system (HMIS) and administrative costs (limited to 7.5% of the grant amount).

Please note the following important dates for the preparation of FY 2015-2016 Annual Action Plan as follows:

January 13, 2015: First Public Hearing related to Needs Assessments for FY 2015-2016 Annual Action Plan at City Council Chambers

January 20, 2015: Mandatory pre-application meeting for all potential applicants at Oxnard Main Library, Room B. Detailed information will be posted to the website, when available.

February 23, 2015: Projects funding applications are due to Grants Management Division

April 7, 2015: Second public hearing related to priorities and needs determination and funding recommendation of CDBG, HOME and HESG projects at City Council Chambers

May 5, 2015: Third public hearing if needed.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Juliette Dang, Grants Coordinator, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030



CIUDAD DE OXNARD

Aviso de Audiencia Pública

Necesidades insatisfechas de personas de bajos ingresos relacionadas a la vivienda asequible, la indigencia, las instalaciones públicas y su mejoramiento, Servicios Públicos y desarrollo económico 13 de enero de 2015 a las 6:00 p.m. y posteriormente

Con el presente se da aviso que el consejo de la Ciudad de Oxnard llevará a cabo una audiencia pública el **martes, 13 de enero de 2015 a las 6:00 p.m.**, o, posteriormente, tan pronto como el asunto se pueda escuchar **en la sala del Concejo, en 305 West Third Street, Oxnard, California.**

Se hace saber, además, que el propósito principal de la audiencia pública es el de recibir la aportación del público sobre el tema de necesidades insatisfechas de personas de bajos y muy bajos recursos en cuanto a vivienda, indigencia, instalaciones públicas y su mejoramiento, servicios públicos y el desarrollo económico en la Ciudad de Oxnard, los cuales actualmente no están siendo atendidas por la Ciudad ni por agencias y organizaciones locales. Podrá haber presentaciones por agencias, organizaciones o individuos locales acerca de proyectos actuales o propuestos para satisfacer esas necesidades. Los temas que se pueden tratar incluyen: vivienda asequible; la indigencia; vivienda transitoria y permanente para los desamparados o aquellos que corren el riesgo de quedar sin hogar; instalaciones públicas; mejoramiento a la infraestructura; servicios públicos; accesibilidad para los discapacitados; desarrollo económico; u otras necesidades de desarrollo comunitario.

Los comentarios sobre éstas y otras cuestiones relacionadas se usarán en la preparación del Plan de Acción Anual de la Ciudad de Oxnard, Año Fiscal 2015-2016, como lo requiere el Departamento (Ministerio) estadounidense de Vivienda y Desarrollo Urbano (HUD por sus siglas en inglés). Este Plan de Acción Anual es el tercer componente del Plan Consolidado para el año fiscal 2013-2018. HUD exige la presentación de un Plan de Acción Anual antes de liberar los fondos del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG), la ley de Colaboración en la Inversión HOME, y el Programa de Subvenciones para Soluciones de Emergencias (HESG) para financiar proyectos locales a partir del 1º de julio de 2015.

La Ciudad solicitó y recibió \$2,145,231 en fondos de CDBG, \$638,502 de HOME y \$177,570 en fondos de HESG para el año fiscal 2014-2015, pero se prevé una reducción en la asignación para las tres subvenciones para el próximo ciclo. Los fondos de CDBG pueden ser utilizados para vivienda asequible, desarrollo económico, instalaciones públicas y su mejoramiento, y servicios públicos (límite de 15% del monto de la subvención), planificación y administración general (límite de 20%). Los fondos de HOME pueden ser utilizados para aumentar el suministro de vivienda asequible para las personas de bajos ingresos o para ayudar a familias de bajos ingresos a comprar vivienda. Proyectos elegibles para administración (límite de 10% del monto de la subvención), adquisición, construcción nueva, ayuda para el comprador de vivienda primerizo, rehabilitación de viviendas, y asistencia con la renta tomando en cuenta a los inquilinos. Los fondos de HESG pueden ser utilizados para acercamiento a personas viviendo en las calles, refugio de emergencia, prevención de indigencia, asistencia rápida de realojamiento y sistema de información para el manejo de Indigentes (HMIS) y costos administrativos (límite de 7.5% del monto de la subvención).

Por favor, tome nota de fechas importantes para la preparación del Plan de Acción Anual Año Fiscal 2015-2016:

- 13 de enero de 2015:** Primera Audiencia Pública relacionada con la Evaluación de Necesidades para el Plan de Acción Anual Año Fiscal 2014-15 en la Sala del Consejo de la Ciudad.
- 20 de enero de 2015:** Reunión obligatoria previa a la solicitud para todos los solicitantes potenciales que se llevará a cabo en la biblioteca principal de Oxnard. Información detallada se publicará en el sitio web en cuanto esté disponible.
- 23 de febrero de 2015:** Fecha límite para presentar solicitudes de financiación de proyectos en la Gerencia de Subvenciones.
- 7 de abril de 2015:** Segunda audiencia pública relacionada con la Evaluación de Necesidades y de las Recomendaciones de Financiamiento para Proyectos de CDBG, HOME y HESG en la Sala del Concejo de la Ciudad.
- 05 de mayo de 2015:** Tercera audiencia pública relacionada con las Recomendaciones de Financiamiento para Proyectos de CDBG, HOME y HESG.

Si planea asistir a esta audiencia, le sugerimos que llame a las Oficina de la Secretaría Municipal al (805) 385-7803 el jueves anterior a la audiencia para confirmar que no ha habido cambio a la fecha de la audiencia. Las personas con discapacidad que requieran ayuda especial para participar en la audiencia o quien necesite servicios de intérprete, deben comunicarse con la Oficina de Secretaría Municipal por lo menos 72 horas antes de la junta. Para más información comuníquese con Juliette Dang al (805) 385-7493

Comentarios por escrito deben presentarse ante:
City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

**HUD FORMULA GRANT PROGRAMS
FIVE-YEAR ENTITLEMENT SUMMARY**

	2011	2012	2013	2014	2015*
Community Development Block Grant (CDBG)	\$2,472,356	\$2,063,138	\$2,185,785	\$2,145,231	\$1,930,707
HOME Investment Partnerships Act (HOME)	\$1,012,662	\$667,268	\$646,077	\$638,502	\$574,651
Emergency Solutions Grant (ESG)	\$187,486	\$214,100	\$150,512	\$177,570	\$159,813
Total	\$3,672,504	\$2,944,506	\$2,982,374	\$2,961,303	\$2,665,171

Note: *Estimated Amounts Only

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.

- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.

- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.



Meeting Date: 01 / 13/ 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Appointment Item

Prepared By: Greg Nyhoff, City Manager Agenda Item No. 5-1

Reviewed By: City Manager [Signature] City Attorney JBB Finance J.C Other _____

DATE: January 6, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: Update on City of Oxnard General Fund Financial Position

RECOMMENDATION

That City Council receive a report on the General Fund's financial position as part of the Organizational Assessment (Oxnard 2020) by Management Partners.

DISCUSSION

On September 30, 2014 City Council authorized the City Manager to engage Management Partners to conduct a comprehensive organizational analysis and assessment of the City of Oxnard. The attached report represents an update of the City's General Fund financial position, prepared by Bob Dies and Andy Belknap of Management Partners.

Management Partners is nearing the conclusion of Phase 1 of the Organizational Assessment and we plan to present the results to City Council in late March of this year.

FINANCIAL IMPACT

The report on the financial position of the General Fund will identify financial concerns and opportunities that will provide a basis for future budget discussions.

Attachment #1 - Update on the City of Oxnard General Fund Financial Position, prepared by
Management Partners



To: Greg Nyhoff, City Manager

From: Andy Belknap, Regional Vice President
Bob Deis, Special Advisor

Subject: City of Oxnard's General Fund Financial Position

Date: January 6, 2015

Summary

As a result of our review of the City's budgeting and financial practices, and a more in-depth review of the actual financial position of the City's General Fund, we believe Oxnard has, at minimum a \$2.9 million structural deficit. This will need to be addressed as part of next year's budget process. The size of that deficit is about 2.7% of projected General Fund expenditures. It appears that the deficit amount is mainly a function of past incremental policy and budget choices that have not been fully vetted together until now.

This structural deficit for all practical purposes will increase once the City takes into account its deferred maintenance and capital needs for computers and related systems, as well as vehicle replacements and repairs and maintenance to facilities, streets, and parks. It appears these items have not been brought to the fore in the budget process for some time. There are real effects to services when tools such as computers and vehicles are not replaced. Once these additional items are taken into account the deficit could easily double or triple.

Upon reading this memorandum, the natural inclination is to be surprised and perhaps to attribute blame to an individual or group of people. However, as you will see in the comprehensive report for Phase 1 of the organizational assessment due this spring, there has been an evolving City culture that contributed to the current situation. The components of this organizational dysfunction included the City Manager's Office (CMO) withdrawing from purposeful management and leadership of the City, which created a situation in which difficult decisions were avoided, full disclosure of financial information did not happen, and professional development, leadership, and accountability were not valued and reinforced in the City.

ATTACHMENT 1
PAGE 1 OF 10

Discussion

As you know, as a result of various discoveries during your first few months of employment in Oxnard, you recommended and the City Council concurred with the initiation of an organization-wide assessment of the City. Management Partners is nearing the conclusion of Phase 1 of this assessment and we plan to present the results to you in late March of this year.

During our initial review of City documents e.g. the City's Budget and Comprehensive Annual Financial Report (CAFR), we shared concerns about the evolving financial position of the City's General Fund. Concurrently, you were inquiring about various aspects of the City's budget as well. As a result, you asked us to conduct a more in-depth inquiry into the City's actual financial position, for this year and next. While our project proposal was geared toward evaluating the City's overall financial management practices, we did not plan to assess and estimate the financial position of the City over two years. We did not audit your books. However, we worked very closely with your Chief Financial Officer (CFO) Jim Cameron, and are now reporting our initial observations.

Table 1 (see below) depicts our best estimate of the General Fund's financial position by the close of this fiscal year. We have included similar information for the Public Safety Retirement Fund below (see Table 2) because it augments the General Fund. In fact, that fund reflects the proceeds from a special property tax levy that is earmarked towards covering the CalPERS costs for Police and Fire staff that is tracked in the General Fund. Only General Fund Public Safety staff charge their CalPERS costs to this separate fund. To the extent the Public Safety Retirement Fund cannot keep pace with the CalPERS cost increases, the General Fund will have to make up the shortfall. Thus, these two funds are inextricably tied to one another.

Finally, it is important to note that these are projected costs, which used the first quarter of actual revenues and expenditures to project what is likely to occur during the balance of the fiscal year. Now that the mid-point in the year was just passed, the interim chief financial officer (CFO) should update these projections by late February or early March.

General Fund — Overall Observations

As Table 1 shows, we project the General Fund to be balanced from an operating perspective. Note the "Difference (Resources vs. Uses)" row that shows \$906,000. In other words, we expect that "Resources" or the sum of "Revenues and Transfers In" will exceed "Uses" or the sum of "Operating Expenditures and Transfers-Out". In fact, the projected fiscal results are within about 1% of the original budget which is very good as budgets go. However, there is a story behind these numbers that will play out in next year's FY 2015-16 budget and beyond.

Table 1. General Fund for FY 2014-15 (in millions)

	Budget	Projected	Difference
Beginning Fund Balance	Not Included	\$13.916	Not Applicable
Revenues			
Property Taxes	\$43.334	\$45.098	+ 1.764
Sales Taxes	27.619	28.628	+ 1.009
Other Taxes/Fees	13.481	13.925	+ .444
Charges for Services	7.555	6.975	- .580
Misc. Revenues	9.601	8.693	- .908
Total Revenues	\$101,590	\$103.319	\$ 1.729
Transfers In	11.673	11.673	0
Total Resources	\$113.263	\$114.992	\$ 1.729
Expenditures			
General Government	\$10.909	\$10.905	+ .004
Public Safety	65.858	66.322	- .464
Public Works	1.135	1.233	- .098
Community Development	8.493	8.374	+ .119
Culture and Recreation	19.873	19.425	+ .448
Operating Expenses	\$106.268	\$106.259	+ .009
Transfers Out and Debt	6.995	7.827	- .832
Total Uses	\$113.263	\$114.086	- .823
Difference (Resources vs. Uses)	0	.906	+ .906
Ending Fund Balance	Not Included	\$14.822	Not Applicable

General Fund Revenues

Reviewing the "Difference" column between budget and what is projected, shows positive variances in Property Taxes (+\$1.764 million) and Sales Taxes (+\$1.009 million). The Property Tax increase is largely due to pass-through amounts (\$1.4 million) from the dissolution of the redevelopment agency. These typically were not budgeted, but staff now believes it is reliable to budget in future years.

Also, there was a one-time revenue increase (\$1.4 million) due to the state's "Triple Flip" program that is winding down next year. This is where the state borrowed money to address their operating deficit and traded their property tax for a portion of our sales tax. This will be gradually unwound over two years. In fact, as this memorandum was being prepared, new information about this program suggests the City needs to closely monitor it, as there may be

even more increases in the near term. This will be a timing issue only, as the Triple Flip unwinding will produce more revenues earlier and be commensurately reduced later.

There is also a positive variance in "Other Taxes and Fees," which is primarily related to increased revenues from hotels. However there are significant negative variances in "Charges for Services" (negative \$580,000) and "Miscellaneous Revenues" (negative \$908,000) which is arguably due to aggressive forecasting for development-related fees, parking fines, charges to other special fund projects and reimbursements/collections related to lawsuits, reimbursements to Police and Fire, etc. These sources are very hard to forecast and we are using hindsight to our advantage for this memorandum.

General Fund Expenditures and Other Uses

These revenue increases are very fortuitous given the City also incurred unbudgeted expenses. The primary reasons for potential budget overruns can be found in the "Public Safety" category (negative \$464,000), the "Public Works" category (negative \$98,000) and the "Transfers Out & Debt" category (negative \$832,000).

First, the Public Safety overrun is primarily due to firefighters on workers' compensation leave and the resulting need to backfill to staff the stations. When a public safety employee is away from work due to a worker's compensation covered injury, the employee receives their full compensation along with preferable tax treatment while away, up to a year.

The department typically has to backfill for that employee for up to a year. The costs associated with this program are simply not budgeted in their respective department budgets, i.e., fire or police. As a result, if there are not adequate savings, generally from vacancies, the department may overrun their budget. In fact, this may be the case for fire, this year. The costs associated with the above activities are greater than the actual budget overruns because there are savings from staff vacancies that reduce the cost impact. The Public Works projected overrun is due to staff not charging as much of their time to special funds as originally expected when the budget was formulated.

Table 1 also shows that the Transfers Out and Debt category is projected to exceed its budget by \$823,000 for this year. This is related to the supplemental retirement Public Agency Retirement Services (PARS) program that was designed to increase non-safety retirement benefits to reach the 3% at 60 benefit formula. While this is a real cost, the City departments did not budget and were not being charged the full annual required contribution (ARC) as determined by the actuary for that program. This is Finance's estimated cost to catch up for this year. This program's costs to the City are expected to increase over time and should be evaluated in the near future.

Finally, the above General Fund forecast assumes the City's 30 vacant positions included in the budget will not be filled. To the extent that these positions are filled in this fiscal year, it will reduce the \$906,000 estimated increase in Fund Balance.

Public Safety Retirement Fund—A Silent But Growing Problem

As mentioned earlier, the Public Safety Retirement Fund is inextricably tied to the General Fund. This is the fund that pays for CalPERS costs associated with General Fund public safety staff. It is our understanding that Measure O Public Safety staff is charging their CalPERS costs to that fund.

As Table 2 shows, the current budget is arguably out of balance. It does not include beginning or ending fund balances in the budget document and expenditures exceed revenues. This is highly unusual, because it excludes the accounting for resources that are in each fund. It also tends to mask the reality of a deficit budget, such as this year.

Table 2. Public Safety Retirement Fund for FY 2014-15 (in millions)

	Budget	Projection	Difference
Beginning Fund Balance	Not Included	\$ 3.024	Not Applicable
Revenues	\$12.000	\$13.561	\$+1.561
Expenditures			
Police	\$12.017	\$11.489	\$+ 0.528
Fire	5.086	4.297	\$ + 0.789
Total Operating Expenses	\$17.103	\$15.786	\$+1.317
Difference	-\$5.103	-\$2.225	\$+2.878
Ending Fund Balance	Not Included	\$.799	Not Applicable

The General Fund salaries budget is actually reduced in fire and police by an expected salary savings figure for vacancies throughout the year. However, the Public Safety Retirement Fund's appropriations were not reduced by a like amount. This was an oversight. However, as the Projection column shows, after adjusting for expected vacancies, the Public Safety Retirement Fund will be heavily relying on Fund Balance to balance its operating position. In fact, this has been the case over the past few years. As a result, by the close of the fiscal year, the Public Safety Retirement Fund balance, estimated at just \$799,000 at the end of this year, will be almost depleted. However at the same time, the CalPERS rates are expected to increase in the foreseeable future. Thus, the General Fund will have to make up the difference next year. This will be explained below.

How is General Fund Fiscal Year 2015-16 Shaping Up?

Unfortunately, while FY 2015-16 appears on the surface to be in good shape financially, the cost trends suggest there will be a General Fund structural deficit that will require major cuts in the ongoing operating costs of the General Fund. The biggest reason is due to the condition of Public Safety Retirement Fund and how it has been budgeted up to now. This situation is described in Table 3.

Table 3. General Fund for Fiscal Year 2015-16 (in millions)

FY 2014-15 Projected Resources		\$114.992
Projected Increases in Revenues (FY 2015-16)		\$3.562
Total Projected Resources (FY 2015-16)		\$118.554
Total Projected Uses (Base Budget FY 2014-15)		\$113.263
Adjustments for FY 2015-16		
Contribution to Public Safety Retirement Fund	2.800	
CalPERS Increases for Non-Safety	0.400	
Increased Costs For PARS	1.300	
Accrued Leave Payouts	0.700	
Fire Costs to Backfill For Workers Comp.	0.500	
OMMA 3% COLA	0.250	
Possible Step Increases	1.100	
Other Payroll Increases	1.100	
Subtotal		\$ 8.150
Total Projected Uses for FY 2015-16		\$121.413
Potential Shortfall for FY 2015-16		\$ - 2.859

Details and Assumptions for Fiscal Year 2015-16 Forecast

The CFO started with this year's projected revenues (\$114.992 million) and estimated increases for next year (\$3.562 million). Again, this may be affected by the unwinding of the state's Triple Flip program that is evolving as this memorandum was written.

With respect to "Uses" or expenditures, the CFO started with the current budget as a base. We (the CFO and Management Partners) then jointly itemized "Adjustments" for things that will likely need to be addressed for next year's budget. These represent items that are not addressed in this year's budget, but need to be addressed next year. Since we are using this year's budget as a starting point in developing funding needs for next year, it assumes the approximately 30 vacant positions discussed earlier will be filled next year. The rationale for each of the adjustments are discussed below.

Explanation for Adjustments for FY 2015-16

Contribution to Public Safety Retirement Fund

The \$2.8 million contribution to the Public Safety Retirement Fund is directly related to the fact that the property tax source is not keeping pace with the large increases in CalPERS rates for public safety employees. This fund has been operating at a deficit for some time and the fund balance will be almost depleted by the close of this fiscal year. To the extent the City uses one time funds, the remaining fund balance for FY 2015-16 (\$799,000), next year's shortfall can be reduced by that amount, but in subsequent years it will increase by this amount and more. If the rate of increases in CalPERS costs is compared to the expected growth in property taxes in this fund, the gap is likely to widen for the next five years at least.

CalPERS Increases for Non-Safety Staff

CalPERS's rates are increasing for non-safety staff. The estimated General Fund impact for next year is \$400,000.

Increased Costs for PARS

As mentioned earlier, the PARS program costs are also increasing dramatically over time. Furthermore, there was an oversight between human resources and finance that caused the current budget to understate the actuarially determined annual required contribution (ARC). Next year's costs need to increase by \$1.3 million to reflect the full costs of the ARC program.

Accrued Leave Payouts

Given the generous City practice on leave sell-backs, the General Fund is experiencing an increasing trend (\$700,000 more than budgeted) which now means this benefit now costs \$3.3 million a year for the General Fund.

Fire Costs to Backfill for Workers Compensation

As mentioned earlier, the City has a practice of not budgeting the backfill costs associated with workers' compensation claims for safety employees. This is particularly acute in the Fire Department. Until the City implements changes to this program, we recommend the City plan to increase appropriations by \$500,000.

Oxnard Middle Managers Association Three Percent Cost of Living Adjustment (COLA)

The City is currently in negotiations with the Oxnard Middle Managers Association (OMMA). There has been an offer of a 3% COLA for this group. The cost is approximately \$250,000.

Possible Merit/Step Increases

It is our understanding that some employee groups have not had merit/step increases for years. While this is obviously a management and policy issue, at some time the City is going to have to join the balance of the labor market and begin granting these raises again. Otherwise the City risks losing step with the market. To do so, would cost an estimated \$1.1 million on an annualized basis. This is a basic employment practice that is used by most local governments and it is our understanding the City has agreed to "turn this back on" for some groups and will eventually have to for the balance of the employee groups for internal equity purposes. The estimate of \$1.1 million is for all employee groups, per the CFO.

Other Payroll Increases

Finally, the City has a practice of budgeting all vacant positions at Step A in the pay range. However, if the departments are successful at hiring an experienced or sought after employee from another organization, the potential employee often is not willing to come to the City unless they start higher in the pay range. This is reality in the current labor market, particularly for positions in high demand. As result, the budget is typically understated for these positions. Given this, we believe the City should change its practice and budget for the middle of the pay

range. Some employees will be started above the mid-point while others will start below. It typically balances out in the end.

Additionally, when the budget is formulated, finance staff makes some assumptions about who will be charging their time to special funds and the General Fund. It is our understanding that finance staff eventually reconciles what the practice is compared with what they assumed at the beginning of year and then makes adjustments to the budget. This is a built-in source of error which should be reviewed.

The Hidden Budget Problem

If the above difficult news is not enough, the City needs to address its capital needs head on. They have been ignored since the Great Recession. The City stopped setting aside adequate monies to replace computers and related systems, to replace fleet vehicles, to repair and replace facilities, parks and transportation infrastructure. The Information Technology (IT) Department is on a trend to consume its entire fund balance to replace some of its systems. However this is an ongoing need. As just one example, there are approximately 300 personal computers that are well past their useful lives and need replacing. For fleet, approximately 20% percent of the fleet is over 15 years old. Many patrol cars have over 100,000 miles on them. The General Fund portion of the Capital Improvement Program (CIP) has essentially been "turned off" since the Great Recession. Yes, Measure O has helped in this regard. However, the City simply needs to start providing room in its budget for critical capital needs in this area.

It is also important to mention that we have provided no estimates for additional new COLAs for this fiscal year or next (except OMMA). We have not allocated any monies towards the Vacancy Management positions that have been carried forward from previous years. The cost for the positions in the Vacancy Management programs is probably close to \$4 million according to the CFO. We recommend the City accept the reality that there will be little chance of ever funding these positions and eliminate these positions once and for all.

Concluding Thoughts and Alignment with Organizational Assessment Work

Again, while the Phase 1 report is not due until late March, the City Manager has asked for preliminary recommendations in this area to inform the FY 2015-16 budget development process. As a result, we have listed some preliminary recommendations. This list will expand before we are finished. Some of these recommendations are difficult to discuss in isolation because the balance of our assessment covers various offices and departments that contribute to the conditions identified in this memorandum.

1. The City Manager's Office (CMO) needs to be more involved in the active management of the organization, including financial management and the budget process. It appears the CMO has abdicated responsibility for understanding and managing the overall financial affairs of the City. During lean times, this puts too much pressure and

authority on the CFO to dictate policy decisions via the allocation of funds to departmental budgets and it increases the likelihood for errors. When you consider our comments below about the budget process (recommendation 4) and the limited involvement by the CMO, policy decisions are not vetted by the Council and they do not get a chance to fully understand the condition of the City. It becomes a staff-driven process

2. Department heads need to be more involved in the budget development process. In the current system they have limited involvement during budget development. This is crucial to department directors taking responsibility for budget performance. In fact, departments sometimes exceed their budgets by year-end without repercussions. There were six departments that exceeded their General Fund budgets in FY 2013-14. We think there is a tacit recognition that they can't be held accountable given the current process. This needs to change. It is also difficult to hold managers accountable for overall departmental performance given the current budget environment.
3. The City Council's budget policies mention the City will conduct multi-year financial projections for revenues and expenditures. This is a best management practice and provides a tool that would have likely identified the impending shortfalls mentioned in this memorandum. We saw forecasting of revenues but not expenditures. The CMO should be ensuring follow-through on Council policies.
4. The budget document and process needs revamping. This will take two to three years of evolving improvement to get to an exemplary level. All resources need to be included in the budget, including fund balances. We are in the process of identifying other programs that may not be included in the budget. Additionally, other best management practices are not adequately reflected in the budget such as discussions on: (1) community needs, priorities, challenges and opportunities, (2) service levels and other strategies to respond to those community factors, (3) relationship between proposed budgets and Council goals, (4) how Council budget policies are being followed, (5) policy options, and (6) explicit impacts of Council budget choices.

Simply said, the overall budget process needs to gradually convert to a policy making process where realistic goals are established given constraints, policy choices are costed-out and discussed in the open along with competing priorities. This process should be done consciously by the Council rather than implicitly by individual staff.

5. The City Council would benefit from a workshop on the City's growing retirement costs. This area is the leading cause for the structural deficit in the General Fund. This includes the long-term implications of the PARS program, CalPERS, retiree medical costs, how the use of limited benefit employees (LBEs) impacts CalPERS and other benefit costs, how compensation affects the pension liabilities, and how the new retirement reform laws (PEPRA) affect the City's costs for PARS and CalPERS. As just one example,

pension costs for non-safety employees are racing well past 30% of payroll. We believe this exceeds the labor market average.

6. The City needs to create a robust position control system. Personnel costs are the largest cost item in the budget, however there are inadequate controls on this category. The current condition is confusing to managers who are hiring staff and it reduces control of the budget throughout the year.
7. The City Council would benefit from a workshop on the structural deficits in the General Fund and Public Safety Retirement Fund so they can develop a strategy to address them. The discussion should take into account the deferred maintenance and capital replacement needs. It should also take into account the next 10 years of expected budget activity. Also, the evaluation should begin the discussion on how to address the reliance on Measure O funds for operating costs given that revenue source has a sunset date.
8. The City should revisit the vacancy management program and recognize there is little chance to fund these positions in the foreseeable future; thus these positions should be eliminated. If funding improves, the potential for adding these position should be evaluated in the overall budget process vis-à-vis other competing priorities and Council goals.
9. The City should consider moving the development services budget out of the General Fund to better isolate and track cost reimbursement for these activities. A large portion of this budget should be covered by fee for service. As work activity goes up or down, staffing levels and costs should move accordingly. While this is clearly a policy decision, many cities are allocating a portion of the costs for long-range planning towards the costs to support development in the City, thus reducing the General Fund subsidy through recovery from fees. By isolating this department in its own fund, these policy choices become more evident.

We look forward to discussing the contents of this memorandum at your Council meeting on January 13.

Meeting Date: 01/13/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: James Cameron *J.C.* Agenda Item No. *K-1*Reviewed By: City Manager *JM* City Attorney *SMF* Finance *J.C.* Other (Specify) _____

DATE: December 30, 2014

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department*James Cameron*SUBJECT: Annual Report for Development, Connection and Improvement Fees for the Year
Ended June 30, 2014**RECOMMENDATION**

That City Council receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2014 in accordance with Government Code Section 66006.

DISCUSSION

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. The park acquisition and development improvement fee, storm drain facility fee, circulation system improvement fee (traffic impact fee), capital growth fee (residential and non-residential), water system connection fee, wastewater collection connection fee, and wastewater treatment connection fee that the City of Oxnard collects, qualify as development impact fees. Therefore, these fees must comply with the above referenced Government Code section. The City of Oxnard Development Fee Annual Financial Report as of June 30, 2014 was posted with the City Clerk and on the City's web site on December 4, 2014.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee for the development of parks. This fee is a prerequisite to the issuance of a building permit per dwelling unit. The fund balance is \$399,953 of which \$337,806 has been appropriated.

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a fee for the installation of storm drain facilities. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new

subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee. The fund balance is \$7,968,105 of which \$549,038 has been appropriated.

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enable the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements. The fund balance of \$1,183,121 has been fully appropriated.

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects. Due to the issuance of bonds for the construction of the Service Center, this fund has a negative balance of \$4,767,314. Beginning with fiscal year 2014-15, departments located in the Service Center will be charged a rent to cover the annual debt service.

Capital Growth Fee – Non-residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate. As with the Capital Growth Fee – Residential, the Non-residential fund carries a negative balance of \$1,308,605. Future debt service will be covered by the rental charge to departments in the Service Center.

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection. The fund balance is \$19,624,897 of which \$7,821,839 has been appropriated.

Sewer Connection Fee

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee for improvements to the wastewater system. The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements. For all connections to the wastewater

conveyance system, the fee is determined by the size of the water meter needed to serve the facility. The combined fund balance is \$1,122,635 of which \$749,551 has been appropriated.

FINANCIAL IMPACT

The recommended actions to receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2014 have no financial impact.

Attachment 1 - The City of Oxnard Development Fee Annual Financial Report as of June 30, 2014



City of Oxnard
Development Impact Fee Annual Financial Report
as of June 30, 2014

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. City of Oxnard fees that fall under this requirement are:

- Park Acquisition and Development Improvement Fee,
- Storm Drain Facility Fee,
- Circulation System Improvement Fee (Traffic Impact Fee),
- Capital Growth Fee (Residential and Non-Residential),
- Water System Connection Fee,
- Wastewater Collection Connection Fee, And Wastewater Treatment Connection Fee.

This information is scheduled for review by the Oxnard City Council at the meeting of January 13, 2014, which begins at 6:00 PM in the City Council Chambers, 305 West Third Street, Oxnard.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee which is a prerequisite to the issuance of a building permit per dwelling unit. Every person constructing a new dwelling within the City is charged a fee for each new dwelling unit.

Fund balance, July 1, 2013	\$ 375,086
Revenues	
Development and connection fees	21,200
Interest income	<u>3,667</u>
Total revenues	24,867
Expenditures	
n/a	<u>-</u>
Total expenditures	<u>-</u>
Excess of revenues over (under) expenditures	<u>24,867</u>
Net Change in fund balance	<u>24,867</u>
Fund balance, June 30, 2014	\$ 399,953
Appropriations to Current Projects	<u>337,806</u>
Available Fund Balance as of June 30, 2014	<u>\$ 62,147</u>

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a storm drain fee. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee. Excess funds due the developer are reimbursed per City of Oxnard Resolution No. 10,272. The fee is used for the installation of storm drain facilities.

Fund balance, July 1, 2013	\$ 7,736,105
Revenues	
Development and connection fees	176,983
Interest income	<u>73,487</u>
Total revenues	250,470
Expenditures	
Storm drain non program improvement project	(58,464)
Hueneme Road Widening	107,018
Pleasant Valley Widening	1,180
Tierra Vista Residence Resurfacing	<u>(31,264)</u>
Total expenditures	<u>18,470</u>
Exces of revenues over (under) expenditures	232,000
Net Change in fund balance	<u>232,000</u>
Fund balance, June 30, 2014	\$ 7,968,105
Appropriations to Current Projects	<u>549,038</u>
Available Fund Balance as of June 30, 2014	<u><u>\$ 7,419,067</u></u>

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enables the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements.

Fund balance, July 1, 2013	\$ 1,041,486
Revenues	
Development and connection fees	1,288,181
Interest income	8,449
Total revenues	<u>1,296,630</u>
Expenditures	
Circulation System capital improvement projects:	
Developer reimbursement	500,190
Fire pre-emption device	51,000
Camino Del Sol Extension	22,907
Victoria Avenue sidewalk	110,433
ITS Construction TMC & Sec 1 & 2	238,053
Highway 101/Rice interchange project	62,892
Traffic Signal Various locations	145,717
Traffic calming cut-thrus	(150)
Circulation element update	1,286
Hueneme Road improvement	<u>22,667</u>
Total expenditures	<u>1,154,995</u>
Excess of revenues over (under) expenditures	141,635
Net Change in fund balance	<u>141,635</u>
Fund balance, June 30, 2014	<u>1,183,121</u>
Appropriations to Current Projects	<u>1,183,121</u>
Available Fund Balance as of June 30, 2014	<u>\$ -</u>

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.

Fund balance, July 1, 2013	\$ (4,153,801)
Revenues	
Development and connection fees	799,055
Miscellaneous revenue	<u>66,666</u>
Total revenues	865,721
Expenditures	
Non-program improvement project	<u>139,014</u>
Total expenditures	<u>139,014</u>
Excess of revenues over (under) expenditures	726,707
Other Financing Sources & (Uses)	
Transfers in	70,038
Transfers out (to debt service fund)	<u>(1,410,258)</u>
Total other financing sources (uses)	(1,340,220)
Net Change in fund balance	<u>(613,513)</u>
Fund balance, June 30, 2014	<u><u>\$ (4,767,314)</u></u>

Note: The negative fund balance represents liability for Civic Center capital outlay.

Capital Growth Fee – Non Residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate.

Fund balance, July 1, 2013	\$ (1,057,474)
Revenues	
Development and connection fees	132,256
Miscellaneous revenue	<u>17,721</u>
Total revenues	149,977
Expenditures	
Non program capital improvement projects	<u>42,040</u>
Total expenditures	<u>42,040</u>
Excess of revenues over (under) expenditures	107,937
Other Financing Sources & (Uses)	
Transfers in	18,775
Transfers out (to debt service fund)	<u>(377,843)</u>
Total other financing sources (uses)	(359,068)
Net Change in fund balance	<u>(251,131)</u>
Fund balance, June 30, 2014	<u><u>\$ (1,308,605)</u></u>

Note: The negative fund balance represents liability for Civic Center capital outlay.

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection.

Fund balance, July 1, 2013	\$17,859,651
Revenues	
Development and connection fees	1,624,349
Interest income	<u>327,831</u>
Total revenues	1,952,180
Expenditures	
Water System connection improvement projects:	
Recycled Water Backbone	<u>186,934</u>
Total expenditures	<u>186,934</u>
Excess of revenues over (under) expenditures	1,765,246
Net Change in fund balance	<u>1,765,246</u>
Fund balance, June 30, 2014	\$19,624,897
Appropriations to Current Projects	<u>7,821,839</u>
Available Fund Balance as of June 30, 2014	<u>\$11,803,058</u>

Wastewater Treatment and Collection Connection Fees

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee. Fees are used for improvements to wastewater facilities.

The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements.

Fund balance, July 1, 2013	\$ (58,906)
Revenues	
Development and connection fees	923,638
Interest income	<u>2,370</u>
Total revenues	926,008
Expenditures	
Developer's reimbursement	230,568
Non program	<u>703,411</u>
Total expenditures	<u>933,979</u>
Excess of revenues over (under) expenditures	(7,971)
Net Change in fund balance	<u>(7,971)</u>
Fund balance, June 30, 2014	<u><u>\$ (66,877)</u></u>

(continued on next page)

For all connections to the wastewater conveyance system, the fee is determined by the size of the water meter needed to serve the facility.

Wastewater Collection

Fund Balance, July 1, 2013	\$ 2,633,239
Revenues	
Development and connection fees	299,885
Interest income	14,884
Total revenues	<u>314,769</u>
Expenditures	
Developer's reimbursement	275,361
Non program	733,584
Total expenditures	<u>1,008,945</u>
Excess of revenues over (under) expenditures	(694,176)
Net Change in fund balance	<u>(694,176)</u>
Fund balance, June 30, 2014	\$ 1,939,063
Appropriations to Current Projects	749,551
Available Fund balance as of June 30, 2014	<u>\$ 1,189,512</u>



Meeting Date: 01/13/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. K-2Reviewed By: City Manager *JM* City Attorney *SMF* Finance *JC* Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DM*
Utilities Department

SUBJECT: Full Advanced Treatment Recycled Water Management and Use Agreement No. A-7651

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Full Advanced Treatment Recycled Water Management and Use Agreement between the City of Oxnard and United Water Conservation District, Pleasant Valley County Water District, Houweling Nurseries, Southland Sod, and Reiter Affiliated Companies (Agreement No. A-7651).

DISCUSSION

The Advanced Water Purification Facility (AWPF) is undergoing its final commissioning process and is anticipated to begin full time operation by Spring 2015. The Phase 1 recycled water (RW) production capacity is 6.25 million gallons per day (mgd) or 7,000 acre-feet per year (AFY). Approximately, 1,500 AFY to 1,800 AFY of this will be delivered directly to existing customers in-lieu of potable water and to the River Ridge Golf Club. The remaining RW will be delivered to agricultural customers and to an aquifer storage and recovery (ASR) well that the City will construct this year. A pipeline is being designed to carry water to the agricultural customers and is anticipated to be completed in late 2017. In the meantime, staff is pursuing temporary use of the Calleguas Mutual Water District (CMWD) Salinity Management Pipeline (SMP). If the State permits this use, the SMP may be used for RW delivery to agricultural customers as soon as Spring 2015.

Future phases of the AWPF may expand its capacity to as much as 25 mgd or 28,000 AFY. Future uses will include: direct delivery to customers in-lieu of potable water, agricultural irrigation, direct and indirect reuse, and groundwater aquifer recharge.

SUMMARY

The Agreement provides for the sale of the full capacity of the Phase 1 GREAT Program. The following is a summary of the key terms of the Agreement.

Full Advanced Treatment Recycled Water Management and Use Agreement No.

A-7651

December 29, 2014

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Issue	Description / Comments
Quantity	7,000 AFY of RW. Right to additional GREAT Program yield is not covered.
Allocation of RW	City has exclusive and highest priority rights to 1,800 AFY. The agricultural entities have rights to the remaining yield (5,200 AFY). City's priority is referred to as Priority 1; the other users' priorities are referred to as Priority 2-4 (see below).
Term	10 years, with certain performance based early termination provisions.
Parties	Initial parties: Pleasant Valley County Water District (PV), United Water Conservation District (UWCD), and three agricultural entities. New parties may be added.
Priority Between Agricultural Uses	Agricultural users to receive RW subject to a three tier priority system (Priority 2-4). Pricing (see below) is also graduated to reflect the 3 tiers. Priority 2 users pay a higher price in exchange for a reliability commitment. Priority 3 users receive unblended RW on an as available basis. PV and UWCD receive Priority 4 RW into their main distribution systems as end-users of any excess RW beyond that used through Priorities 1-3.
Pricing	City (Priority 1) recycled water rate is set by the City Municipal Code. Priority 2-4 pricing is set at the Calleguas Tier 2 imported water rate if the City does not receive a right to pump an equivalent amount of groundwater to the RW delivered. If the City receives a 1:1 groundwater pumping allocation, Priority 2-4 rates are set in the Agreement, subject to annual adjustment. See pricing table below.
Operations	The City will coordinate the management of RW deliveries to agricultural users and ongoing regulatory compliance with PV and/or UWCD.

RW PRICING SUMMARY

RW sales price is presented below. All rates are adjusted annually as provided in the Agreement.

Priority (1-4)	Initial Price (\$/af) (No groundwater pumping allocation exchange)	Initial Price (2015) (\$/af) (With 1:1 groundwater pumping allocation exchange)
1	~\$1,413/af (based on City Resolution 2859 adjusted for 2015 Calleguas rate increase pass through)	n/a
2	\$1,340 (Calleguas Tier 2 rate)	\$650
3	\$1,340 (Calleguas Tier 2 rate)	\$500
4	\$1,340 (Calleguas Tier 2 rate)	\$325 (\$500 minus "management discount" of \$175)

FOX CANYON GROUNDWATER MANAGEMENT AGENCY (GMA) RESOLUTION SUMMARY 2013-02

The Fox Canyon Groundwater Management Agency (GMA) has already approved Resolution 2013-02, which provides the City with a Recycled Water Pumping Allocation (RWPA) for each AF of RW

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delivered to an agricultural user who then reduces its groundwater pumping by an equivalent amount (1:1 RWPA for reduced groundwater pumping because of RW use).

Issue	Description / Comments
Recycled Water Pumping Allocation	City receives 1:1 RWPA for RW that reduces use of groundwater. City receives no RWPA for pumping subject to GMA surcharge. Instead, the City receives payment at the higher price.
Annual Report	Parties must deliver to GMA annual compliance report (comprehensive) each April.
Temporary Suspension of RWPA Use	Temporary suspension is based on low Forebay water levels. RWPA accrues until fully used. RWPA may be pumped up to maximum of 8,000 AFY.
Coordination Meetings	Parties meet annually in May to set RWPA levels for coming year.
Revision to Policy	Minimum 6 months advance notice for any material changes to GMA policy.
User compliance	All RW users must maintain compliance with GMA.

AGREEMENT PARTIES

United Water Conservation District (UWCD) board has approved this agreement pending completion of discussions between UWCD and Pleasant Valley County Water District (PVCWD) on operational issues involving the two agencies. Participation in the agreement by UWCD will have no immediate effect because a pipeline connecting UWCD system to PVCWD system will need to be constructed before their system can receive recycled water.

RECYCLED WATER CONVEYANCE FACILITIES

The Agreement provides for delivery of RW through either the existing Calleguas Salinity Management Pipeline or a permanent pipeline which the City would construct. The authorization requested in this action does not approve the construction of the permanent pipeline.

FINANCIAL IMPACT

The RW rates are structured to recognize the value of groundwater pumping allocations that will accrue to the City in addition to cash payments. Recycled water revenues are estimated to cover operation and maintenance costs. Groundwater pumping allocations will provide a long-term benefit of reduced water purchases in the future to offset the capital costs of the recycled water system.

Attachments

#1 - Agreement No. A-7651

FULL ADVANCED TREATMENT RECYCLED WATER MANAGEMENT AND USE AGREEMENT

CITY OF OXNARD ("City"), UNITED WATER CONSERVATION DISTRICT ("UWCD"), PLEASANT VALLEY COUNTY WATER DISTRICT ("PVCWD"), HOUWELING NURSERIES OXNARD, INC. ("Houweling"), SOUTHLAND SOD ("Southland"), and REITER BROTHERS, INC., SOUTHERN PACIFIC FARMING, INC. and SOUTHERN PACIFIC FARMING II, LLC, (together with their partners and affiliates, collectively hereinafter "Reiter") enter into this Full Advanced Treatment Recycled Water Management and Use Agreement ("Agreement") on this _____ day of _____, 2014, in Ventura County, California.

RECITALS

THIS AGREEMENT is entered into with reference to the following facts:

A. The City is a general law city authorized to provide retail water service pursuant to the California Constitution, Article XI, section 9, and California Government Code section 38730 et seq.

B. UWCD is formed pursuant to the Water Conservation District Law, California Water Code section 74000 et seq. UWCD, among other things, makes groundwater and surface water available to agricultural and municipal and industrial users within its jurisdiction. In part, this water is derived from groundwater wells in the Fox Canyon Groundwater aquifer and surface water supplies obtained from the Santa Clara River.

C. PVCWD is a municipal corporation formed pursuant to the County Water District Law, California Water Code section 30000 et seq. PVCWD is authorized to provide retail water service to approximately ten thousand five hundred and fifty (10,550) irrigable acres of agricultural land on the Oxnard Plain. The water supplied by PVCWD is, in part, groundwater extracted from wells drawn from the Fox Canyon Groundwater aquifer and, in part, surface water supplied by UWCD.

D. Houweling owns and operates a commercial agricultural business located in the unincorporated area of Ventura County.

E. Southland owns and operates a commercial agricultural business located in the unincorporated area of Ventura County.

F. Reiter owns and operates a commercial agricultural business located in the unincorporated area of Ventura County.

G. The City has developed a multi-faceted recycled water supply program, referred to as the Groundwater Recovery Enhancement and Treatment Program ("GREAT Program"). The City's GREAT Program produces full advanced treatment recycled water ("FATW") at its Advanced Water Purification Facility ("AWPF"). The AWPF uses reverse osmosis and advanced oxidation to generate FATW that, in accordance with applicable law, may be purchased by end-users located both within and outside the City's territorial boundaries.

H. The FATW which is the subject matter of this Agreement is that which is to be produced through the first phase of the AWPf facilities ("P1 FATW"). The City projects that approximately 7,000 AFY (acre-feet per year), or 6.25 MGD (million gallons per day), of P1 FATW will be produced.

I. In recognition of the need to protect, conserve and replenish the underground water supplies of the region, the Parties desire to enter into this Agreement providing for the delivery of P1 FATW to the Parties and other future customers located within the groundwater sub-basins in Ventura County, California commonly known as the Oxnard Plain, Forebay and Pleasant Valley.

J. In executing this Agreement, the governing body of PVCWD finds that the Agreement's terms and conditions are necessary and essential to PVCWD carrying out its legislative purpose. Moreover, the governing body of PVCWD finds that it is necessary for PVCWD, UWCD and the City to jointly coordinate and manage the day-to-day delivery of P1 FATW so that PVCWD may, in furtherance of its statutory purpose, accomplish the following: (1) the performance of acts necessary to furnish sufficient water in the PVCWD service area for present or future beneficial use; and, (2) the protection, conservation and replenishment of PVCWD's underground water supplies.

K. In executing this Agreement, the governing body of UWCD finds that the Agreement's terms and conditions are necessary and essential to UWCD carrying out its legislative purpose. Moreover, the governing body of UWCD finds that it is necessary for PVCWD, UWCD and the City to jointly coordinate and manage the day-to-day delivery of P1 FATW so that UWCD may, in furtherance of its statutory purpose, accomplish the following: (1) the performance of acts necessary to furnish sufficient water in the UWCD service area for present or future beneficial use; and, (2) the protection, conservation and replenishment of UWCD's underground water supplies.

L. On June 26, 2013, the Fox Canyon Groundwater Management Agency ("GMA") approved Resolution 2013-02, approving a Recycled Water Management Impact Analysis Plan, granting the City access to Recycled Water Pumping Allocation and adopting a program through which this Agreement may be implemented consistent with the "FATW Management Plan" contemplated in subsection 4.1 below. GMA Resolution 2013-02 and its findings are incorporated herein by this reference.

M. On April 11, 2014, the GMA adopted Emergency Ordinance E ("Ord E"), imposing certain restrictions on groundwater pumping that impact the anticipated implementation of Resolution 2013-02. During the period in which Ord E or other similar restrictions on groundwater pumping are in effect, the City may require modifications to Resolution 2013-02 to meet the requirements of subsection 4.1 below.

N. The GREAT Program Final Environmental Impact Report (SCH #2003011045) assessed the potential environmental impacts associated with this phase of the GREAT Program and the program approved through GMA Resolution 2013-02, and was certified in September 2004, concurrent with the City's approval of the construction of the Phase 1 GREAT Program.

O. The Parties intend that this Agreement shall establish terms and conditions by which:

1. The City will deliver P1 FATW to City Customers in lieu of potable water to meet their water demands;
2. The City will deliver P1 FATW to the Parties; and,
3. The City, UWCD and PVCWD shall, to the extent permitted by law, jointly coordinate and manage the delivery of P1 FATW to the P1 FATW Users.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE as follows:

1. Recitals and Exhibits.

1.1 The Recitals set forth above are true and correct and are incorporated in and made a part of this Agreement.

1.2 The following Exhibits are attached to and incorporated in this Agreement:

1.2.1 Exhibit A: Table of initial allocations of P1 FATW among the First, Second, Third and Fourth Priority Users.

1.2.2 Exhibit B: GMA Resolution 2013-02; "A Resolution Concerning the Implementation of the First Phase of the City of Oxnard's GREAT Program and the Associated Recycled Water Management Plan."

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions by which:

2.1 The Parties will utilize the SMP, to the extent feasible, to obtain delivery of P1 FATW;

2.2 Subject to the conditions and exceptions noted herein, the City will construct the P1 FATW Facilities necessary to sell and deliver P1 FATW to the Parties;

2.3 The City will deliver P1 FATW to City Customers, as well as the Parties; and

2.4 The City, UWCD and PVCWD will, to the fullest extent permitted by law, jointly coordinate and manage the delivery of P1 FATW to FATW Users.

3. Definitions. This Agreement refers to the following terms:

3.1 "Annual Capacity" shall mean the estimated annual production capability, expressed in AFY, of the P1 FATW Facilities as further defined in section 8.2 below.

3.2 "AF" shall mean acre-feet; "AFY" shall mean acre-feet per year.

3.3 "AWPF" shall mean the City's Advanced Water Purification Facility.

3.4 “Calleguas Municipal Water District” or “Calleguas” shall mean the municipal water district organized under the Municipal Water District Act of 1911 of the State of California. Calleguas is a member agency of the Metropolitan Water District of Southern California (“MWD”). Calleguas provides wholesale potable water service to the City, primarily selling water imported from outside the region. Calleguas owns and operates its water distribution system in Ventura County, and the SMP (defined below).

3.5 “Calleguas Wheeling Charge” shall mean the per acre-foot fee or charge Calleguas will impose on the City for use of the SMP for delivery of FATW to FATW Users.

3.6 “CEQA” shall mean the California Environmental Quality Act, Public Resources Code section 21000 et seq.

3.7 “City Customers” shall mean those persons or entities receiving potable water service directly from the City for uses other than commercial agriculture and who use P1 FATW to offset a portion of that potable water supply. City Customers do not include FATW Users, irrespective of whether they had or continue to receive potable water service from the City.

3.8 “City Use” shall mean the amount of P1 FATW required to serve City Customers in lieu of the use of the City’s potable water.

3.9 “DPH” shall mean the California Department of Public Health, one of the entities with regulatory oversight and permit authority over the use and disposition of FATW.

3.10 “Effective Date” shall mean the date upon which the City provides written notice to the Parties that the conditions precedent set forth in section 4 below have been satisfied or waived.

3.11 “FATW” shall mean Full Advanced Treatment Recycled Water; FATW is tertiary treated recycled water that is subject to advance treatment by reverse osmosis, advanced oxidation and ultra-violet light.

3.12 “FATW User(s), or P1 FATW User(s)” shall mean any person or entity that uses P1 FATW for commercial agricultural use, whether directly as a Party, or indirectly through receipt of water service from UWCD or PVCWD, or as a lessee, tenant, or renting entity of a Party or property receiving P1 FATW. City Customers are not considered FATW Users for the purpose of this definition. By entering into this Agreement, UWCD, PVCWD, Houweling, Southland and Reiter, as well as the PVCWD and UWCD customers who receive P1 FATW are the initial P1 FATW Users.

3.13 “First Priority Use” shall mean the allocation and use of P1 FATW as set forth in section 8.3 below.

3.14 “First Priority User(s)” shall mean City Customers who purchase P1 FATW from the City for First Priority Use.

3.15 “Fourth Priority Use” shall mean the allocation and use of P1 FATW as set forth in section 8.6 below.

3.16 “Fourth Priority User(s)” shall mean FATW Users who have contracted to purchase, in accordance with the terms and conditions of this Agreement, P1 FATW for Fourth Priority Use.

3.17 “GMA” means the Fox Canyon Groundwater Management Agency, established pursuant to Water Code Appendix, Chapter 121.

3.18 “Houweling Facilities” shall mean nursery, greenhouse and other agricultural production facilities owned, leased or otherwise operated by Houweling in the unincorporated area of Ventura County, California, at 645 Laguna Road (Ventura County assessor parcel number 230-0-071-135), at which P1 FATW will be put to reasonable and beneficial use. The Houweling Facilities are located within PVCWD’s service area. Absent any other source of water for its operations, the Houweling Facilities rely on groundwater extracted from Houweling’s own wells or water delivered by PVCWD.

3.19 “Houweling POD” shall mean the POD (defined below) to the Houweling Facilities.

3.20 “Minimum Second Priority Use Commitment” shall mean the commitment to purchase a certain quantity of Second Priority Use FATW as defined in section 8.4 below.

3.21 “Oxnard Plain” shall mean the region of the coastal valleys and plains of the Santa Clara River and Calleguas Creek watersheds in Ventura County, California, that overlies the Oxnard Plain, Forebay and Pleasant Valley groundwater subbasins as identified and described by the GMA.

3.22 “P1” shall mean the first phase of the AWPf and associated City-owned facilities that are designed and constructed to produce up to 7000 AFY, or 6.25 MGD, of FATW.

3.23 “P1 FATW” shall mean any FATW produced by P1 FATW Facilities.

3.24 “P1 FATW Facilities” shall mean the recycled water delivery system consisting of pipelines and related appurtenances required for the delivery of P1 FATW to the Parties, including, without limitation, PODs as defined in subsection 3.28 below. The P1 FATW Facilities are anticipated to extend along East Hueneme Road from the pipeline endpoint of the AWPf at the City-limits, then eastward along E. Hueneme Road to Wood Road, then north along Wood Road to Laguna Road, then east along Laguna Road and shall terminate at the PVCWD POD located at or near the intersection of Las Posas Road and Laguna Road. An additional extension of the P1 FATW Facilities will extend north from E. Hueneme Road, to a connection with the Pumping Trough Pipeline west of the intersection of Etting and Nauman Roads, along Etting Road (the UWCD POD). The P1 FATW Facilities may include POD connections to additional Parties along

the alignment described above, which connections shall be constructed in accordance with the terms and conditions set forth in this Agreement, including, without limitation, those terms and conditions set forth in section 26 below. The City and UWCD may elect to establish an additional POD in the Forebay as described in 5.4.2 below.

3.25 “Party(ies)” shall mean the City and FATW Users who hold a contract to receive P1 FATW through the P1 FATW Facilities, who are collectively referred to as the Parties, and individually, as a Party. Initially, the Parties include the City, UWCD, PVCWD, Houweling, Southland, and Reiter. As each new FATW User is added, that entity shall be a Party. The terms Parties does not refer to City Customers who receive FATW through City water service, UWCD customers who receive FATW through UWCD water service, nor PVCWD customers who receive FATW as a customer of PVCWD.

3.26 “Peak Capacity” shall mean the volumetric flow production capacity of the P1 FATW Facilities, expressed in gallons per minute, as further provided in section 8.2 below.

3.27 “Peak Capacity Reservation” shall mean the allocation of Second Priority Use as defined in section 8.4 below.

3.28 “POD” shall mean the point of delivery through which each Party receives P1 FATW through the P1 FATW Facilities. Each POD shall include valves, meter, backflow prevention, pressure control device and any other facilities that may be necessary to connect the P1 FATW Facilities properly to each Party’s facilities. Absent an extraordinary circumstance, PODs shall be located at the edge of the Party’s property line, in the public right-of-way.

3.29 “PTP” and “PTP Facilities” shall mean the Pumping Trough Pipeline, and related piping and associated facilities owned, leased or otherwise operated by United to provide water service to United’s PTP customers.

3.30 “PVCWD Facilities” shall mean the reservoirs, piping, and associated facilities owned, leased or otherwise operated by PVCWD to provide water service to its customers.

3.31 “PVCWD POD(s)” shall mean the point where the P1 FATW Facilities enter PVCWD’s service area at or near the intersection of Wood Road and Hueneme Road and/or the point at which the P1 FATW Facilities connect to PVCWD’s existing delivery system at or near the intersection of Las Posas Road and Laguna Road.

3.32 “Reiter Facilities” shall mean agricultural production facilities owned, leased or otherwise operated by Reiter in the unincorporated area of Ventura County at which P1 FATW will be put to reasonable and beneficial use. Depending on their location, Reiter Facilities rely on groundwater extracted from Reiter’s own wells, water delivered to Reiter by PVCWD, or by UWCD. Consistent with Section 4.2 below, prior to the Effective Date, the City and Reiter shall designate in writing signed by both the two entities the Reiter Facilities to be served under this Agreement.

3.33 “Reiter POD(s)” shall mean the POD(s) to the Reiter Facilities.

3.34 “RWQCB” shall mean the Los Angeles Regional Water Quality Control Board, one of the entities with regulatory oversight and permit authority over the use and disposition of FATW.

3.35 “Salinity Management Pipeline,” or “SMP” shall mean the Calleguas pipeline ultimately intended to dispose of brine wastes from various locations in Ventura County to the Pacific Ocean. The Parties and Calleguas may use the SMP for a temporary period to deliver P1 FATW to some or all the FATW Users.

3.36 “Second Priority Use” shall mean the allocation and use of P1 FATW as set forth in section 8.4 below.

3.37 “Second Priority User(s)” shall mean Parties who have contracted to purchase, in accordance with the terms and conditions of this Agreement, P1 FATW for Second Priority Use.

3.38 “SMP POC(s)” shall mean the point of connection for each Party through which that Party obtains P1 FATW through the SMP.

3.39 “SMP Agreement” shall mean an agreement between the City and Calleguas for the use of the SMP to deliver P1 FATW to all or some of the Parties. The SMP Agreement shall include provision for the cost of each SMP POC, the Calleguas Wheeling Charge, and provision of advance notice of any planned discharges into the SMP beyond those occurring on the date at which the P1 FATW is introduced into the SMP. The City shall make every reasonable effort to include in the SMP Agreement a maximum period for advance notice of new discharges into the SMP.

3.40 “Southland Facilities” shall mean agricultural production facilities owned, leased, or otherwise operated by Southland in the unincorporated area of Ventura County at which P1 FATW will be put to reasonable and beneficial use. The Southland Facilities rely on groundwater extracted from Southland’s own wells. Consistent with Section 4.2 below, prior to the Effective Date, the City and Southland shall designate in writing signed by both the two entities the Southland Facilities to be served under this Agreement.

3.41 “Southland POD(s)” shall mean the POD(s) to the Southland Facilities.

3.42 “Storage” shall mean placement of P1 FATW in surface or subsurface storage in anticipation of subsequent beneficial use.

3.43 “Third Priority Use” shall mean the allocation and use of P1 FATW as set forth in section 8.5 below.

3.44 “Third Priority User(s)” shall mean Parties who have contracted to purchase, in accordance with the terms and conditions of this Agreement, P1 FATW for Third Priority Use.

3.45 "UWCD Facilities" shall mean the reservoirs, piping, and associated facilities owned, leased or otherwise operated by UWCD to provide water service to its customers.

3.46 "UWCD POD(s)" shall mean the point where the P1 FATW Facilities connect to UWCD's Facilities. Consistent with Section 4.2 below, prior to the Effective Date, the City and UWCD shall designate in writing signed by both the two entities the UWCD PODs.

3.47 "Year" shall mean the 12-month period from August 1 to July 31 of the following calendar year.

3.48 "Yearly Second Priority Use Commitment" shall mean the commitment to purchase a certain quantity of Second Priority Use FATW as defined in section 8.4 below.

4. Conditions Precedent. All of the following conditions must be satisfied before this Agreement shall be enforceable and implemented. The City shall provide written notice to all Parties when the City, in its sole and absolute discretion, determines all of the following conditions have been satisfied or otherwise waived.

4.1 Recycled and Groundwater Management Plan. The City and FATW Users shall cooperate in good faith in the development of the FATW Management Plan for presentation to the GMA. The GMA shall approve a "FATW Management Plan" that grants the City the right to obtain groundwater from the United Water Conservation District Oxnard-Hueneme Pipeline System and/or City-owned wells in a volume (in AF) consistent with GMA Resolutions 1999-3, 2003-4 and 2003-5, or in such other amount acceptable to the City. Prior to the City's final acceptance of the FATW Management Plan, the FATW Users shall provide written notice to the City that each FATW User shall provide water use, crop data and other related information to the extent required to facilitate compliance with the FATW Management Plan. The Parties acknowledge that the GMA has adopted Resolution 2013-02 as the operative FATW Management Plan. However, the City may seek an adjustment to Resolution 2013-02 given the subsequent GMA adoption of Ord E. As of the date of signing this Agreement, the condition precedent set forth in this subsection 4.1 has not yet been satisfied.

4.2 Facility Design. Prior to receipt of P1 FATW, each Party must provide written notice to the City agreeing on the design and location of the Party's: a) SMP POCs and b) POD(s), including, without limitation, the location(s) of any required appurtenant facilities and easements necessary to provide P1 FATW to its facilities, and cost allocation for the construction of these facilities.

4.3 Pipeline Easements. The City shall obtain the easements and rights-of-way necessary, at a cost and subject to terms agreeable to the City in its sole discretion, to construct, operate, maintain, repair and replace the P1 FATW Facilities to deliver P1 FATW to the Parties.

4.4 RWQCB and DPH. RWQCB (and DPH if necessary) must approve the changes to the City's and other relevant permits that allow for the operations contemplated in this Agreement and which make clear that existing agricultural irrigation practices do not violate the incidental runoff restrictions, and allow education and outreach to reduce signage requirements.

4.5 Regulatory Approvals. The City shall receive all regulatory approvals necessary to operate the AWP as required to deliver P1 FATW consistent with this Agreement.

4.6 LAFCO. To the extent required, if any, approval of the Ventura County Local Agency Formation Commission is obtained for the FATW service provided in this Agreement.

4.7 CEQA. The City will be the lead agency, responsible for CEQA compliance for the implementation of this Agreement, including all costs associated with its actions as lead agency. Both UWCD and PVCWD shall be responsible agencies and each shall be responsible for its CEQA compliance for the implementation of this Agreement, including all costs associated with its actions as a responsible agency. The obligations of the Parties under this Agreement are expressly conditioned upon: (i) compliance with CEQA and all other applicable environmental laws with respect to the actions contemplated by this Agreement; and (ii) the receipt of all necessary governmental and third party consents and approvals for those actions. CEQA compliance must be complete, with the City, UWCD and PVCWD capable and willing to accept all operational limitations, conditions, mitigation and monitoring requirements which may be necessary before this Agreement is effective. The City shall promptly prepare all appropriate environmental documents, if any are required, for it to evaluate the environmental impacts associated with the actions contemplated in this Agreement. The Parties shall cooperate to diligently complete all environmental review required to implement this Agreement, and shall use reasonable efforts to reduce any overlap in analyzing, mitigating, or studying environmental impacts associated with the actions proposed in this Agreement. Notwithstanding any other provision of this Agreement, no action shall be taken to effect the actions contemplated by this Agreement, and no other action shall be taken that commits any material resources of any Party, until all required environmental review is completed and all Parties have independently made all findings required by CEQA and other applicable environmental laws, to consider properly the implementation of this Agreement. If, upon completion of such environmental review, a Party finds one or more significant, unmitigated environmental impacts resulting from the actions contemplated by this Agreement and cannot make a finding that the benefits of the proposed project outweigh the impact or impacts, or that the impacts cannot be mitigated to a level below significance, then this Agreement shall terminate without further obligation or liability of any Party. Neither the execution of this Agreement, nor any preliminary steps taken to implement this Agreement, shall be taken into account in determining whether mitigating or avoiding any significant impact is feasible.

4.8 UWCD and PVCWD Coordination and Management. UWCD and PVCWD shall provide written notice to the Parties when the two entities have agreed

upon their respective responsibilities in undertaking the cooperative management responsibilities contemplated in Sections 10 and 11, below, including but not limited to, the coordinated use of the UWCD Facilities and PVCWD Facilities and allocation of Fourth Priority FATW. An agreement between UWCD and PVCWD is a condition precedent to their respective obligations under this Agreement. Either or both UWCD or PVCWD may waive the condition precedent provided in this subsection 4.8 by providing written notice to the City of such waiver.

4.9 SMP Agreement. The City and Calleguas have entered into the SMP Agreement and each Party intending to obtain P1 FATW through a SMP POC shall assent in writing to the terms of the SMP Agreement.

4.10 Water Quality. The Parties shall agree upon the anticipated P1 FATW water quality constituent profile. The Parties shall document this agreement in writing.

4.11 Signing Parties. At a minimum, the following Parties must have properly executed this Agreement: the a) City, b) at least one of the following entities: (i) Southland, (ii) Reiter, or (iii) Houwelling, and c) either UWCD or PVCWD. The waiver shall be effective only as to the entity providing the written notice. Any non-signing Party may elect to sign and join the Agreement after the Effective Date, with the City's prior written approval.

5. Construction of P1 FATW Facilities and the SMP.

5.1 SMP. To the extent reasonably practical and for the time period until either: a) Calleguas provides notice to the Parties that the SMP is no longer available, or b) the quality of P1 FATW becomes unacceptable when distributed through the SMP, the City intends to deliver P1 FATW to the Parties through the SMP. The City shall provide each Party as much advance written notice as reasonably practical of: a) any anticipated changes in the quality of the P1 FATW being distributed through the SMP as a result of any anticipated changes in Calleguas' use of the SMP, and b) notice from Calleguas that the SMP will not be available for distribution of P1 FATW. The City shall absorb the costs of and work with Calleguas to prepare the design of each SMP POC for each Party. The Parties acknowledge that Calleguas may not allow as many SMP POC's to its SMP as the City may provide to the P1 FATW Facilities contemplated in section 5.2 below. The City shall also cover the cost of construction of one SMP POC for each Party, based upon a design and cost estimate prepared by the City and Calleguas and preapproved in writing by that Party. To the extent a SMP POC must be located on the property of a Party, that Party shall provide appropriate easements for the construction, operation, maintenance, repair and replacement of the SMP POC at no cost. The City and Calleguas shall manage the construction of each SMP POC in coordination with each Party.

5.2 The City shall be solely responsible for the design, permitting, construction, maintenance and repair of the P1 FATW Facilities, including, without limitation, acquisition of all required easements and right-of-ways, and shall bear all costs and expenses related thereto. To the extent a POD must be located on the property of a Party, that Party shall provide appropriate easements for the construction, operation,

maintenance, repair and replacement of the P1 FATW Facilities at no cost to the City. Notwithstanding the foregoing, the City shall obtain the consent of PVCWD's or UWCD's governing body prior to constructing, maintaining or repairing any facilities for the delivery of FATW that are located within PVCWD's or UWCD's service area, which approval shall not be unreasonably withheld and, where granted, shall be granted at no cost to the City and on reasonable terms and conditions. Given the expectation that the Parties may receive P1 FATW through the SMP for an extended period and the imposition of Ord E and other potential limitations on the use of local groundwater, the election to construct the P1 FATW Facilities shall be in the City's sole discretion.

5.3 PVCWD POD(s) and SMP POC(s). The City shall design, permit and construct two (2) PVCWD POD(s), and shall bear all costs and expenses related thereto. Should the City and PVCWD be unable to locate either or both the PVCWD PODs in the public right of way or on PVCWD property, the two entities agree to consider a reasonable cost allocation for the incremental increase in cost to locate the PVCWD PODs. The City and PVCWD agree that if additional POD(s) are required to facilitate or maximize the delivery of P1 FATW, the City and PVCWD shall arrange for the design and construction of those POD(s) on reasonable terms and conditions mutually satisfactory to both parties. The City, PVCWD and Calleguas shall develop appropriate locations for and design of the SMP POCs for PVCWD use.

5.4 UWCD POD(s) and SMP POC(s).

5.4.1 The City shall design, permit and construct one UWCD POD to the PTP, and shall bear all costs and expenses related thereto. Should the City and UWCD be unable to locate the UWCD POD in the public right of way or on UWCD property, the two entities agree to consider a reasonable cost allocation for the incremental increase in cost to locate the UWCD POD. The City and UWCD agree that if additional POD(s) are required to facilitate or maximize the delivery of P1 FATW to the PTP, the City and UWCD shall arrange for the design and construction of those POD(s) on reasonable terms and conditions mutually satisfactory to both parties. The City, UWCD and Calleguas shall develop appropriate locations for and design of the SMP POCs for UWCD use.

5.4.2 UWCD, PVCWD and the City acknowledge that it may be desirable and feasible to establish additional POD's to UWCD Facilities in the Forebay subbasin through which P1 FATW may be delivered directly for use within PVCWD Facilities, and/or PTP Facilities.

5.4.2.1 The City and UWCD shall be solely responsible for all costs associated with the POD in the Forebay subbasin to provide P1 FATW to PTP Facilities, including but not limited to permitting, regulatory compliance, mitigation, design, construction and operations of such facilities. The City's and UWCD's obligations, cost allocation and oversight responsibility for all or any aspect of the POD for delivery of P1 FATW to the PTP Facilities shall be the subject of a separate agreement between the City and UWCD.

5.4.2.2 The City, PVCWD and UWCD shall be solely responsible for all costs associated with the POD to UWCD Facilities in the Forebay subbasin to provide P1 FATW to PVCWD Facilities, including but not limited to permitting, regulatory compliance, mitigation, design, construction and operations of such facilities. The City's, PVCWD's and UWCD's obligations, cost allocation and oversight responsibility for all or any aspect of the POD for delivery of P1 FATW to the PVCWD Facilities shall be the subject of a separate agreement between the City, PVCWD and UWCD.

5.5 Houweling POD and POC. The City shall design, permit and construct the Houweling POD, and shall bear all costs and expenses related thereto. The City and Houweling anticipate that a single ten (10) inch diameter POD will be adequate to provide P1 FATW service to the Houweling Facilities. The Houweling POD will be located in a public right-of-way or on Houweling controlled property. If additional or larger POD(s) are required to facilitate or maximize the delivery of P1 FATW to the Houweling Facilities, the City and Houweling shall share the incremental increase in cost to design and construct such POD(s) on reasonable terms and conditions. The City, Houweling and Calleguas shall develop appropriate locations for and design of the SMP POC for Houweling use.

5.6 Southland POD and POC. The City shall design, permit and construct a single Southland POD, and shall bear all costs and expenses related thereto. The City and Southland anticipate that the POD shall be up to ten (10) inches in diameter. The Southland POD(s) will be located in the public right-of-way or on Southland controlled property. If additional or larger POD(s) are required to facilitate or maximize the delivery of P1 FATW to the Southland Facilities, the City and Southland shall share the incremental increase in cost to design and construct such POD(s) on reasonable terms and conditions. The City, Southland and Calleguas shall develop appropriate locations for and design of the SMP POCs for Southland use.

5.7 Reiter POD and POC. The City shall design, permit and construct a single Reiter POD, and shall bear all costs and expenses related thereto. The City and Reiter anticipate that the POD shall be up to ten (10) inches in diameter. The Reiter POD(s) will be located in the public right-of-way or on Reiter controlled property. If additional or larger POD(s) are required to facilitate or maximize the delivery of P1 FATW to the Reiter Facilities, the City and Reiter shall share the incremental increase in cost to design and construct such POD(s) on reasonable terms and conditions. The City, Reiter and Calleguas shall develop appropriate locations for and design of the SMP POCs for Reiter use.

6. Ownership of P1 FATW Facilities, POD(s), and POC(s). The City shall own all P1 FATW Facilities constructed under this Agreement, including, without limitation, P1 FATW Facilities required to deliver P1 FATW to the Parties. The City's ownership of P1 FATW Facilities shall extend up to and include the PODs and POCs.

7. Reservation of Rights.

7.1 The City, UWCD and PVCWD each reserve all rights and remedies they each may have in law and in equity in the event that the City directly delivers FATW to any person or entity located within the jurisdictional boundaries of PVCWD or UWCD.

7.2 Each Party reserves all rights and remedies they may have in law and in equity to participate in the development of, influence, contest, or challenge through any administrative proceeding or litigation, any groundwater replenishment fees, or any comparable fee or charge, to be imposed on groundwater pumping within the GMA, that may be used to purchase RWPA or direct use of P1 FATW for permanent recharge. Such actions shall not be considered a breach of this Agreement.

8. Priority Uses of P1 FATW.

8.1 General. P1 FATW shall be distributed for First, Second, Third and Fourth Priority Uses, as those terms are more particularly described in subsections 8.3, 8.4, 8.5, and 8.6 below. First Priority Uses are those uses of P1 FATW which the City delivers to City Customers. Second, Third and Fourth Priority Uses are those commercial agricultural uses which occur on the Oxnard Plain that would be irrigated with local groundwater, and/or water purchased from UWCD and/or PVCWD. The Parties acknowledge and agree that there may be periods (e.g., overnight and during some rainfall events) when the City is producing more P1 FATW than there is demand from First through Third Priority Uses. To the extent that demand from First through Third Priority Uses is insufficient to use all the available P1 FATW at any given time, the City may place that amount of P1 FATW in Storage for any and all beneficial uses irrespective of the First through Fourth Priorities established herein.

8.2 P1 FATW Capacity. As noted above, the P1 FATW Facilities are expected to produce 7,000 AFY of FATW ("Annual Capacity") at an average capacity of 6.25 MGD and an instantaneous capacity ("Peak Capacity") of 4,340 gallons per minute (GPM). Depending upon the availability of storage, the Peak Capacity may be 8,600 GPM or greater during some periods of each day. Current and future allocation of the First, Second, Third and Fourth Priority Uses are and will be based on these anticipated capacity limitations. The actual operational capability of the P1 FATW Facilities for instantaneous and annual deliveries may be increased with the addition of storage capacity, management of the timing of FATW deliveries, and optimization of operations once the AWPf is in use. The initial allocation to each priority, and the overall assumed limitations described above, may be altered over the term of this Agreement to ensure that the entirety of the P1 FATW is put to reasonable and beneficial use each Year, while preserving the relative reliability of the First, Second, Third, and Fourth Priority Uses.

The available and initial allocations of P1 FATW are listed in the table attached and incorporated herein as Exhibit "A". The initial allocations of P1 FATW are subject to the express terms and conditions set forth throughout this Agreement.

8.3 First Priority Use. P1 FATW may be purchased by current and future City Customers at the "First Priority Use Rate" set forth in subsection 8.3.2 below. Purchasers of P1 FATW at the First Priority Use Rate shall be deemed to have a "First Priority Use." A First Priority Use takes priority over Second, Third and Fourth Priority

Uses, which means that the flow of P1 FATW for a First Priority Use may not be interrupted, reduced, suspended or terminated to satisfy Second, Third or Fourth Priority Uses.

8.3.1 Amount of P1 FATW Dedicated for First Priority Use. The amount of P1 FATW dedicated for First Priority Use shall be up to 1,800 AFY, at a Peak Capacity of 1,200 GPM. The First Priority Use is presumed to be relatively continuous because the City intends to balance its daytime demands with off peak use at the River Ridge Golf Course and other City parks and greenbelts. This dedicated amount may be adjusted during the term of and subject to the conditions in this Agreement.

8.3.2 First Priority Use Rate. The rate for a First Priority Use of P1 FATW ("First Priority Use Rate") shall be established by the City from time to time through its usual and customary rate-making process.

8.4 Second Priority Use. Each Second Priority User shall have the right to purchase P1 FATW not otherwise committed to First Priority Use. A P1 FATW User who commits to purchase a specified amount of P1 FATW at the Second Priority Use Rate set forth in subsection 8.4.7 below, is deemed to have a "Second Priority Use" for that amount of FATW. A Second Priority Use takes priority over Third and Fourth Priority Uses, which means that the flow of P1 FATW for a Second Priority Use may not be interrupted, reduced, suspended or terminated to satisfy Third or Fourth Priority Uses. Second Priority Users are entitled to and shall take Second Priority Use P1 FATW subject to the following:

8.4.1 The City agrees that it shall not enter into agreements for First Priority Use and Second Priority Use that cumulatively exceed the Peak Capacity or Annual Capacity. To implement this obligation, the City shall limit its commitment of cumulative Peak Capacity to deliver P1 FATW for Second Priority Use to an amount smaller than the Peak Capacity of the P1 FATW Facilities less the amount of Peak Capacity reserved for First Priority Use. In complying with this obligation, the City shall also consider the potential fluctuations in diurnal demands, availability of storage capacity and the variations in each Second Priority User's capability of altering its delivery schedule. The Parties expect that the City will be capable of reliably delivering greater than 3,140 GPM for Second Priority Uses by optimizing the P1 FATW Facilities Annual and Peak Capacities by, among other things, coordinating the timing of Second Priority Users' demands and exercising the use of available storage. The City in its sole, reasonable discretion, shall be responsible for fulfilling its obligations under this subsection.

8.4.2 The Second Priority Use category is intended to provide each Second Priority User with reliable access to P1 FATW, with the recognition that Second Priority Users require delivery of P1 FATW during certain periods at or near a designated Peak Capacity ("Peak Capacity Reservation") specified for each Second Priority User. However, each Second Priority User is not expected to take continuous delivery of P1 FATW at its Peak Capacity Reservation. Actual use is anticipated to vary based on availability of storage at the Second Priority User's facilities, growing conditions, crop

type, weather conditions, and crop maturity. Each Second Priority User shall have an expressly designated Yearly P1 FATW Second Priority Use purchase commitment ("Yearly Second Priority Use Commitment"), a Peak Capacity Reservation, and a minimum purchase commitment ("Minimum Second Priority Use Commitment"). Unless the Second Priority User and the City agree otherwise, the Yearly Second Priority Use Commitment shall be calculated with a 0.8 conversion factor against the Peak Capacity Reservation and the Minimum Second Priority Use Commitment with a 0.35 conversion factor against the Peak Capacity Reservation. The Yearly Second Priority Use Commitment and Minimum Second Priority Use Commitment shall be expressed in AFY and the Peak Capacity Reservation in GPM. By way of example, unless otherwise specified, a Second Priority User with a Peak Capacity Reservation of 1,000 GPM would have a Yearly Second Priority Use Commitment of 800 AFY and a Minimum Second Priority Use Commitment of 350 AFY.

8.4.3 Unless the City can accommodate higher flows at any given time, each Second Priority User shall limit its delivery rate to no more than its Peak Capacity Reservation. Each Second Priority User must take delivery of its Yearly Second Priority Commitment before it is entitled to purchase water at a Third or Fourth Priority Use Rate. Second Priority Use P1 FATW is subject to further terms and conditions described herein.

8.4.4 Initial Allocation of P1 FATW to Second Priority Use. The City commits to deliver and the Second Priority Users commit to purchase the following amounts of P1 FATW for Second Priority Use subject to the terms of this Agreement.

8.4.4.1 Houweling. Houweling agrees to a Peak Capacity Reservation of 1,000 GPM, a Yearly Second Priority Use Commitment 800 AFY, and a Minimum Second Priority Use Commitment of 350 AFY. Houweling shall take delivery of this Second Priority Use P1 FATW through the Houweling POD for use at the Houweling Facility. To maximize the availability of Second Priority Use P1 FATW, Houweling agrees to take delivery of its Second Priority Use P1 FATW during the off-peak use periods whenever reasonably practical.

8.4.4.2 Southland. Southland agrees to a Peak Capacity Reservation of 500 GPM, a Yearly Second Priority Use Commitment 400 AFY, and a Minimum Second Priority Use Commitment of 175 AFY. Southland shall take delivery of this Second Priority Use P1 FATW through the Southland POD for use at the Southland Facilities. The Parties acknowledge that Southland's intended use of Second Priority Use P1 FATW requires peak rate deliveries during the daytime irrigation periods and its demands are particularly time sensitive.

8.4.4.3 Reiter. Reiter agrees to a Peak Capacity Reservation of 1,000 GPM, a Yearly Second Priority Use Commitment 800 AFY, and a Minimum Second Priority Use Commitment of 350 AFY. Reiter shall take delivery of this Second Priority Use P1 FATW through the Reiter POD for use at the Reiter Facilities. The Parties acknowledge that Reiter's intended use of Second Priority Use P1 FATW requires

peak rate deliveries during the daytime irrigation periods and its demands are particularly time sensitive.

8.4.5 Allocation of P1 FATW to Second Priority Use. Second Priority Users may, in accordance with the terms and conditions of this Agreement, commit or adjust the purchase of P1 FATW for Second Priority Use subject to the following:

8.4.5.1 Total P1 FATW Available for Second Priority Use. The City, UWCD and PVCWD shall use reasonable best efforts to determine the cumulative Peak Capacity Reservation and Yearly Second Priority Use Commitment of P1 FATW that may be committed to all Second Priority Uses based on factors including, without limitation, the capacity of the P1 FATW Facilities, the Peak Capacity associated with Second Priority Users, the timing of those demands during daily and seasonal periods, and the amount of P1 FATW committed to First Priority Use. UWCD, PVCWD and the City shall use their reasonable best efforts to maximize the availability of P1 FATW while limiting the cumulative amount of P1 FATW committed to all Second Priority Users so that an adequate amount of P1 FATW is available to provide a reliable supply of P1 FATW to each Second Priority User. To the extent the Parties cannot timely agree on the management of P1 FATW available to the Second Priority Users, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary.

8.4.5.2 Adjustment in Second Priority Use.

8.4.5.2.1 Each Second Priority User may adjust its Peak Capacity Reservation, and associated Yearly Second Priority Use and Minimum Second Priority Use Commitments by providing the City, UWCD and PVCWD with a written request, on or before May 1 of each Year. Timely notice (notice received on or before May 1) shall be effective for the Year following the Year in which the notice is given. Late notice shall be effective as though given on May 1 of the following Year. By way of example, written notice provided on June 1, 2014, shall be deemed given on May 1, 2015, and the associated reduction in Peak Capacity Reservation shall be effective for the year beginning August 1, 2015.

8.4.5.2.2 If a Second Priority User fails to purchase its Minimum Second Priority Use Commitment in a given Year, the City may unilaterally decrease a Second Priority User's Peak Capacity Reservation and associated Yearly Second Priority Use and Minimum Second Priority Use Commitments beginning the Year following the Year of under-use. Prior to implementing the unilateral decrease, on or before August 31 of the Year following the under-use, the City shall provide the Second Priority User with written notice of the adjusted Peak Capacity Reservation and associated Yearly Second Priority Use Commitment and Minimum Second Priority Use Commitment. The City shall base its adjustment on the Second Priority User's actual use during the Year at issue. The Second Priority User may propose an alternative adjusted Peak Capacity Reservation and associated Yearly Second Priority Use Commitment and Minimum Second Priority Use Commitment, based on such Second Priority User's unique circumstances, by providing the City with a written response within thirty (30)

days of the City's notice. The City shall make a final determination of the applicable Peak Capacity Reservation based upon the information available and the exercise of its reasonable discretion. The City shall provide such Second Priority User with written notice of the applicable Peak Capacity Reservation and associated Yearly Second Priority Use Commitment and Minimum Second Priority Use Commitment on or before October 31, to apply beginning in that Year.

8.4.6 Management of Second Priority Use. Notwithstanding any other provision in this Agreement, Second Priority Use shall be subject to the management authority of PVCWD, UWCD and/or the City as more particularly described in sections 10 and 11 below. In exercising that authority, PVCWD, UWCD and the City may, through the exercise of their collective reasonable discretion, modify the terms and conditions governing the delivery of P1 FATW for Second Priority Use. PVCWD, UWCD and/or the City shall exercise this discretion reasonably. Where feasible, PVCWD, UWCD and/or the City shall provide each Second Priority User a reasonable opportunity to provide sufficient information to argue that the proposed modification is not required. Such modifications shall be made to facilitate and maximize the use of P1 FATW for Second Priority Use. Modifications may include, without limitation, temporary reductions or interruptions of service to Second, Third, or Fourth Priority Uses. Modifications may also include the reduction or termination of Second Priority Uses where required to meet First Priority Use or where a Second Priority User has failed to make full use of the P1 FATW Second Priority Use to which that user has committed. To the extent the Parties cannot timely agree on the management of P1 FATW available to the Second Priority Users, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary.

8.4.7 Second Priority Use Rates. Second Priority Use Rates shall be calculated based on metered use for P1 FATW delivered through the Second Priority User's POD as follows:

8.4.7.1 For that portion of the volume of water delivered through the Second Priority User's POD for which the City does not receive in exchange a right to pump local groundwater pursuant to the FATW Management Plan approved as provided in section 4.1 above, the Second Priority User shall be charged and pay to the City the then applicable Calleguas Tier 2 rate. The Parties acknowledge and agree that this rate shall be renegotiated to a rate that reflects the City's cost to purchase water from Calleguas, should there be a material change in either: a) the rate structure applicable to the City for the purchase of Tier 2 water from Calleguas, or any component thereof, including the Calleguas "capacity reservation charge," existing at the Effective Date; or b) the City's rights to purchase Tier 2 water from Calleguas in lieu of the use of the associated RWPA.

8.4.7.2 For that portion of the volume of water delivered through the Second Priority User's POD for which the City receives in exchange a right to pump local groundwater pursuant to the FATW Management Plan approved as provided in section 4.1 above, the Second Priority User shall be charged and pay to the City \$650.00 per AF ("Second Priority Use Rate"), subject to the annual modification provided in

subsection 8.4.7.2.1 below. The Second Priority Use Rate (\$650.00 per AF) set forth in this section is referred to as the "Original Second Priority Use Rate" when applying the CPI Adjustment provided in subsection 8.4.7.2.1 below.

8.4.7.2.1 The Second Priority Use Rate shall be adjusted annually on July 1st of each Year ("Adjustment Date") beginning in 2015. The adjustment shall be calculated as the sum of the following two calculations (See "CPI Adjustment" and "Pump Charge Adjustment" defined below), each of which determines a dollar per AF adjustment ("Adjustment"). The Second Priority Use Rate applicable for water deliveries following the Adjustment Date shall be calculated as the Second Priority Use Rate in the Year just prior to the Adjustment Date plus the sum of the "CPI Adjustment" and the "Pump Charge Adjustment."

(a) The "CPI Adjustment" shall be calculated based upon changes in the Consumer Price Index ("CPI") for All Urban Consumers for Los Angeles – Riverside – Orange County CA for all items, base period 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI Adjustment shall be the percent change in CPI for the month of April immediately preceding the Adjustment Date compared to the CPI for the month of April 2012, multiplied by the Original Second Priority Use Rate (See "Example One," below).

(b) The "Pump Charge Adjustment" shall be calculated based upon the sum of the annual change in three charges imposed on regional groundwater use: a) the United Water Conservation District ("UWCD") Water Conservation Fund Groundwater Extraction Charge (Zone A) applicable to agriculture use ("Zone A Charge"), b) the UWCD Freeman Diversion Extraction Charge (Zone B) applicable to agriculture use ("Zone B Charge"), and c) the GMA Groundwater Extraction Charge ("GMA Charge"). The change in the Zone A Charge shall be the Zone A Charge applicable for the Year immediately following the Adjustment Date minus the Zone A Charge applicable for the Year immediately preceding the Adjustment Date. The change in the Zone B Charge shall be the Zone B Charge applicable for the Year immediately following the Adjustment Date minus the Zone B Charge applicable for the Year immediately preceding the Adjustment Date. The change in the GMA Charge shall be the sum of any incremental changes in the GMA Charge that were authorized during the Year immediately preceding the Adjustment Date (See Example One, below).

EXAMPLE ONE

The following Adjustment calculation is provided as an example only. The first Adjustment to the Second Priority Use Rate shall be calculated and applicable for the Adjustment Date in 2013. This example assumes for illustrative purposes only the CPI for April 2013 is 239.989; the Zone A Charge after the 2013 Adjustment Date is \$49.75; and there is no change to both the GMA and Zone B Charges. The April 2012 CPI is 236.866, as currently published. The Zone A Charge applicable before the 2013 Adjustment Date is \$39.75, as currently published.

Step 1: The CPI Adjustment that would be applicable for the 2013 Adjustment Date, would be calculated as the CPI for April 2013 minus the CPI for April 2012, divided by the CPI for April 2012 times the Original Second Priority Use Rate; or $[(239.989 - 236.866) / 236.866] * \$650.00 = \$8.57$.

Step 2: The Pump Charge Adjustment that would be applicable for the 2013 Adjustment Date, would be calculated as the Zone A Charge applicable after the 2013 Adjustment Date (\$49.75 / AF) minus the Zone A Charge applicable for the Year before the 2013 Adjustment Date (\$39.75) or $(49.75 - 39.75 = \$10.00)$. Since there was no change to either the GMA Charge or the Zone B Charge during this period, the total Pump Charge Adjustment is equal to \$10.00.

Step 3: Given the above, if an Adjustment was to be applied and implemented with these example numbers on the 2013 Adjustment Date, the Adjustment applicable on the 2013 Adjustment Date would be the CPI Adjustment plus the Pump Charge Adjustment, or $\$8.57 + \$10.00 = \$18.57$.

(c) The Pump Charge Adjustment shall be modified to include any new groundwater pumping charge or fee that UWCD, the GMA or any court or regulatory agency with jurisdiction over groundwater pumping on the Oxnard Plain may impose in the future. Any additional pump charge shall be incorporated into the Pump Charge Adjustment using the same methodology applied to the existing charges; that is, the Pump Charge Adjustment shall include the Year over Year changes in the new pump charge.

(d) The Parties acknowledge that UWCD is involved in litigation over its methodology used to calculate its Zone A and Zone B Charges (*City of San Buenaventura v. United Water Conservation District* (Santa Barbara County Superior Court Case Nos. VENCI00401714 and Ventura County Superior Court Case No. 56-2012-00422218-CU-WM-VTA)). The Parties agree to negotiate in good faith, as provided in section 32.2 below, a methodology to implement the Pump Charge Adjustment if, as a result of that litigation, UWCD materially modifies the methodology UWCD uses to calculate the Zone A or Zone B Charges.

8.4.8 The Parties acknowledge that Houweling does not have a GMA pumping allocation for approximately fifty percent (50%) of Houweling's anticipated Yearly Second Priority Use Commitment, and thus, the City will not seek a right from the GMA to pump that amount of groundwater in exchange for that amount of P1 FATW delivered through the Houweling POD pursuant to section 4.1 above. As a result, the City shall charge and Houweling shall pay the Second Priority Use Rate set forth in subsection 8.4.7.2 above for that amount of Second Priority Use P1 FATW delivered through the Houweling POD for which the City does receive a right to pump groundwater pursuant to section 4.1 above, and the Second Priority Use Rate set forth in subsection 8.4.7.1 above for the remainder of the Second Priority Use P1 FATW delivered through the Houweling POD each Year.

8.4.8.1 The City shall invoice and each Second Priority User shall promptly pay each invoice pursuant to section 14 below.

8.5 Third Priority Use. Third Priority Users may purchase P1 FATW not otherwise committed for First and Second Priority Uses at the "Third Priority Use Rate" set forth in subsection 8.5.3 below. Purchasers of P1 FATW at the Third Priority Use Rate shall be deemed to have a "Third Priority Use." A Third Priority Use takes priority over a Fourth Priority Use, which means that the flow of P1 FATW for a Third Priority

Use may not be interrupted, reduced, suspended or terminated to satisfy Fourth Priority Use.

8.5.1 Management of Third Priority Use. Notwithstanding any other provision in this Agreement, Third Priority Use shall be subject to the management authority of UWCD, PVCWD and/or the City as more particularly described in sections 10 and 11 below. In exercising that authority, UWCD, PVCWD and the City may, through the exercise of their collective reasonable discretion, modify the terms and conditions governing the delivery of P1 FATW for Third Priority Use. PVCWD, UWCD and the City shall exercise this discretion reasonably and shall, where feasible, provide each Third Priority User a reasonable opportunity to provide PVCWD, UWCD and/or the City with sufficient information to argue that the proposed modification is not required. Such modifications shall be made to facilitate and maximize the use of P1 FATW for First, Second and Third Priority Use. Modifications may include, without limitation, temporary reductions or interruptions of service to Third or Fourth Priority Use. Modifications may also include the termination of P1 FATW service to Third Priority Users where that termination is required to meet First and Second Priority Use demand. To the extent the Parties cannot timely agree on the management of P1 FATW available to the Third Priority Users, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary.

8.5.2 Purchase of P1 FATW for New Third Priority Use. The City shall not provide P1 FATW for a Third Priority Use to any new user or for use at an additional property for an existing Party without first making reasonable best efforts to confer with all the Second Priority Users, Third Priority Users, UWCD and PVCWD. Based upon the input received on the following factors, along with any other information deemed relevant by the City, the City may, in its sole and reasonable discretion, elect to extend service to a new Third Priority Use for a new Party or at a new property for an existing Party.

8.5.2.1 Whether the amount of P1 FATW requested for the Third Priority Use is likely to cause the total amount of P1 FATW committed to Third Priority Uses to consistently exceed the total amount of P1 FATW available for Third Priority Uses.

8.5.2.2 The quantity of P1 FATW used as a Fourth Priority Use.

8.5.2.3 The quantity of P1 FATW that has not been put to use because of limited demand.

8.5.2.4 Any anticipated changes in availability of temporary, seasonal or long term storage of P1 FATW.

8.5.2.5 Any unique demand characteristics of the new or expanded use proposed for a Third Priority Use.

8.5.2.6 Whether the amount of P1 FATW requested for the Third Priority Use may materially reduce, impede or impair the availability of P1 FATW to

Third Priority Users based on historic and anticipated the cropping patterns and seasonal water demands.

8.5.3 Third Priority Use Rate. Third Priority User rates shall be calculated based on metered use for P1 FATW delivered through such Third Priority User's PODs as follows:

8.5.3.1 For that portion of the volume of water delivered through the Third Priority User's POD for which the City does not receive in exchange a right to pump local groundwater pursuant to the FATW Management Plan as provided in section 4.1 above, the Third Priority User shall be charged and pay to the City the then applicable Calleguas Tier 2 rate. The Parties acknowledge and agree that this rate shall be renegotiated to a rate that reflects the City's cost to purchase water from Calleguas, should there be a material change in either: a) the rate structure applicable to the City for the purchase of Tier 2 water from Calleguas, or any component thereof, including the Calleguas "capacity reservation charge," existing at the Effective Date; or b) the City's rights to purchase Tier 2 water from Calleguas in lieu of the use of the associated RWPA..

8.5.3.2 For that portion of the volume of water delivered through the Third Priority User's POD for which the City does receive in exchange a right to pump local groundwater pursuant to the FATW Management Plan as provided in section 4.1 above, Third Priority Users shall be charged and pay to the City \$500.00 per AF ("Third Priority Use Rate"), subject to the annual adjustments set forth in subsection 8.4.7.2.1 above. The Third Priority Use Rate of \$500.00 per AF shall be referred to as the "Original Third Priority Use Rate" and in applying subsection 8.4.7.2.1 above, the Original Third Priority Use Rate shall be used in place of the Original Second Priority Use Rate whenever applicable.

8.5.3.3 The City shall invoice and each Third Priority User shall promptly pay each invoice pursuant to section 14 below.

8.6 Fourth Priority Use. P1 FATW not otherwise committed to First, Second or Third Priority Uses, or for Storage, may, in accordance with the terms and conditions of this Agreement, be purchased by UWCD and PVCWD at the "Fourth Priority Use Rate" set forth in subsection 8.6.2 below. For that portion of P1 FATW purchased by UWCD or PVCWD at the Fourth Priority Use Rate, UWCD and PVCWD shall be deemed to have a "Fourth Priority Use." PVCWD and UWCD shall take delivery of P1 FATW for Fourth Priority Use at PVCWD's PODs and UWCD's PODs.

8.6.1 Purchase for Fourth Priority Use. To the extent determined feasible by UWCD and PVCWD, given the considerations and operational limitations described in this subsection, UWCD and PVCWD intend to purchase the entire amount of P1 FATW which is not committed to First, Second or Third Priority Uses. However, notwithstanding anything in this Agreement to the contrary, neither this expression of intent, nor any provision in this Agreement shall be construed as a guarantee or commitment by UWCD or PVCWD to purchase any P1 FATW or minimum volume

thereof. The Parties recognize that UWCD's and PVCWD's ability to purchase P1 FATW for Fourth Priority Use is limited by UWCD's and PVCWD's seasonal and diurnal customer demand, other sources of water which now or in the future may become available to UWCD and PVCWD, the cost of P1 FATW, and the use of P1 FATW for Storage. UWCD and PVCWD recognize that the demand for First, Second and Third Priority Uses, and Storage, may, over time, cause the amount of P1 FATW available to UWCD and PVCWD for Fourth Priority Use to decrease. The availability, if any, in the amount of P1 FATW available to UWCD or PVCWD for Fourth Priority Use shall not relieve PVCWD or UWCD of the operational and management obligations under this Agreement. To the extent UWCD and PVCWD cannot agree upon the distribution between the two entities of available Fourth Priority P1 FATW, and an equal distribution of Fourth Priority P1 FATW to UWCD and PVCWD is not practical, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary to make available the Fourth Priority P1 FATW to UWCD and PVCWD.

8.6.2 Fourth Priority Use Rate. Fourth Priority User Rates shall be calculated based on metered use for P1 FATW delivered for Fourth Priority Use through the PVCWD's PODs and UWCD's PODs as follows:

8.6.2.1 PVCWD and UWCD shall be charged and pay to the City the Fourth Priority Use Rate, calculated as the Third Priority Use Rate minus a "Management Discount," as described in section 9 below. The Fourth Priority Use Rate shall be subject to the annual adjustments set forth in subsection 8.4.7.2.1 above. The Original Third Priority Use Rate minus the then applicable Management Discount shall be referred to as the "Original Fourth Priority Use Rate" and shall be used in applying the annual adjustments to Fourth Priority Use Rate whenever applicable.

8.6.2.2 PVCWD and UWCD acknowledge that the Fourth Priority Use Rate is established with the presumption that the City receives in exchange for the P1 FATW delivered for Fourth Priority Use a right to pump local groundwater pursuant to the FATW Management Plan as provided in section 4.1 above. UWCD and PVCWD agree that the provisions of section 23 below shall apply if the FATW Management Plan is altered in a way that materially reduces the City's right to pump local groundwater in exchange for delivery P1 FATW for Fourth Priority Use.

8.6.2.3 The City, UWCD, and PVCWD acknowledge that the method of establishing the Fourth Priority Use Rate (based on the Third Priority Use Rate minus the Management Discount) is intended to ensure that UWCD and PVCWD pay a fair share of the costs of the P1 FATW Facilities in addition to recognizing the benefits received by all Parties through UWCD's and PVCWD's extraordinary management obligations provided in this Agreement.

8.6.2.4 The City shall invoice and each Fourth Priority User shall promptly pay each invoice pursuant to section 14 below.

8.6.3 Storage. PVCWD, UWCD and the City acknowledge and agree that additional capability to store P1 FATW, both for temporary and seasonal periods, will

provide the Parties with the facilities needed to maximize the beneficial use of P1 FATW. PVCWD, UWCD and the City agree that (i) the City may store P1 FATW during periods when PVCWD or UWCD may not be capable of taking delivery of P1 FATW, and that stored P1 FATW may subsequently be used to supply First, Second, or Third Priority Uses; or (ii) the City may store some portion of the available Fourth Priority Use P1 FATW to gather data sufficient to obtain permits for certain methods of storage of P1 FATW.

8.7 Calleguas Wheeling Rate. To the extent Calleguas imposes a fee ("Calleguas Wheeling Rate") for use and delivery of P1 FATW through the SMP, the City shall include that Calleguas Wheeling Rate as a component of any charge imposed on and payable by Second, Third and Fourth Priority P1 FATW Users, as set forth above. The Parties anticipate that the Calleguas Wheeling Rate will be imposed on a per acre-foot basis.

9. Special Consideration for UWCD's and PVCWD's Operational and Management Obligations. For so long as UWCD and PVCWD continue to fulfill the special obligations provided in sections 10 and 11 below, each shall receive the following "Management Discount" for its purchases of P1 FATW:

9.1 The initial Management Discount shall be one hundred and seventy five dollars per acre foot (\$175/AF) of P1 FATW delivered through the UWCD POD and SMP POC, or the PVCWD POD and SMP POC, and shall be referred to as the "Original Management Discount". The Management Discount shall be adjusted annually on the Adjustment Date beginning in 2015, using the CPI Adjustment provided in subsection 8.4.7.2.1(a) above, with the Original Management Discount used where applicable.

9.2 The Management Discount shall be applicable to any P1 FATW purchased by PVCWD or UWCD for a Second, Third or Fourth Priority Use, subject to the annual adjustments set forth in subsection 8.4.7.2.1 above. However, those annual adjustments shall be based not on the applicable rate, but on the applicable rate less the Management Discount.

10. Operation of AWPFF and P1 FATW Facilities.

10.1 The City shall be responsible for delivery of P1 FATW from the AWPFF into the P1 FATW Facilities.

10.2 To the extent feasible, and in accordance with the terms and conditions set forth in this Agreement, the City shall ensure that the amount of P1 FATW available for distribution through the P1 FATW Facilities shall be sufficient to meet First, Second and Third Priority Use demand, as that demand may exist at any point in time. When PVCWD, UWCD and the City, through the exercise of their collective reasonable discretion, determine that all available P1 FATW is committed to First and Second Priority Uses, no P1 FATW shall be delivered to any Third or Fourth Priority Use. PVCWD, UWCD and the City shall exercise this discretion reasonably.

10.3 The City shall, to the extent feasible, refrain from storing, discharging or otherwise disposing of P1 FATW in any manner that reduces, impedes or prevents

distribution of the maximum amount of P1 FATW to First or Second Priority Users as required under this Agreement. However, this restriction shall not apply to the extent the City must comply with third party regulatory requirements, or in conducting those studies necessary to obtain regulatory approval to: (i) use the local groundwater basin for temporary, seasonal or long term storage of the P1 FATW, or (ii) expand the use of the FATW Facilities for subsequent phases of the GREAT Program. In complying with these regulatory requirements, the City will make every reasonable effort to minimize any impact on First or Second Priority Users.

10.4 The City, UWCD and PVCWD shall, to the fullest extent permitted by law, jointly coordinate and manage the day-to-day delivery of P1 FATW to the Parties.

10.5 The City, UWCD and PVCWD shall, to fullest extent permitted by law, consistent with their rights and obligations under Section 8.6.1 above, make every reasonable effort to jointly coordinate and manage delivery of P1 FATW into the P1 FATW Facilities, storage of P1 FATW in UWCD Facilities and PVCWD Facilities and scheduling use of the P1 FATW among the Parties to achieve the following objectives:

10.5.1 Maximize the reasonable and beneficial use of P1 FATW between and among the Parties, while, to the extent feasible, delivering to those users an amount of P1 FATW that reflects and is commensurate with their respective priorities as First, Second, Third or Fourth Priority Users.

10.5.2 Coordinate, to the extent feasible, the scheduling of the deliveries of P1 FATW among the Parties so that each receives the maximum amount of P1 FATW that is practical, reasonable and consistent with each user's status as First, Second, Third or Fourth Priority Users.

10.6 To the extent feasible and consistent with the agreement between UWCD and PVCWD referenced in Section 4.8 above, and consistent with their rights and obligations under Section 8.6.1 above, UWCD and PVCWD shall manage storage levels in the UWCD and PVCWD Facilities which they operate to maximize the ability to receive and store any P1 FATW that may be delivered to UWCD and PVCWD in accordance with this Agreement. This obligation includes: a) PVCWD coordinating its use of P1 FATW within the PVCWD Facilities operated by PVCWD along with PVCWD's other water supplies, and b) UWCD coordinating its use of P1 FATW within UWCD Facilities along with UWCD's other water supplies. UWCD and PVCWD shall accomplish the requirements of this subsection 10.6 while also preserving UWCD's ability to maximize groundwater recharge with surface water available to UWCD. This obligation also includes PVCWD and UWCD making every reasonable effort to encourage each of their respective customers to rely on PVCWD water supplies or UWCD water supplies, as applicable, in lieu of the customer's groundwater wells.

10.7 In the event PVCWD or UWCD elect, each in its sole and absolute discretion, to cede its specific management and operational obligations under this section 10, or the City and United and/or PVCWD agree the City shall assume these responsibilities, UWCD and/or PVCWD, as the case may be, shall be immediately

relieved of, and the City shall assume full responsibility for, those obligations. The City's assumption of UWCD's or PVCWD's obligations pursuant to this provision shall not in any manner affect UWCD's or PVCWD's right to receive P1 FATW for Fourth Priority Use, but the Management Discount to which UWCD or PVCWD is entitled pursuant to subsection 9.1 above shall be reduced by forty-five percent (45%), unless the City, UWCD and PVCWD agree to an alternative percentage.

10.8 To the extent UWCD, the City and PVCWD do not agree upon the distribution of available P1 FATW, or any other activity requiring their coordinated efforts, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary.

11. Further Coordination and Management of FATW Use. In addition to the coordination and management of the operation of the FATW described in section 10 above, the City, UWCD and PVCWD shall have the following coordination and management responsibilities:

11.1 UWCD and PVCWD shall, to the fullest extent allowed by law, ensure that each Party, other than the City, and each of UWCD's and PVCWD's customers, to the extent required under applicable regulations, have a designated and trained FATW site supervisor, who is capable of ensuring the proper implementation of any and all permit requirements for FATW use (signage, etc.), responding to information requests, routine site visits, and emergency conditions.

11.2 As a matter of efficiency and convenience, UWCD and PVCWD may, to the fullest extent allowed by law, assume the site supervisor responsibilities for a UWCD customer, PVCWD customer, and/or any Party other than the City. UWCD's or PVCWD's assumption of any of its customer's or any Party's site supervision responsibilities shall be at UWCD's and PVCWD's sole and absolute discretion, and shall be contingent upon PVCWD or UWCD obtaining written consent of the Party or customer.

11.3 The City shall ensure that UWCD and PVCWD has available all the information and training opportunities necessary to meet its obligations under this Agreement.

11.4 PVCWD and UWCD shall otherwise work with the City to manage all aspects of compliance with the RWQCB and DPH regulatory requirements applicable to FATW use for the purposes contemplated in this Agreement.

11.5 In the event PVCWD or UWCD elects, each in its sole discretion, to cede its specific management and operational obligations under this section 11, or the City, on the one hand, and PVCWD or UWCD, on the other hand as applicable, agree the City shall assume these responsibilities, UWCD and/or PVCWD, as applicable, shall be immediately relieved of, and the City shall assume full responsibility for, those obligations. The City's assumption of UWCD's or PVCWD's obligations pursuant to this provision shall not in any manner affect UWCD's or PVCWD's right to receive P1

FATW for Fourth Priority Use, but the Management Discount to which UWCD or PVCWD is entitled pursuant to subsection 9.1 above shall be reduced by forty-five percent (45%), unless the City, UWCD and PVCWD agree to an alternative percentage reduction.

11.6 To the extent UWCD, the City and PVCWD do not agree upon the distribution of available P1 FATW, or any other activity requiring their coordinated efforts, the City in its sole and reasonable discretion shall make any and all final determinations as may be necessary.

12. UWCD, PVCWD and City Authority.

12.1 The Parties agree that the City, UWCD and PVCWD have the legal authority to manage and operate the P1 FATW Facilities as generally contemplated in this Agreement. Further, the Parties expressly submit to the City's, UWCD's and PVCWD's oversight and authority as expressed in this Agreement, particularly with respect to sections 10 and 11 above, and waive any right to object or contest the exercise of such authority and oversight, provided it is exercised reasonably. As a condition of receiving P1 FATW, each Party (other than the City, UWCD and PVCWD) expressly agrees to and waives any right to contest, the City's, UWCD's and PVCWD's legal authority to manage, operate and oversee the delivery and use of P1 FATW as provided in this Agreement.

12.2 To the extent either UWCD or PVCWD elect not to become a Party to this Agreement, or terminate their participation in this Agreement while it otherwise remains in effect as to the other Parties including either PVCWD or UWCD, then the remaining Party (either PVCWD or UWCD) and the City shall make their reasonable best efforts to fulfill the obligations set forth in sections 10 and 11 above. If both UWCD and PVCWD both elect not to become Parties to this Agreement or terminate their participation in this Agreement while it otherwise remains in effect as to the other Parties, then the City shall undertake the obligations under this Agreement without Fourth Priority Users.

13. Regulatory Fees and Charges. The City shall be responsible for obtaining, including all associated costs, the necessary regulatory approvals and permits required to deliver P1 FATW to the Parties Users as set forth in this Agreement. Each Party shall be responsible for any and all ongoing regulatory costs, including ongoing inspections, permit renewals, and enforcements actions, including penalties, associated with delivery or use of P1 FATW from such Party's POD and on such Party's property or facilities.

14. FATW Billing and Payment.

14.1 The City shall provide each Party with a written invoice monthly, including the amount of P1 FATW delivered through such Party's POD(s), or SMP POC, for the applicable billing period, the applicable rates, the total amount due for that invoice period, and any accrued balance. All invoices shall be paid within thirty (30) days of receipt.

14.2 If a Party disputes any portion of an invoice, it shall provide the City prompt notice of the details of the dispute, and otherwise shall pay any undisputed portion of the invoice. Disputes shall be resolved as promptly as practical.

14.3 Notwithstanding any other remedies available at law or equity, the City may impose a late penalty for any portion of an amount due and payable, but not satisfied by the due date. The late penalty shall be 1.5 percent (1.5%) per month.

15. P1 FATW Water Quality and Testing.

15.1 Water Quality. The City will deliver P1 FATW that is directly suitable for commercial agricultural irrigation, meeting all RWQCB and DPH regulatory and permitting requirements. The water quality profile will be that documented pursuant to 4.10 above. Each Party shall be responsible for any treatment required from that Party's POD (maintaining the disinfection residual, if any, along with any other treatment it may elect to use); provided however, the City makes no warranty regarding the quality of the P1 FATW beyond that specified in this Agreement.

15.2 Water Testing. The City shall be responsible for all water quality testing that is required up to each Party's POD and POC and each Party shall be responsible for any water quality testing beyond its PODs, if any is required.

16. End Use of FATW.

16.1 Each Party agrees to abide by and comply with the operational and management authority exercised by UWCD, PVCWD and the City under this Agreement.

16.2 Each Party acknowledges and confirms that its agricultural operations are not dependent upon the delivery of P1 FATW and that those operations have ready access to alternative water resources in the event that access to P1 FATW is, with or without notice, reduced, temporarily suspended or terminated.

16.3 Each Party understands and agrees that use of P1 FATW is subject to DPH and RWQCB regulations and shall use the P1 FATW only for uses consistent with and in accordance with all applicable laws, regulations and rules.

16.4 Subject to subsection 11.2 above, to the extent required under applicable regulations each Party, including UWCD, PVCWD and each of their respective customers, shall designate a representative to be the "Site Supervisor" for any P1 FATW used within their respective facilities or service area. The Site Supervisor shall represent the Party as a liaison with UWCD, PVCWD and the City, and shall have the authority to carry out the appropriate use of P1 FATW and any related activities at the Party's facilities or in its service area. Each Party shall be primarily responsible for on-site supervision, training, and the general handling of the P1 FATW distributed or stored within its facilities or service area. The City, UWCD, and PVCWD shall collaborate and coordinate any needed training, signage, monitoring and reporting for each Party, and UWCD and PVCWD customers in a manner that is least intrusive to the associated

business and/or farming practices, and otherwise meet any RWQCB and DPH requirements.

16.5 Each Party acknowledges and agrees that P1 FATW shall only be used on the property expressly designated for use and that the P1 FATW shall not be transferred or sold to any third party or any property other than those designated through this Agreement. Provided, however, the Parties acknowledge that PVCWD and UWCD intend to commingle the P1 FATW with its other water supplies and deliver that comingled supply to their customers within their designated service areas.

17. Reduction of Groundwater Use. The Parties, other than the City, acknowledge and agree that they will make every reasonable business effort to use P1 FATW in lieu of their reliance on groundwater. In addition, PVCWD and UWCD shall each make a reasonable effort to encourage their customers to do the same.

18. Priority of Delivery. The City, in accordance with the terms and conditions set forth in this Agreement, shall control the quantity of and rate (GPM) at which P1 FATW will be made available. The Parties acknowledge that the City intends to maximize the use of the P1 FATW to offset in-City potable water demands. However, the Parties also expect that, in accordance with the terms and conditions set forth in this Agreement, a significant majority of the anticipated volume of P1 FATW will be available for the Parties other than the City.

19. FATW Delivery Date. The City expects to be capable of delivering P1 FATW by April of 2015, provided there is no legal challenge or other delay(s) impacting the initiation of delivery and the SMP is available for use. The Parties shall make every reasonable effort to have all necessary facilities and approvals in place so that P1 FATW may be delivered concurrent with the completion of the P1 FATW Facilities and any associated permitting and regulatory compliance measures.

20. City Access to P1 FATW User Facilities.

20.1 Noticed Access. The City, UWCD and PVCWD, or their agents shall have reasonable access to the Parties' facilities subject to the terms and conditions of this Agreement, to verify compliance with this Agreement and all applicable laws regarding the use of P1 FATW under this Agreement. Inspections shall occur during normal business hours. The City shall, in any reasonable manner, give a minimum of forty-eight (48) hours advance notice of an intended inspection, and shall coordinate any inspection to minimize disruption of that Party's business activities.

20.2 Emergency Access. To the extent required to respond to an emergency related to the delivery of P1 FATW, the City shall have unqualified access to each Party's facilities. For purposes of this provision, the term "emergency" means any event involving P1 FATW that presents an immediate threat to public health and safety.

21. Disruption; Modifications.

21.1 Users acknowledge that P1 FATW will be subject to occasional disruptions due to AWPf plant outages, repairs, maintenance and emergencies. The City will make every reasonable effort to maintain P1 FATW available and otherwise provide all Parties with a minimum of forty-eight (48) hours advance notice of anticipated limitations on the availability of P1 FATW. Under no circumstance shall the City, UWCD, or PVCWD be responsible, or held liable for any Party's or P1 FATW User's real or personal property damages, crop damages, lost profits or lost revenue that may result or arise from any disruption in the availability or delivery of P1 FATW to the Party's facilities.

21.2 Users further acknowledge that the use of P1 FATW may be subject to modification as more particularly described in subsections 8.4.6 and 8.5.1 above. PVCWD, UWCD and/or the City will make every reasonable effort under the circumstances to provide the Parties with the maximum advance notice of anticipated modifications related to the provision of P1 FATW. Under no circumstance shall the City, UWCD, or PVCWD be responsible, or held liable, for any Party's or P1 FATW User's real or personal property damages, crop damages, lost profits, lost revenue, consequential, or punitive damages that may result or arise from any modifications or limitations in the availability or delivery of P1 FATW to the User's facilities.

22. Liability and Indemnification.

22.1 The City shall hold harmless, defend and indemnify the other Parties, and their directors, officers, agents, and employees from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, regulatory compliance fees, penalties and charges, or other costs and expenses that any User may incur or suffer, excluding lost profits, lost revenue, consequential or punitive damages, resulting from, arising out of, or in connection with the following:

22.1.1 Any negligent act or omission or willful misconduct on the part of the City, its officers, agents, and employees, in the performance of this Agreement; or

22.1.2 Any personal injury or property damage resulting from the failure of the City to provide P1 FATW of a quality meeting the minimum applicable federal, state and local standards for agricultural use; or

22.1.3 Any challenge to the approval of this Agreement arising out of compliance with the CEQA; or

22.1.4 Any act or omission relating to the City's handling, distribution, use or contact with the P1 FATW up to and including the each Party's PODs.

22.2 PVCWD shall hold harmless, defend and indemnify the City, Council members, officers, agents, and employees ("City Indemnified Parties") from and against

all liabilities, obligations, claims, damages, losses, actions, judgments, suits, regulatory compliance fees, penalties and charges, or other costs and expenses the City or any City Indemnified Party incurs or suffers resulting from, arising out of, or in connection with the following:

22.2.1 Any negligent act or omission or willful misconduct on the part of PVCWD, its governing members, officers, agents, and employees, in the performance of this Agreement; or

22.2.2 Any act or omission on the part of PVCWD relating to the handling, distribution, use or contact with the P1 FATW distributed through PVCWD PODs.

22.3 UWCD shall hold harmless, defend and indemnify the City, Council members, officers, agents, and employees ("City Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, regulatory compliance fees, penalties and charges, or other costs and expenses the City or any City Indemnified Party incurs or suffers resulting from, arising out of, or in connection with the following:

22.3.1 Any negligent act or omission or willful misconduct on the part of UWCD, its governing members, officers, agents, and employees, in the performance of this Agreement; or

22.3.2 Any act or omission on the part of UWCD relating to the handling, distribution, use or contact with the P1 FATW distributed through UWCD PODs.

22.4 Each Party, other than the City, UWCD and PVCWD, shall hold harmless, defend and indemnify the City, UWCD, and/or PVCWD, their Council members, Directors, officers, agents, and employees ("City, UWCD and PVCWD Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, regulatory compliance fees, penalties and charges, or other costs and expenses the City, UWCD, or PVCWD or any City, UWCD and PVCWD Indemnified Party incur or suffer resulting from, arising out of, or in connection with the following:

22.4.1 Any negligent act or omission or willful misconduct on the part of the User, its officers, agents, and employees, in the performance of this Agreement; or

22.4.2 Any act or omission on the part of the Party, other than the City, UWCD, or PVCWD, relating to the handling, distribution, use or contact with the P1 FATW distributed through the Party's POD.

22.5 Promptly following notice of any claim, the indemnified party shall provide written notice to the indemnifying party of such claim. The indemnifying party shall thereafter defend against such claim. The indemnifying party shall select counsel of its choice. If, following notice of a claim by the indemnified party, the indemnifying party fails to promptly defend such claim, the indemnified party may defend the claim as it deems appropriate and with counsel of its choice, including without limitation,

settlement of the claim on terms the indemnified party deems appropriate, and may pursue remedies as may be available to the indemnified party against the indemnifying party.

22.6 The City's responsibility under section 22.1.3 is limited to providing common legal counsel and defense for all real parties in interest that may be named in a CEQA challenge, or the City's election to settle any such CEQA challenge, in the City's sole discretion. Any party may elect, in its sole discretion, defend itself in such CEQA challenge, at its sole cost and expense.

22.7 The indemnification requirements of this section 22 shall survive the termination of this Agreement.

22.8 Notwithstanding any term or condition set forth in this section 22, under no circumstances shall the City, UWCD or PVCWD, members of their governing bodies, officers, agents, or employees, be liable to any Party, or each or any of them, UWCD customers, or PVCWD customers, for their lost profits, lost revenues, consequential or punitive damages.

23. GMA Regulatory Changes. Subsequent to the City providing notice of the satisfaction or waiver of the condition precedent provided in subsection 4.1 above, should the GMA alter the FATW Management Plan such that the City's right to pump groundwater is materially altered, or the GMA restricts the rate the City may extract groundwater in a manner that imposes a material burden on the City, either financially or in its ability to provide water service to its customers, the Parties shall either develop a prompt, mutually acceptable accommodation, or the City may terminate this Agreement pursuant to section 25.3.2 below.

24. Default. A Party shall be in default if it fails to perform any of its obligations under this Agreement at the time performance is due. The defaulting Party shall have thirty (30) days from receipt of a written demand to cure such non-performance or to notify the non-defaulting Party of the existence of, and basis for, a good faith dispute. If the default is curable but cannot be cured within the 30-day period for reasons beyond the control of the defaulting Party, and the defaulting Party is diligently pursuing reasonable efforts to cure such default, the cure period shall be extended as reasonably necessary to permit performance.

25. Term and Termination.

25.1 Term. This Agreement shall remain in full force and effect from the Effective Date, and for ten (10) years following the Effective Date unless terminated pursuant to this Agreement.

25.2 Renewal. The Parties may, either collectively, individually or in any combination, renew this Agreement for an additional ten (10) year term by providing the City with advance written notice of its election to renew between six (6) and twelve (12) months prior to the end of the term provided in subsection 25.1 above. Any renewal shall be subject to good faith negotiations between the City and those Parties seeking renewal

over: (a) any amendments, modifications or accommodations desired by the negotiating parties; (b) any amendments, modifications or accommodations reflecting material changes to regulations governing the allowed uses of FATW; and, (c) the magnitude of the then applicable priority use rates and the methodology of adjusting those priority use rates from year to year.

25.3 Termination.

25.3.1 Termination by Mutual Consent. This Agreement may be terminated in its entirety by unanimous written consent of the Parties, including current Users;

25.3.2 Termination under Specified Conditions. Upon one (1) year prior written notice by the City to all other Parties, this Agreement may be terminated in its entirety based upon the conditions set forth in section 23 above.

25.3.3 Termination by Party Other Than City. Upon one (1) year prior written notice by the Party electing to terminate its participation (other than the City) to all other Parties, each Party other than the City may terminate its participation in this Agreement at its sole discretion. Such termination shall be effective upon the later of a) full payment to the City of all outstanding amounts due and payable, or b) one year from the date of the written notice of termination.

25.3.4 City Termination.

25.3.4.1 With as much advance written notice provided to each Party as reasonably practical, this Agreement may be terminated in its entirety if: a) the City has elected not to construct the P1 FATW Facilities provided in Section 5.2 above, and b) Calleguas has provided notice to the City that the SMP will no longer be available to transmit P1 FATW. If terminated pursuant to this provision, the Agreement shall terminate on the date upon which the SMP is no longer available to transmit P1 FATW.

25.3.4.2 The City may terminate this Agreement with 60 days advance written notice if the total use (in AF) of Second through Fourth Priority P1 FATW drops below 50% (fifty percent) of the P1 FATW capacity for longer than 90 (ninety) days, based on the average use over that 90 (ninety) day period.

25.3.5 Termination due to Breach. If one or more of the Parties to this Agreement is in breach of a material provision of this Agreement, and the breach has not been (i) cured within the cure period provided in section 24 above, or (ii) waived in writing by the non-breaching Parties, then this Agreement shall terminate only with respect to the Party in breach, but remain in full force and effect with respect to those not in breach.

25.4 Effect of Termination. The right to terminate as set forth in this section shall be in addition to any other rights that may be available to the City, any other Party to this Agreement, at law or in equity and shall not be construed as an election of

remedies. The termination of this Agreement shall not relieve any Party of any liability that accrued prior to such termination. Upon the termination of this Agreement, all of the provisions of this Agreement shall terminate except the indemnity provisions set forth in Section 22 above and any continuing responsibility for payment required hereunder.

26. New Parties. Prior to receiving delivery of P1 FATW, a person or entity that is not Party to this Agreement must agree to be bound by the terms and conditions of this Agreement and signify in a writing approved by each of the Parties to this Agreement or their respective counsel that such person or entity is subject to all of the terms and conditions of this Agreement as if an original signatory to this Agreement.

27. Expansion of AWPf Treatment Capacity.

27.1 The City acknowledges that AWPf is constructed so that it can generate additional FATW with the addition of certain treatment and appurtenant equipment. The City agrees to work with the Parties to develop funding sources to expand the FATW generating capacity of the AWPf, along with adequate storage capability, to make more complete use of the potential capacity of the AWPf. The Parties acknowledge that the material terms and conditions provided in this Agreement are not be applicable, in whole or in part, to additional FATW generated from expansion of the AWPf treatment capability.

27.2 This Agreement is limited to the P1 FATW. However, the installation of additional FATW production capability at the AWPf shall not, under any circumstances, relieve the Parties of their rights and obligations under this Agreement.

27.3 If, during the term of this Agreement, P1 FATW Facilities become non-operational for an extended period and additional FATW generating capability has been installed at the AWPf, the City will make reasonable efforts to utilize the additional FATW as a source of P1 FATW to the Parties to the extent practical given the then existing City obligations to deliver both P1 FATW to the Parties and non-P1 FATW dedicated to other users. The intent of this provision is to ensure, to the extent reasonably practical, that the availability of FATW to Parties under this Agreement will continue even where P1 FATW is no longer available as a result of a P1 FATW Facilities failure or non-operation.

28. Water Rights. The City expressly warrants that it owns all necessary rights in the P1 FATW that is the subject of this Agreement, including, without limitation, the right to distribute that P1 FATW to the Parties as specified herein. The Parties expressly acknowledge that this Agreement is intended to provide a management plan for the use of P1 FATW and the associated groundwater pumping for which the use of P1 FATW offsets, within the construct of the GMA regulatory oversight within the region. This Agreement does not convey title to or ownership of the P1 FATW or any water rights which the Parties may individually possess or otherwise be entitled, except as expressly provided in this Agreement. This Agreement is not intended to, nor shall it be interpreted to, give up any rights the City holds pursuant to Water Code section 1210, except as may be expressly provided in this Agreement.

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29. Modification. This Agreement may be modified or amended only by a written instrument signed by all Parties.

30. Metropolitan Water District. The Parties acknowledge that the City is a party to an agreement between it, Metropolitan Water District of Southern California ("MWD") and Calleguas through which the City may receive certain contributions from MWD to offset the cost to the City to produce FATW. During the term of this Agreement, the City may also seek to obtain additional contributions from MWD and Calleguas to offset the cost to produce FATW. The Parties acknowledge and agree that these cost offsets are exclusive rights held by the City and no Party, other than the City, is entitled to any current or future contributions from MWD or Calleguas associated with the cost of construction or ongoing operation of the AWP or the P1 FATW Facilities. The Parties agree that if the City obtains a future cost offset from Calleguas or MWD that is based upon City deliveries of P1 FATW to P1 FATW Users, the Parties shall negotiate in good faith a fair sharing of the cost offset.

31. Authority to Execute. All Parties warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, the each Party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which a Party is obligated, which breach would have a material effect hereon.

32. Further Assurances and Cooperation.

32.1 Each Party to this Agreement shall at its own expense perform all acts and execute all documents as may be necessary or appropriate to fulfill its obligations under this Agreement. The Parties shall cooperate and take all such actions as may be reasonably necessary to carry out the purposes of this Agreement.

32.2 In particular, the Parties acknowledge that the Pump Charge Adjustments referenced in this Agreement are predicated on UWCD and GMA current business methods and practices. Should either the GMA or UWCD materially modify the method of developing and imposing any of the three groundwater extraction charges that compose the Pump Charge Adjustment, the Parties agree to negotiate in good faith a functionally equivalent method of calculating an annual adjustment to Priority User Rates that includes the annual changes in cost of producing groundwater as a result of pump charges imposed by regional entities.

33. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns.

34. Separability. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to

the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

35. Headings; Paragraph References. Captions and headings appearing in this Agreement are inserted solely as reference aids and they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

36. Uncontrollable Forces and Emergencies. The City may curtail or reduce the amount of P1 FATW delivered through the P1 FATW Facilities or any POD, if by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule or regulation, or any public emergency or disaster, the City is prevented from delivering, in whole or in part, P1 FATW to any or all of the Parties.

37. Opinions and Determinations; Good Faith. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of a Party, such terms are not intended to and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. The Parties shall each act in good faith in performing their respective obligations as set forth in this Agreement

38. Exclusive Use of P1 FATW. The P1 FATW delivered to each Party shall be used exclusively on and for the benefit of each Party's property as specified herein.

39. Governing Law. This Agreement shall be deemed a California contract and construed according to California law, regardless of whether this Agreement is executed by any Party in another state or otherwise.

40. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties.

41. Rules of Interpretation. The terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted, or in favor of the Party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any Party to this Agreement.

42. Assignment. With the prior written consent of the City, each Party may assign its rights under this Agreement provided:

42.1 The assignee agrees to be bound by all of the obligations set forth herein.

42.2 No assignment shall permit the delivery of P1 FATW to any property other than the assignor's facilities and for commercial agricultural uses consistent with applicable laws and regulations.

42.3 Without the prior written consent of the City, any assignment shall be ineffective, null and void and shall entitle the City to any and all remedies at law or in equity.

43. Semi-Annual Meetings. Commencing with the execution of this Agreement by all Parties, and semi-annually, or as frequently as necessary thereafter, the Parties shall hold joint meetings to review the status and operation of the P1 FATW Facilities.

44. Attorneys Fees and Costs. The prevailing party in any dispute arising out of this Agreement may recover its reasonable costs and attorney's fees and costs, including expert witness fees and costs, expended in connection with such an action.

45. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

46. Communications. All notices, demands, requests and other communications required or permitted by or provided for in this Agreement shall be given in writing to the Parties at their respective addresses set forth below, or at such address as a Party shall designate for itself in writing. Communications may be transmitted: (i) by personal delivery, (ii) by messenger, express, air courier or similar courier service, or (iii) by facsimile. Delivery or service of any communication shall be deemed effective upon receipt. The date of receipt shall be the date shown as the date of delivery in the written proof of delivery by personal, express mail or courier service, or the electronic confirmation sheet for a facsimile. Any communication received after 5:00 p.m. local time, or on a day other than a business day, shall be deemed received on the next business day.

To City:

City of Oxnard
c/o Utilities Director
305 West Third St, 3rd Floor
Oxnard, CA 93030

To PVCWD:

Pleasant Valley County Water District
c/o General Manager
154 South Las Posas Rd.
Camarillo, CA 93010-8570

To UWCD:

United Water Conservation District
c/o General Manager
106 North 8th Street
Santa Paula, CA 93060

To Houweling:

Houweling Nurseries
c/o President
645 W. Laguna Road
Camarillo, CA 93012

To Southland:

Southland Sod
c/o President
PO Box 579
Port Hueneme, CA 93044-0579

To Reiter:

Reiter Affiliated Companies
c/o Strategic Projects Manager
730 South A St.
Oxnard, CA 93030

47. Incorporation by Reference. All exhibits and attachments to this Agreement are expressly made a part of this Agreement as though fully set forth herein.

48. No Waiver. Any failure or delay on the part of any Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

++++++*Signatures on following pages*++++++

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto:

SIGNATURES

CITY OF OXNARD

By _____
Tim Flynn, Mayor

ATTEST:

By _____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By _____
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

By _____
Daniel Rydberg, Interim Utilities Director

APPROVED AS TO INSURANCE:

By _____
James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

By _____
Greg Nyhoff, City Manager

+++++++Signatures continue on following pages+++++++

UNITED WATER CONSERVATION
DISTRICT

By _____

Approved as to Form:

By _____
Anthony Trembley,
General Counsel

+++++++*Signatures continue on following pages*+++++++

Agreement No. A-7651
ORIGINAL

PLEASANT VALLEY COUNTY WATER
DISTRICT

By *John V. Mathews Pres.*

Approved as to Form:

By *[Signature]*
John Mathews
General Counsel

++++++*Signatures continue on following pages*++++++

HOUWELING NURSERIES OXNARD, INC.

By 
Chris Brocklesby, CFO & Secretary

ORIGINAL

++++++*Signatures continue on following pages*++++++

ORIGINAL

Agreement No. A-7651

SOUTHLAND SOD

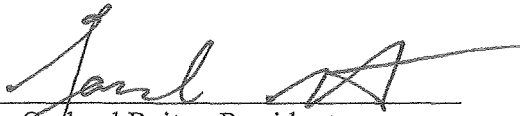
By

Jurgen Gramekow, President

Pres

+++++++Signatures continue on following pages+++++++

REITER BROTHERS, INC.,

By 
Garland Reiter, President

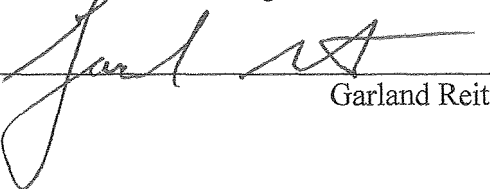
SOUTHERN PACIFIC FARMING, INC.

By 
Garland Reiter, President

SOUTHERN PACIFIC FARMING II, LLC,

By its Manager

Southern Pacific Farming, Inc.

By 
Garland Reiter, President

ORIGINAL

EXHIBIT A

INITIAL P1 FATW ALLOCATIONS

Priority	Entity	Annual Use or Yearly Second Priority Commitment (AFY)	Minimum Second Priority Commitment (AFY)	Daytime GPM Capacity or Peak Capacity Reservation (GPM)	Nighttime GPM Capacity or Peak Capacity Reservation (GPM)
First Priority	City	1,800		390	1,845
Second Priority	Houweling	800	350		1,000
	Southland	400	175	500	
	Reiter	800	350	1,000	
Third Priority		1,500		1,500	620
Fourth Priority		3,000		1,000	875
Initial Capacity Available (Total)		7,000		4,340	4,340

Exhibit "B"

Fox Canyon Groundwater Management Agency
Resolution 2013-02

Resolution No. 2013-02
of the
Fox Canyon Groundwater Management Agency

**A RESOLUTION CONCERNING THE IMPLEMENTATION OF FIRST
PHASE OF THE CITY OF OXNARD'S GREAT PROGRAM AND THE
ASSOCIATED RECYCLED WATER MANAGEMENT PLAN**

WHEREAS, the Fox Canyon Groundwater Management Agency ("Agency") was established to preserve the integrity of the quality and quantity of groundwater resources within its boundaries; and

WHEREAS, the Agency exercises its regulatory authority through ordinances, resolutions, and implementation of its adopted groundwater management plan; and

WHEREAS, the current Agency groundwater management plan ("GMA Management Plan") was updated and adopted in May 2007; and

WHEREAS, the GMA Management Plan provides an extensive evaluation of the varying conditions in aquifers within the Agency, and an assessment of the water management strategies that various entities propose for implementation within the Agency; and

WHEREAS, the City of Oxnard ("City") is in the final stages of constructing the first phase of its Groundwater Recovery Enhancement and Treatment Program ("GREAT Program"), through which the City will make available approximately 7,000 acre-feet per year ("AFY") of advanced treated recycled water ("RW") for use within the City, the Oxnard Plain and Pleasant Valley area; and

WHEREAS, the GMA Management Plan describes the use of RW generated from the GREAT Program as an important management strategy that will result in improvements to water supply reliability and water quality conditions within the Agency; and

WHEREAS, the primary benefits of the GREAT Program include: (a) generation of approximately 7,000 AFY of new water supplies for the region; (b) increased use of supplemental water supplies and the concomitant reduced groundwater pumping in the areas of the Oxnard Plain and Pleasant Valley subbasins; (c) introduction of RW into the Pumping Trough Pipeline ("PTP") and Pleasant Valley County Water District ("PVCWD") systems which will increase United Water Conservation District's ("UWCD") ability to recharge surface water to the Forebay under certain conditions; (d) shifting groundwater pumping from the coastal and Pleasant Valley areas that are most difficult to recharge, to the Forebay/Near Forebay, which is easily recharged; (e) overall increase in groundwater recharge; and (f) the removal of tons of salts from the Oxnard Plain and Forebay groundwater; and

Page 1 of 6

WHEREAS, the Agency adopted Resolutions Nos. 2003-4, and 2003-5 in support of the implementation of the GREAT Program; and

WHEREAS, UWCD's mission is to manage, protect, conserve and enhance the water resources of the Santa Clara River, its tributaries, and associated aquifers; and

WHEREAS, UWCD has and continues to serve an integral role in evaluating groundwater conditions within the Agency jurisdiction and developing strategies to optimize the management and use of water resources within the region. United's efforts in this regard are documented in the GMA Management Plan and its ongoing responsibilities in monitoring aquifer conditions and regularly operating and updating Ventura Regional Groundwater Model; and

WHEREAS, UWCD, PVCWD and the City have developed a plan to utilize RW within the UWCD PTP and PVCWD ("PV") distribution systems, along with direct delivery of RW to agricultural users along the pipeline alignment (collectively, "RW users"). Certain RW users have documented this plan to use RW through an agreement titled, "Full Advanced Treatment Recycled Water Management and Use Agreement" entered into by and between the City, PVCWD, UWCD, Houweling Nurseries, Reiter Affiliated Companies and Southland Sod ("RW Agreement"). The RW Agreement is an attachment to the Agency staff report accompanying this Resolution; and

WHEREAS, the City, UWCD and PVCWD will oversee and coordinate the ongoing delivery of RW to agricultural users in the Pleasant Valley and Oxnard Plain subbasins; and

WHEREAS, as a component of the RW Agreement, the City, UWCD and PVCWD have developed a "Recycled Water Management Impact Analysis Plan" ("RWIA Plan") pursuant to which basin conditions will be monitored and analyzed, and criteria set under which the City will be able to pump groundwater from City owned wells and the UWCD Oxnard-Hueneme system ("OH System"). The RWIA Plan is set forth in this Resolution and its attachments; and

WHEREAS, the use of RW and the implementation of the RWIA Plan will contribute to the improvement of groundwater supply and quality issues within the Agency; and

WHEREAS, from 2006 to present the City, UWCD and PVCWD collaborated on the implementation of the Conejo Creek – Supplemental M&I Water Program. This program provided PVCWD approximately 6,000 AFY of additional surface water supplies. All or some portion of the groundwater pumping by PVCWD displaced by this additional surface water was then transferred to the Forebay through groundwater delivered to UWCD's Oxnard-Hueneme Pipeline customers, including the City. The intent of this program was to shift groundwater pumping from the Pleasant Valley subbasin to the Forebay; and

WHEREAS, the data obtained from the implementation of the Supplemental M&I Water Program is valuable in assessing the capabilities and impacts of shifting additional pumping to the Forebay as documented in the RWIA Plan (Attachment A); and

WHEREAS, the GREAT Program Final Environmental Impact Report (SCH #2003011045) assessed the potential environmental impacts associated with Phase 1 of the GREAT Program and this RWIA Plan, and was certified in September, 2004, concurrent with the City's approval of the construction of Phase 1 of the GREAT Program; and

WHEREAS, the Agency Ordinance Code provides for adjustments to extraction allocations; and

WHEREAS, the Agency has considered the environmental effects of the RWIA Plan as shown in the GREAT Program Final Environmental Impact Report and made the findings required by California Environmental Quality Act Guidelines section 15091.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND RESOLVED AS FOLLOWS: The Agency grants its approval of the RWIA Plan subject to the following conditions:

1. This Resolution supersedes and restates in its entirety Resolution No. 2003-5.
2. The UWCD has provided the RWIA Plan and Monitoring Plan for the proposed groundwater pumping allowed pursuant to this Resolution. This Resolution and the RWIA Plan contain the following (the RWIA and Monitoring Plan are included as Attachment A and B to this Resolution):
 - a. A description of groundwater monitoring program consisting of water level and water quality monitoring that is designed to detect ongoing conditions within the West Las Posas Basin, Pleasant Valley subbasin, the Oxnard Plain subbasin, and the Forebay. Water level and quality data shall be collected on an ongoing basis for use to assess basin conditions and provide for the ongoing use of the Ventura Regional Groundwater Model in evaluating basin conditions.
 - b. An assessment of historic and current conditions in the Forebay, Oxnard Plain and Pleasant Valley subbasins and anticipated impacts to those subbasins associated with the implementation of the RWIA Plan.
 - c. Limitations or restrictions on Forebay pumping based upon groundwater level triggers and hydrologic conditions.
 - d. Annual, or more frequent, coordination meetings and reporting between the City, UWCD, PVCWD and the Agency regarding the annual report and implementation of the RWIA.
 - e. All monitoring and reporting shall be overseen and approved by a State of California Licensed Professional Geologist or Engineer.
3. The City shall accrue a Recycled Water Pumping Allocation ("RWPA") (up to 5,200 AFY per year), which allows the City to obtain groundwater in a volume and subject to the conditions provided in this Resolution.
4. The City will receive 1 acre-foot of RWPA for each acre-foot of RW use that results in 1 acre-foot decrease in groundwater pumping by RW users. Further, the City will receive RWPA only in the instance that the reduced groundwater pumping by RW users was

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groundwater that would have been pumped based upon a Historical Allocation or Irrigation Efficiency/Allowance Allocation.

5. To the extent practical, PVCWD shall prioritize its water use as follows, from highest to lowest priority: (a) Conejo Creek Project supplemental water; (b) RW; (c) surface water from UWCD; and (d) groundwater. However, the Agency acknowledges that Camrosa Water District and PVCWD are currently reevaluating the future availability of water from the Conejo Creek Project. This Resolution creates no obligation for PVCWD to continue purchasing water through the Conejo Creek Project; provided however, if PVCWD does continue to have access to that supply, it should rely on it as a first priority. Further, the Agency recognizes that Camrosa Water District has relied and may continue to rely on the Conejo Creek Project supplies for use within its district. The volume of water available to PVCWD has been and may continue to be reduced as Camrosa uses more and more of that supply within the Camrosa service area. This prioritization of use under this provision shall be documented through the Annual Report required under Section 13.
6. No RWPA will accrue to the City for RW use that displaces groundwater pumping that would have been subject to Agency surcharges.
7. No RWPA shall accrue to the City for RW use that displaces UWCD surface water deliveries to those same users, when and if UWCD is concurrently physically not capable of diverting that volume of surface water to UWCD recharge basins because the recharge basins and the Forebay are full.
8. RW users shall not earn conservation credits on unused Historical Allocation associated with reduced groundwater pumping resulting from use of RW.
9. The City will report annually to the Agency and UWCD the quantity of RW delivered to each RW user. Prior to receipt of any RW, each RW user shall develop a protocol and format acceptable to the RW user, the Agency and the City, to account for the RW user's annual water use, including RW.
10. The City and RW users will report their water use to the Agency on semi-annual extraction reports as required under Agency rules and procedures, and otherwise consistent with the requirements provided in Section 9 above.
11. City shall pump the RWPA from City owned wells and UWCD's O-H system.
12. The Agency, the City, UWCD, and PVCWD shall meet during the first week of May of each year ("Coordination Meeting"), and more frequently as necessary, to discuss any needed refinements to the implementation of the RWIA Plan, the current accounting of RWPA, and any expected limitations on the City's use of RWPA because of Forebay water levels and then existing hydrologic conditions. As a result of these annual meetings, the Agency, the City and UWCD shall establish the locations and volume of

RWPA that shall be available to the City for pumping through the following year, subject to the following conditions:

- a. The volume of RWPA that the City is allowed to extract shall be set between 0 and 8,000 AFY (this volume limitation shall include the volume of M&I Supplemental Program water UWCD will pump during the same period as provided in Section 20, below); and
 - b. To the extent the City is not allowed to pump the cumulative RWPA it has earned, all accrued RWPA shall carry forward until the City is allowed to use the RWPA in its entirety, subject to the conditions of this Resolution; and
 - c. To the extent the Agency, the City and UWCD do not agree on restrictions on the use of RWPA for any given year, based on the then existing and anticipated hydrologic circumstances, the City shall use the RWPA consistently with UWCD Board of Directors' determination in consultation with the Agency.
 - d. This provision shall not prevent the parties from meeting more frequently to consider alterations to the implementation of the RWIA Plan given changing hydrologic conditions.
13. In preparation for the Coordination Meeting, the City, UWCD and PVCWD will provide the Agency with an Annual Report by April 1st. The report shall include an assessment of conditions, including water level/water quality data and analysis in the Forebay, Oxnard Plain and Pleasant Valley subbasins and an evaluation of any impacts directly associated with the pumping approved under this Resolution. GMA staff will annually review and report to the Agency Board on compliance and effectiveness of this Resolution.
14. Unless otherwise authorized pursuant to the Coordination Meetings, the City shall not pump its RWPA from the Forebay when evacuated groundwater from storage in the Forebay reaches 80,000 acre-feet (as regularly determined by UWCD), or groundwater levels in the Forebay reach 19 feet above mean sea level. Resumption of pumping of RWPA from the Forebay shall occur as authorized pursuant to the Coordination Meetings as provided in Section 12.
15. City shall be deemed to pump its RWPA before its Historical Allocation.
16. The City may not transfer or assign all or any portion of its RWPA, except to facilitate its use of the RWPA in coordination with UWCD so that RWPA may be pumped from either City owned wells or UWCD's O-H Pipeline facilities.
17. Except as expressly provided in this Resolution, the RWPA does not create a new Agency allocation or credit.
18. Only RW delivered to RW users who have filed all required extraction reports with and have paid all required fees, charges and penalties due and payable to the Agency and UWCD shall be eligible to generate a RWPA for the benefit of the City.

19. The Agency Board may reconsider and modify any provision of this Resolution under the following circumstances: (a) concurrently with the expiration of the "Performance Test" (no later than 2 years after 1st RW Delivery) as provided and as defined in the RW Agreement; (b) a material modification in the terms and conditions set forth in the RW Agreement; (c) to make this Resolution consistent with provisions of any update to the GMA Management Plan that has been approved by the Agency Board; or (d) a finding by the Agency Board that the implementation of this Resolution is having a detrimental impact on the water resources in either the Forebay, Oxnard Plain or Pleasant Valley subbasins. The Agency shall provide a minimum of six months advance notice to the RW users before implementing any material change to this Resolution.
20. Based upon the RWIA provided in Attachment A, 8,000 AFY of RW and M&I Supplemental Program groundwater extraction can be accommodated in the Forebay with little, if any effect on Forebay depletion. 5,200 AFY of RW pumping is proposed as a substitute to the M&I Supplemental Program as part of this Resolution. Therefore, to remain below this impact threshold, no more than 2,800 AFY of groundwater pumping in any one year can be utilized by UWCD from the M&I Supplemental Program account.
21. The City shall cease accruing RWPA on the date in which the first 10-year term of the RW Agreement terminates. Subsequent to the termination of the RW Agreement, the City shall pump its remaining RWPA pursuant to the terms and conditions of this Resolution.

On motion by Director Naumann, seconded by Director Kelley, the foregoing resolution was passed and adopted on this 26th day of June 2013.

By:


Charlotte Crave, Vice-Chair, Board of Directors
Fox Canyon Groundwater Management Agency

ATTEST: I hereby certify that the above is a true and correct copy of Resolution 2013-02.

By:


Miranda Nobrega, Clerk of the Board

Attachment A – Recycled Water Management Plan Impact Analysis (RWIA) Plan
Attachment B – Monitoring Plan for GREAT Program Forebay and Oxnard Plain Extractions,
dated May 2013

Page 6 of 6

Recycled Water Management Impact Analysis (RWIA) Plan

Prepared by UWCD – Dr. Steve Bachman
April 2013

Proposed Extraction Locations and Pumping Schedules: The pumping is proposed to be shared between three sites - UWCD's El Rio facility, Oxnard's Water Yard, and Oxnard's Rice Avenue facility. The El Rio facility is in the Forebay basin and pumps largely from the Upper Aquifer. The Water Yard and Rice Ave facilities are located in the Oxnard Plain basin, near the boundary with the Forebay basin. The Oxnard facilities pump largely from the Upper Aquifer.

Potential Impacts from Pumping: Although the Forebay basin can tolerate significant pumping because it is easily recharged during wet periods, decreased water levels in the Forebay basin and adjacent portions of the Oxnard Plain basin can create temporary impacts. Because Oxnard's facilities are between the Forebay and the coast, there could be potential impacts at the coastline. These impacts can be divided into local and regional effects. Local effects include lowered groundwater levels and/or water quality changes in nearby wells. For instance, nitrates commonly increase at El Rio during dry periods when there is less recharge and groundwater elevations drop in the Forebay. Regional effects include overall lowered groundwater levels that could extend to the coastline and affect seawater intrusion, which is most likely during successive dry years, when Forebay recharge is significantly reduced while pumping continues. In particular, care must be taken not to pull the Hueneme plume of salty groundwater further inland.

The Fox Canyon Groundwater Management Agency ("FCGMA") has previously approved two programs which authorized increased reliance on Forebay pumping. The results of these programs -- the Conejo Creek / Supplemental M&I Program and the Ferro Pit recharge basin acquisition program (FCGMA Resolution No. 2010-08) -- have demonstrated that increased pumping from the Forebay can be managed successfully and without any negative consequences.

It is important to note that Oxnard has eliminated its use of the Conejo Creek / Supplemental M&I Program, so much of the pumping in the Forebay that is part of that program will be eliminated. Whereas PVCWD may continue to receive some water from the Conejo Creek project, the transfer of pumping to the Forebay will be significantly decreased. Historically, the Conejo Creek project has produced approximately 6,000 AFY of yield with that groundwater pumping shifted to the Forebay. This program has demonstrated that the Forebay can accommodate this level of increased pumping without negative consequences.

It is also important to note that whereas the GREAT Program will deliver approximately 5,200 AFY of advanced treated recycled water ("RW") which will be eligible for a Recycled Water Pumping Allocation ("RWPA"), the availability of RW for use within PVCWD and the PTP system will enable UWCD to retain some additional surface water to recharge the Forebay. Hence, the impact of pumping the RWPA from the Forebay and the adjacent areas of the Oxnard Plain basin will be mitigated to some extent by the enhanced recharge of the Forebay.

Analysis of Potential Impacts: UWCD has evaluated various pumping scenarios based on historic water uses. In particular, the implementation of the Conejo Creek / Supplemental M&I Program and the Ferro Pit recharge basin acquisition program provide very recent data regarding the Forebay's ability to accommodate various pumping stresses. Attachment A indicates that as much as 8,000 AFY of additional Forebay pumping under these programs has had minimal effect on the strong correlation between river flow/diversions and groundwater elevations. The Forebay has historically accommodated cycles of lowering water levels during drier years and recharge and rebound of water levels during wetter years.

Attachment A - Page 1 of 4

Thus, the Forebay appears to be able to accommodate RWPA pumping of the magnitude of the supplemental water programs.

Despite the historical accommodation of the Forebay to dry periods, groundwater elevations reach sea level during these periods. Thus, potential impacts of low groundwater elevations during dry periods must be monitored carefully. For instance, if groundwater elevations in the Forebay reach critical depletion levels (80,000 AFY of available storage or 19 feet above sea level), the low groundwater elevations could potentially create a landward gradient that pulls seawater further into the aquifers. It would be prudent to reduce pumping of RWPA water during this time of low water levels.

The regional groundwater gradient in the vicinity of the Forebay is towards the west, parallel to the Santa Clara River. Data evaluation does not indicate discernable changes in this gradient caused by any increase in Forebay pumping. The Forebay and adjacent areas already have significant pumping as a background. The added anticipated pumping associated with this project should impose only a relatively small incremental change.

Material local effects, including lowered groundwater levels and/or water quality changes in nearby wells, are not expected to result from the proposed pumping. UWCD has a long history of operations at the El Rio facility which has been accommodated by other pumpers in the area. The high transmissivity of the aquifers in the Forebay tends to mute cones of depression, with the effects of current pumping in the El Rio wellfield only evident during very dry periods. The other mitigating factor is that surface water is spread at El Rio, creating a recharge mound that at times overwhelms and completely masks any cone of depression from the El Rio wells. As described below, UWCD carefully monitors groundwater conditions near the El Rio facility and will be able to detect unexpected effects before causing undesirable consequences. Localized effects would occur in the aquifer due to the increased pumping at the Water Yard and Rice Avenue facilities, but those effects are not likely to impact other currently active production wells that are located over 4,000 feet and over 1,600 feet away.

Monitoring: UWCD currently monitors dozens of wells in the Forebay, Pleasant Valley, and Oxnard Plain subbasins. The monitoring points are a combination of production wells and dedicated monitoring wells, which are generally monitored on a quarterly schedule for groundwater elevations. A portion of these monitoring points also have recording transducers in the wells to measure groundwater levels, with sampling intervals varying from several minutes to several hours. In some producing wells with transducers, real-time data transfer is accomplished through a SCADA system, whereas data from the other transducers are manually downloaded regularly. The groundwater elevation data are regularly entered into UWCD's groundwater elevation database for analysis.

Groundwater quality is sampled from a subset of these wells, generally on a quarterly basis, and entered into UWCD's water quality database for analysis. In addition, the results of water quality sampling from other public water supply wells are downloaded regularly from California Department of Public Health digital records into UWCD's water quality database. UWCD regularly adjusts its monitoring program to address differing conditions, and will continue to do so with this project.

Mitigation of Potential Effects: Given that the reduction in the pumping resulting from the decrease in the Supplemental M&I Program may partially or fully offset anticipated RWPA pumping, aquifer conditions may not change as a result of this project. Forebay groundwater elevations will likely continue to cycle through wet and dry conditions, with full recovery coming when wet-period recharge fills the Forebay subbasin. An uncertainty, however, is the effect of reduced diversions during some years because of future fish flow requirements. The increased recharge to the Forebay from flows diverted from the PV and PTP pipelines to Forebay spreading basins may partially or wholly mitigate this loss to fish flows.

Attachment A - Page 2 of 4

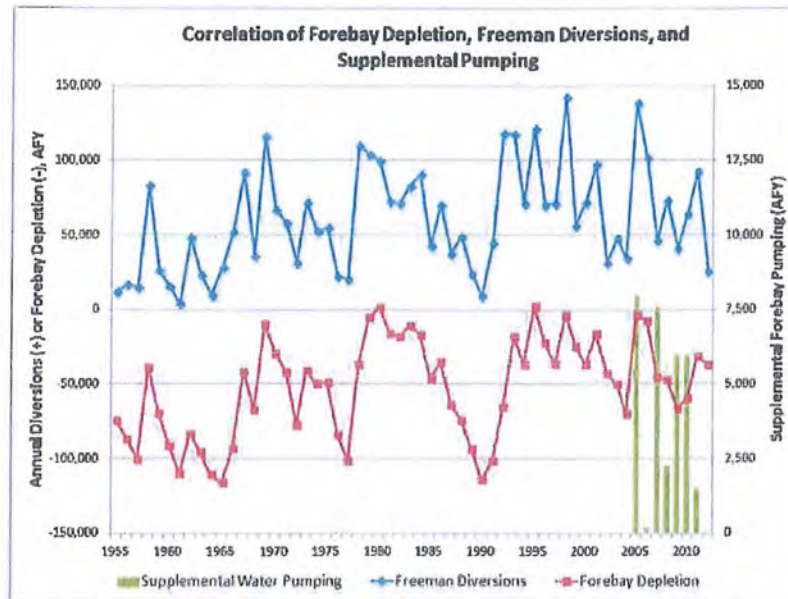
UWCD will continue to pump the Forebay consistent with its historical operations in the Forebay. That is, when Forebay levels are materially depressed and it appears that dry conditions will persist such that Forebay water levels may decline below UWCD's threshold low water level trigger, pumping of supplemental water such as RWPA may be reduced or suspended until UWCD determines the low water level conditions are or will be ameliorated. As with the M&I Supplemental Water program, UWCD will determine in April-May of each year the amount of RWPA that can be pumped in the following water year (October 1 to September 30) at the three extraction locations. This decision will be based on trends of groundwater elevations and other factors that could influence groundwater elevations, in consultation with FCGMA and the City of Oxnard. Of prime concern in this determination is whether RWPA pumping in the following year could lower groundwater elevations below those that correspond to 80,000 AF of available storage or 19 feet above sea level (measured as an average at two wells - Well Nos. 02N22W12R01S and 02N22W22R02S). However, if groundwater elevations drop further than expected during the year and threaten to go below the 80,000 AF depletion level or 19 feet above sea level, then mid water-year meeting(s) among parties will be held to determine whether the RWPA pumping schedule should be modified.

To monitor and potentially mitigate any impact of pumping RWPA water from the facilities outside the Forebay (Water Yard and Rice Ave) during a dry period that could pull salty water inland from the Hueneme seawater plume, the Upper Aquifer groundwater gradient between these facilities and the coast will be calculated after each monitoring event of the coastal monitoring wells, but not less than semiannually. If it is established that there is a landward gradient that could pull the Hueneme plume further landward, then UWCD, FCGMA, and Oxnard will meet to discuss altering pumping locations and/or pumping amounts until a seaward gradient is re-established.

Groundwater elevations and water quality will continue to be monitored on the existing schedules by UWCD and the County of Ventura. The monitoring results will be analyzed by UWCD at least twice a year for unexpected effects of the pumping. If unexpected effects are detected that could produce undesirable consequences in the basin, UWCD, FCGMA, and Oxnard will meet to discuss how pumping patterns/amounts will be adjusted to prevent the potential undesirable consequences. Because the pumping will be distributed among several wells within three separate locations, there is significant ability to alter pumping patterns. Undesirable consequences are considered to include drawdown below historical low groundwater elevations at the pumping location, interference with other pumping wells that exceeds normal levels and could cause nearby well owners to lower pump bowls in their well(s), and unexpected water quality changes that impact beneficial uses of the groundwater.

Monitoring Results and Reporting: The results of the project monitoring will be summarized following the end of each calendar year by UWCD. Water level and water quality results will be graphed and mapped for ease of examination. The results will be summarized in the Annual Report and circulated to FCGMA and Oxnard by April 1st.

Attachment A



There is a strong correlation between Forebay depletion (available storage) and diversion of surface water at the Freeman Diversion. Thus, Forebay groundwater elevations are largely driven by climatic factors. When as much as 8,000 AFY of pumping was added to the Forebay as part of the M&I Supplemental and Ferro programs (shown as columns), there was little if any effect on Forebay depletion.

**Monitoring Plan for
GREAT Project Forebay and Oxnard Plain Extractions**

May 2013

Proposed Extraction Locations and Pumping Schedules: The pumping is proposed to be shared between three sites – UWCD's El Rio facility, Oxnard's Water Yard, and Oxnard's Rice Ave. facility. The combined Program is limited to pumping amounts up to 8,000 AFY.

Monitoring: United Water currently monitors scores of wells in the Forebay (45 wells for water quality, and 46 wells for water level) and Oxnard Plain (70 wells for water quality and 110 wells for water level) basins (Figures 1 and 2). The monitoring points are a combination of production wells and dedicated monitoring wells. The frequency of monitoring depends upon the location of the well and the aquifer penetrated. The maps indicate the current frequency of monitoring. In addition, the maps also indicate the wells in which transducers are installed. These transducers are generally set to monitor water levels about every four hours. In the producing wells with transducers, real-time data transfer is accomplished through a SCADA system, whereas data from the other transducers are stored and manually downloaded regularly. The groundwater elevation data and water quality analyses are regularly entered into United Water's groundwater elevation and water quality databases for analysis. In addition, the results of water quality sampling from other public water supply wells are downloaded regularly from California Department of Public Health digital records into United's water quality database. United Water regularly adjusts its monitoring program to address differing conditions, and will continue to do so during this project. The trigger of 19 feet above sea level in the Forebay will be measured as an average of two wells (Well Nos. 02N22W12R01S and 02N22W22R02S). Water levels in the western portion of the West Las Posas Basin will be monitored. In addition, when nearby monitoring wells are available, water levels and extractions from individual RW Agreement operators on the Oxnard Plain and Pleasant Valley Basins will be measured.

Monitoring Results and Reporting: The results of the project monitoring will be summarized at the end of each calendar year by United Water, and submitted by April 1st to the Agency as part of the Annual Report. Water level and water quality results will be graphed and mapped for ease of examination. This analysis will be an integral part of the Annual Report required for the GREAT project.

Attachment B - Page 1 of 3

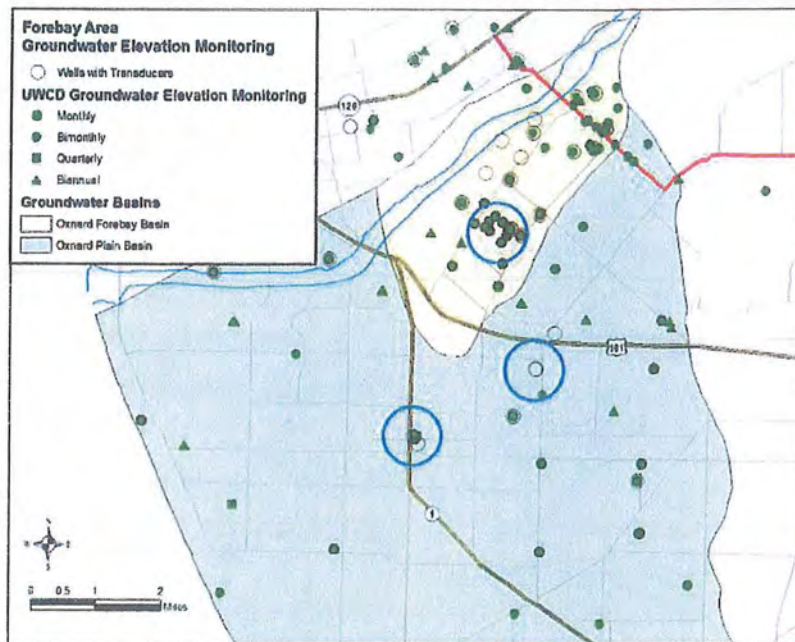


Figure 1. Current United Water groundwater elevation monitoring program. Blue circles indicate locations of pumping for the GREAT project.

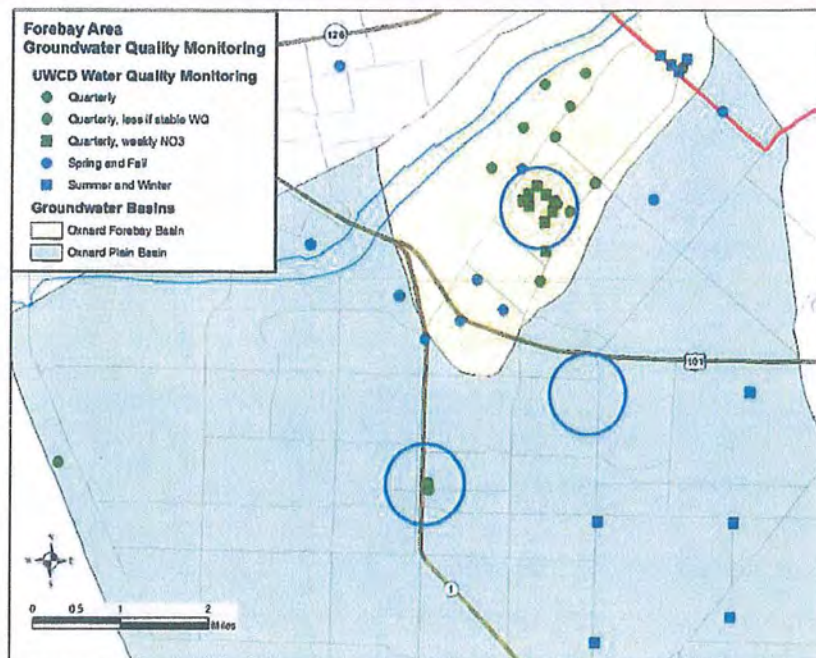


Figure 2. Current United Water groundwater quality monitoring program. Additional data are obtained regularly from California Department Public Health for public drinking water wells in the area. Blue circles indicate locations of pumping for the GREAT project.

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. K-3

Reviewed By: City Manager *Jm* City Attorney *JMB* Finance *J.C.* Public Works

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director *DNA*
Utilities Department

SUBJECT: First Amendment to Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2 (Agreement No. A-7669)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to the Agreement with Jensen Design and Survey, Inc. in an amount not to exceed \$1,775,415 to execute all engineering and design tasks related to Phase 2 services for the Hueneme Road Recycled Water Pipeline Phase 2, which will bring the total authorization for Agreement No. A-7669 to \$2,948,499.

DISCUSSION

On July 29, 2014, the Council approved Phase 1 services for the Hueneme Road Recycled Water Pipeline Phase 2 in the amount of \$1,173,084. Phase 1 services consisted of preliminary engineering and property acquisition services for a recycled water pipeline from Olds Road to Wood Road (Segment A), Department of Public Health (DPH) permit processing, and design of an interim water delivery system between the Advanced Water Purification Facility (AWPF) and Pleasant Valley County Water District's (PVCWD's) Wood Road turnout using a temporary connection to Calleguas Municipal Water District's (CMWD's) existing Salinity Management Pipeline (SMP). Phase 1 preliminary engineering of Segment A has shown that the project is technically feasible. The DPH permit processing and design of the interim water delivery system between the AWPF and PVCWD are ongoing.

Phase 2 services will include the final design of the Segment A pipeline and preliminary engineering and final design of the recycled water pipeline from Wood Road to Las Posas Road (Segment B).

This First Amendment adds specific tasks for Phase 2 services as follows:

- Amends Task 0 (Project Management) by increasing the existing budget for project management to cover the amended/expanded scope of work described below. Project management tasks include management of subconsultants, quality assurance and quality control

First Amendment to Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2 (Agreement No. A-7669)

December 29, 2014

Page 2

measures, customer coordination, coordination meetings, and progress reports.

- Amends Task 4 (Final Design and Permit Processing for pipeline “Segment A”) to authorize Tasks 4.1 through 4.17 for final design, including preparation of construction drawings, specification and cost estimates, and permit processing for pipeline “Segment A” (Olds Road to Wood Road).
- Amends Task 6 (Design of Pipeline “Segment A”) to authorize Tasks 6.1 through 6.5 for preliminary engineering, property acquisition, final design, and permit processing for pipeline “Segment B” (Wood Road to Las Posas Road).

FINANCIAL IMPACT

Sufficient funds are available for completion of all Phase 2 services from Water Backbone Hueneme II Project No. 106002 to cover the amended value of this agreement.

Attachment #1 – First Amendment to Agreement No. A-7669

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Jensen Design Engineering ("Consultant"). This First Amendment amends the Agreement entered into on July 29, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective January 13, 2015, in Section 1 of the Agreement Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated herein by reference.
2. Section 14a of the Agreement is deleted in its entirety and replaced with the following:
"a. City agrees to pay Consultant in an amount not to exceed \$2,948,499 for services provided under this Agreement at hourly rates provided in Exhibits C and C1 attached hereto and incorporated by this reference in full herein."
3. Effective January 13, 2015, in Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C1 attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST :

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg

Daniel Rydberg, Interim Utilities Director

CONSULTANT

Don Jensen

Don Jensen, CEO
Jensen Design & Survey, Inc.

APPROVED AS TO INSURANCE:

James Cameron

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff

Greg Nyhoff, City Manager

**Exhibit A1 (Amendment #1)
Scope of Services**

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

TASK 0.0 - OVERALL PROJECT MANAGEMENT

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$772,800	\$193,200	+\$178,600	\$371,800

- 0.1. Project Management** – The scope of work for project management includes the following:
- 0.1.1. Coordination and Management of Subconsultants – The project team and all subconsultants will be led by the JDS’s project manager. The project manager will serve as the City’s primary point of contact and will be responsible for managing, controlling, scheduling, tracking, projecting and reporting JDS’s progress.
 - 0.1.2. Quality Assurance/ Quality Control (QA/QC) Measures – The project manager will implement established QA/QC measures throughout the project. Internal quality control reviews will be completed prior to submittals being delivered to the City. Each resubmittal made to the City will include an annotated “Response to Comments” table to address the City’s review comments. QA/QC documentation will be maintained on file and presented to the City upon request.
 - 0.1.3. Recycled Water (RW) Customer Coordination - Coordination with proposed RW customers regarding project schedule and progress.
 - 0.1.4. Project Coordination Meetings – The project manager will facilitate monthly project coordination meetings with City staff and key members of the design team, including subconsultants. Prepare meeting agendas, meeting minutes, and maintain a log of action items that will be reviewed at each progress meeting.
 - 0.1.5. Monthly Progress Reports – Preparation of monthly progress reports summarizing work completed during the month, anticipated work the following month, outstanding issues that require resolution, and key project milestones.

TASK 1.0 - DEPARTMENT OF PUBLIC HEALTH (DPH PERMITTING)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$166,240	\$166,240	+\$0	\$166,240

- 1.1. DPH Engineer’s Report & Site Plans** - Preparation of the Engineer’s Report for submittal and processing with the Department of Public Health, as required for connection of Pleasant Valley County Water District’s (PVCWD’s) non-domestic water system to the City’s recycled water system. One comprehensive report will cover all users (111 meters) in the PVCWD service area. Up to four additional reports will be prepared for four additional City-identified users located outside of the PVCWD service boundary. The United Water Conservation District (UWCD) Pumping Trough Pipeline (PTP) service area is not currently included. Preparation of an

Exhibit A1 (Amendment #1)
Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

informational handout for customers explaining the service connection and permitting process.
Meetings and coordination with DPH.

TASK 2.0 - INTERIM WATER DELIVERY FACILITIES

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$319,750	\$319,750	+\$0	\$319,750

2.1. Engineering Research & Preliminary Design

- 2.1.1. Perform an Engineering Analysis do develop a temporary recycled water delivery system between AWPf and PVCWD's Wood Road turnout. Options will include a temporary above-ground pipeline and a temporary connection to Calleguas Municipal Water District's (CMWD's) existing Salinity Management Pipeline (SMP).
- 2.1.2. Coordination and Meetings with CMWD.
- 2.1.3. Model the Temporary Recycled Water Conveyance System (including the SMP) to identify operational scenarios and the anticipated range of water quality outcomes at the Wood Road point-of-delivery. This analysis will be based on discharge water quality information provided by Camrosa Water District and AWPf water quality information provided by the City. Prepare a technical memorandum summarizing the results of the modeling described above. The primary issues to be discussed in the technical memorandum include system hydraulics, operational scenarios, and water quality.
- 2.1.4. Recommendation for and Justification of the most cost-effective conveyance route and method to temporarily deliver recycled water. Criteria for the selection of method will be cost, water quality, liability, permitting issues, concerns of CMWD, and the City's ability to deliver acceptable water to PVCWD.

2.2. Final Design and Construction Drawings - Construction drawings will be prepared for the proposed temporary facilities including piping and connection details to CMWD facilities. The base/topo for these drawings high-resolution aerial photography provided by the City and the existing CMWD SMP drawings. Adequate detail will be provided on the drawings to obtain competitive bids for construction of the temporary facilities.

2.3. Procurement/Bidding Assistance

- 2.3.1. Prepare procurement documents including Invitation to Bid, Instructions to Bidders, Bid Forms, and facilitate a pre-bid meeting.
- 2.3.2. Respond to bidder's questions.
- 2.3.3. Prepare and distribute addenda.

Exhibit A1 (Amendment #1)

Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

- 2.3.4. Review bids and make a recommendation for award.
- 2.4. **Construction Management & Inspection Allowance** – An allowance has been provided for construction management and inspection based on a four (4) month construction phase.
- 2.5. **Coordination with the City’s Public Information Officer**

TASK 3.0 - PRELIMINARY ENGINEERING & PROPERTY ACQUISITION (PIPELINE SEGMENT “A” - HUENEME ROAD, FROM OLDS RD. TO WOOD RD.)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$493,894	\$493,894	+\$0	\$493,894

- 3.1. **California Environmental Quality Act (CEQA) Compliance Update (Project Specific EIR Addendum)**
 - 3.1.1. Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City’s current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others.
 - 3.1.2. Site Reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
 - 3.1.3. Biological Resource Technical Memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.
 - 3.1.4. Cultural Resources Technical Memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.
 - 3.1.5. Evaluation of recent changes in County and State drainage and water quality regulations. Evaluation of recent changes in AQMD guidelines including Greenhouse Gas Emissions. Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
 - 3.1.6. Identification of Required EIR Modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original Draft or Final EIR).
 - 3.1.7. Preparation of Revised Findings and an updated Mitigation Monitoring and Reporting Program or other conditions noted in the Addendum EIR.
 - 3.1.8. Attendance at Public Hearings to answer questions.

Exhibit A1 (Amendment #1)

Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

- 3.1.9. Preparation of a Draft Notice of Determination.
- 3.1.10. Bi-Weekly (every two weeks) Conference Calls with City staff to discuss pending environmental issues.

3.2. Geotechnical Investigation & Report

- 3.2.1. Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.
- 3.2.2. Drill Holes will be sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.
- 3.2.3. Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for NPDES permitting and to estimate dewatering requirements.
- 3.2.4. Laboratory testing of selected drilling samples to evaluate soil conditions.
- 3.2.5. Preparation of a geotechnical report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

- 3.3. **Aerial Photogrammetry, Mapping, Utility Research** - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

3.4. Utility Research

- 3.4.1. Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.
- 3.4.2. Contact Registered Utility Companies and request plans and maps. Maintain a file of documents collected from utility companies.
- 3.4.3. Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base maps illustrating all known underground utility data.
- 3.4.4. Utility Company Verification - Preliminary project drawings will be sent to utility companies requesting their concurrence with the accuracy of utilities illustrated on the preliminary drawings.
- 3.4.5. Meet with Utility Companies to discuss the project and identify clearance and/or crossing requirements.

3.5. Construction Traffic Mitigation Study

- 3.5.1. Review existing documentation provided by the City and County including reports, studies and improvements plans (street, traffic signals, signing/stripping), aerial photographs and other applicable information.

Exhibit A1 (Amendment #1)
Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

3.5.2. Perform a staged construction/ traffic handling study for the limits of the project; identify traffic impacts, proposed detours and other mitigation measures.

3.5.3. Deliverable: Traffic study technical memorandum.

3.6. Pipeline Alignment Evaluation

3.6.1. Develop alternative alignments along the specified corridor will be identified, including and evaluation of public ROW and private easement alignments.

3.6.2. Prepare cost estimates for the various alignment options.

3.6.3. Alignment Evaluation - The alternative alignments and construction methods will be evaluated, compared, scored and ranked.

3.6.4. Deliverable: Technical memorandum presenting the various alignments, construction methods and costs.

3.7. Customer Facilities Analysis – The pressure, flow and water quality delivery requirements of potential customers will be summarized.

3.8. Corrosion / Cathodic Protection Study

3.8.1. Perform soil resistivity testing and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil.

3.8.2. Perform and evaluation of corrosion potential, and make recommendations for pipeline materials and corrosion prevention.

3.8.3. Deliverable: Corrosion/cathodic protection report, design drawings and specifications.

3.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)

3.9.1. Establish horizontal and vertical control.

3.9.2. Set control targets for aerial photogrammetry and mapping.

3.9.3. Provide supplemental field survey where additional detail is required.

3.10. Pipeline Materials evaluation

3.10.1. Evaluate the Suitability of Various Pipeline Materials, including cement mortar lined and coated (CML&C) steel pipe, high density polyethylene (HDPE) pipe, polyvinyl chloride (PVC) pipe, and ductile iron pipe (DIP).

3.10.2. Prepare comparative cost estimates for the various pipeline materials.

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3.10.3. Deliverable: Technical memorandum evaluating alternative pipeline materials.

3.11. System Hydraulics Analysis

3.11.1. Evaluate and analyze the system hydraulics related to the Hueneme Road pipeline including AWPf operational scenarios and customer turnout requirements.

3.11.2. Deliverable: System hydraulics technical memorandum, which summarizes the analysis, findings and recommendations.

3.12. Surge Analysis & Report

3.12.1. Prepare a computer model to emulate the pressure surges generated by the AWPf pump station that will propagate throughout the Hueneme Road pipeline, including simulations for startup and power failure. An evaluation of the customer-owned systems downstream of the customer points-of-connection is not included in this analysis.

3.12.2. Identify potential surge mitigation facilities (if required) such as surge tanks, standpipes, pressure relief valves, and/or air and vacuum valves.

3.12.3. Deliverable: Surge analysis technical memorandum.

3.13. Grant Opportunity Research

3.13.1. Research and assess potential grant opportunities that match potential funding opportunities with the proposed project.

3.13.2. Deliverable: Grant funding opportunities technical memorandum.

3.13.3. Completion of a grant application package and preparation of supporting documentation.

3.14. Electrical & instrumentation Research

3.14.1. Research and review information provided by the City regarding existing operations and control systems.

3.14.2. Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.

3.14.3. Deliverable: Electrical, instrumentation and telemetry technical memorandum.

3.15. Property and Easement Acquisition - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected for this segment of pipeline and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that the authorization to proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months from said notice to proceed. The City will be responsible for payment to property owners for the agreed-upon compensation payments and transactional closing costs. The

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City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition documents or eminent domain proceedings. This task includes the following activities:

- 3.15.1. Title Reports
- 3.15.2. Mapping Exhibits/Legal Descriptions
- 3.15.3. Property Appraisals
- 3.15.4. Property Negotiations
- 3.15.5. Condemnation Support
- 3.15.6. Property Acquisition

TASK 4.0 - FINAL DESIGN & PERMITTING (PIPELINE SEGMENT A)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$538,190	\$0	+\$538,190	\$538,190

4.1. Construction Drawings

- 4.1.1. Prepare Pipeline Plan and Profile Drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Status submittals to be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans to accompany 90% and 100% submittals only.
- 4.1.2. Design Service Turnouts for customer points-of-connection. It is assumed that JDS will be responsible for the design and permitting of facilities up to the customer's point-of-connection, and the customer will be responsible for the design and permitting of facilities beyond the point-of-connection. Turnouts will have instrumentation and control that will be integrated into the City's existing SCADA system.

4.2. Technical Specifications (Project Manual)

- 4.2.1. Bidding Documents, Contract Documents and Technical Specifications will be prepared based on standards identified by the Engineers Joint Contract Documents Committee (EJCDC) and the Construction Specifications Institute (CSI).
- 4.2.2. Procurement Documents (Notice Inviting Bids, Instructions to Bidders, Bid Forms) and Contract Documents (Agreement, Bond Forms, General Conditions, Supplemental Conditions) to be based on standard documents prepared by Engineers Joint Construction Documents Committee (EJCDC).

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- 4.2.3. Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).
- 4.3. **Pothole Existing Utilities** - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.
- 4.4. **Constructability Reviews** - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.
- 4.5. **Construction Dewatering Design** - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, we will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.
- 4.6. **Geotechnical Baseline Report** - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the ASCE Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis of their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.
- 4.7. **Permits and Approvals**
- 4.7.1. Ventura County Watershed Protection District Encroachment Permit
- 4.7.2. County of Ventura Transportation Encroachment Permit
- 4.7.3. California Department of Public Health Coordination and Approvals
- 4.7.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
- 4.7.5. Ventura County Railroad Encroachment/Traffic Permit
- 4.7.6. State Water Resources Control Board, SWPPP

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- 4.7.7. Oxnard Drainage District #2 Discharge Permit
- 4.7.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 4.7.9. Southern California Edison Encroachment Permit
- 4.7.10. Caltrans District 7 Encroachment Permit
- 4.7.11. Department of the Navy (NAVFAC) Encroachment Permit

TASK 5.0 - CONSTRUCTION SUPPORT SERVICES (PIPELINE SEGMENT A)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$726,730	\$0	+\$0	\$0

- 5.1. Review and Coordination of Procurement Documents
- 5.2. Respond to Bidder's Questions
- 5.3. Prepare Addenda to Procurement & Contract Documents
- 5.4. Review Bids and make Recommendation for Award
- 5.5. Review Shop Drawings and Contractor Submittals
- 5.6. Respond to Contractor's Requests for Interpretation (RFI)
- 5.7. Evaluate and Make Recommendations Regarding Change Orders
- 5.8. Witness Pre-Startup System Tests
- 5.9. Oversee Contractor's Preparation of As-Built Drawings and Prepare Record Drawings
- 5.10. Develop and Implement a Quality Management Plan
- 5.11. Facilitate Weekly Construction Progress Meetings
- 5.12. Evaluate Contractor Claims and make Recommendations for Resolution
- 5.13. Provide full-time Compliance Inspections During Construction
- 5.14. Establish and Maintain an internet-based Document Management System
- 5.15. Review and Approve Monthly Contractor Progress Payment Requests

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- 5.16. Provide Technical Interpretation of the Contract Documents
- 5.17. Provide Daily Inspection Reports
- 5.18. Geotechnical/ Materials Testing
- 5.19. Environmental Support/CEQA Verification During Construction
- 5.20. Property Acquisition Construction Support Services
- 5.21. Survey and Construction Staking
- 5.22. Coordinate with the City's Public Information Officer
- 5.23. Construction Phase Community Outreach and Coordination
- 5.24. Punch List Coordination and Oversight
- 5.25. SWPPP Monitoring During Construction
- 5.26. Project Close-Out Activities
- 5.27. Project File Organization and Delivery to the City
- 5.28. Facilitate a Post-Project Quality Management Process Review Workshop

TASK 6.0 - PIPELINE SEGMENT B – DESIGN & CONSTRUCTION SUPPORT (Hueneme Road & Laguna Road, from Wood Rd. to PVCWD POC at Las Posas Rd.)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$1,743,725	\$0	+\$1,058,625	\$1,058,625

6.1. Preliminary Engineering (Pipeline Segment B)

- 6.1.1. California Environmental Quality Act (CEQA) Compliance Update (Project Specific Environmental Impact Report Addendum)
 - Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City's current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others.

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- Site reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
- Preparation of a biological resource technical memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.
- Preparation of a cultural resources technical memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.
- Evaluation of recent changes in County and State drainage and water quality regulations. Evaluation of recent changes in AQMD guidelines including greenhouse gas emissions. Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
- Identification of required EIR modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original draft or final EIR).
- Preparation of a Revised Findings and updated Mitigation Monitoring and Reporting Program.
- Attendance at public hearings to answer questions.
- Preparation of a Draft Notice of Determination.
- Bi-Weekly (every two weeks) conference calls with City staff to discuss pending environmental issues.

6.1.2. Geotechnical Investigation & Report

- Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.
- Drill holes will be sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.
- Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for NPDES permitting and to estimate dewatering requirements.
- Laboratory testing on selected drilling samples to evaluate soil conditions.
- Preparation of a geotechnical report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

6.1.3. Aerial Photogrammetry, Mapping, Utility Research - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

6.1.4. Utility Research and Coordination

- Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.
- Contact registered utility companies and request plans and maps. Maintain a file of documents collected from utility companies.

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- Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base maps illustrating all known underground utility data.
- Utility Company Verification - Preliminary project drawings will be sent to utility companies requesting their concurrence with the accuracy of utilities illustrated on the preliminary drawings.
- Meet with Utility Companies to discuss the project and identify clearance and/or crossing requirements.

6.1.5. Construction Traffic Mitigation Study

- Review existing documentation provided by the City and County including reports, studies and improvements plans (street, traffic signals, signing/stripping), aerial photographs and other applicable information.
- Perform a staged construction/ traffic handling study for the limits of the project and identify traffic impacts, proposed detours and other mitigation measures.
- Deliverable: Traffic Study technical memorandum

6.1.6. Pipeline Alignment Evaluation

- Develop alternative alignments along the specified corridor will be identified, including and evaluation of public ROW and private easement alignments.
- Cost Estimates for the various alignment options.
- Alignment Evaluation - The alternative alignments and construction methods will be evaluated, compared, scored and ranked.
- Deliverable: Technical memorandum presenting the various alignments, construction methods and costs.

6.1.7. Customer Facilities Analysis – Pressure, flow and water quality delivery requirements of potential customers will be summarized.

6.1.8. Corrosion / Cathodic Protection Study

- Soil resistivity testing and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil.
- Evaluation of corrosion potential, pipeline materials and corrosion prevention recommendations.
- Deliverable: Corrosion report and cathodic protection design drawings and specifications.

6.1.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)

- Establish horizontal and vertical control.
- Set control targets for aerial photogrammetry and mapping.
- Supplemental Field Survey - In addition to the aerial topographic mapping, supplemental field survey will be performed where additional topographic detail is required.

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6.1.10. Pipeline Materials evaluation

- Evaluate the suitability of various pipeline materials, including cement mortar lined and coated (CML&C) steel pipe, high density polyethylene (HDPE) pipe, polyvinyl chloride (PVC) pipe, and ductile iron pipe (DIP).
- Prepare comparative cost estimates for the various pipeline materials.
- Deliverable: Alternative Pipeline Materials Analysis technical memorandum.

6.1.11. System Hydraulics Analysis

- Evaluate and analyze the hydraulics related to the Hueneme Road pipeline including AWPf operational scenarios and customer turnout requirements.
- Deliverable: System Hydraulics Technical Memorandum summarizing the analysis, findings and recommendations.

6.1.12. Surge Analysis & Report

- Model Pressure Surges generated by the AWPf pump station that propagate throughout the Hueneme Road RW system. Evaluation of customer systems downstream of the customer point-of-connection is not included in this analysis. Perform simulations for startup and power failure at the AWPf pump station.
- Identify surge mitigation facilities (if required) such as surge tanks, standpipes, pressure relief valves, and/or air and vacuum valves.
- Deliverable: Surge Analysis technical memorandum.

6.1.13. Grant Opportunity Research

- Research to assess potential grant opportunities. Research to match potential funding opportunities with the proposed project.
- Deliverable: Grant Funding Opportunities technical memorandum.
- Completion of a Grant Application Package and supporting documentation.

6.1.14. Electrical & instrumentation research

- Research and Review of information provided by the City regarding existing operations and control systems.
- Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.
- Deliverable: Electrical, Instrumentation and Telemetry technical memorandum.

- 6.2. Property and Easement Acquisition (Pipeline Segment C)** - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that authorization to

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proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months. The City will be responsible for payment to property owners for agreed upon compensation payments and transactional closing costs. The City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition contractual documents or to initiate any eminent domain actions. This task includes the following activities:

6.2.1. Title Reports

6.2.2. Mapping Exhibits/Legal Descriptions

6.2.3. Property Appraisals

6.2.4. Property Negotiations

6.2.5. Condemnation Support

6.2.6. Property Acquisition

6.3. Final Design, Drawings & Specifications (Pipeline Segment C)

6.3.1. Construction Drawings

- Preparation of pipeline plan and profile drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Progress submittals will be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans will accompany the 90% and 100% submittals only.
- Design of service turnouts to the customer's point-of-connection. The design and permitting beyond the customer's point-of-connection will be the customer's responsibility. Turnouts will have instrumentation and control that will be integrated into the City's existing SCADA system.

6.3.2. Technical Specifications (Project Manual)

- Bidding documents, contract documents and technical specifications will be prepared based on standards identified by the Engineers Joint Contract Documents Committee (EJCDC) and the Construction Specifications Institute (CSI).
- Procurement Documents (Notice Inviting Bids, Instructions to Bidders, Bid Forms) and Contract Documents (Agreement, Bond Forms, General Conditions, Supplemental Conditions) to be based on standard documents prepared by Engineers Joint Construction Documents Committee (EJCDC).

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- Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).
- 6.3.3. Pothole Existing Utilities - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.
- 6.3.4. Constructability Reviews - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.
- 6.3.5. Construction Dewatering Design - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, we will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.
- 6.3.6. Geotechnical Baseline Report - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the ASCE Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis of their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.
- 6.4. Permits and Approvals (Pipeline Segment C)**
 - 6.4.1. Ventura County Watershed Protection District Encroachment Permit
 - 6.4.2. County of Ventura Transportation Encroachment Permit
 - 6.4.3. California Department of Public Health Coordination and Approvals
 - 6.4.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
 - 6.4.5. Ventura County Railroad Encroachment/Traffic Permit
 - 6.4.6. State Water Resources Control Board, SWPPP

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- 6.4.7. Oxnard Drainage District #2 Discharge Permit
- 6.4.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 6.4.9. Southern California Edison Encroachment Permit
- 6.4.10. Caltrans District 7 Encroachment Permit
- 6.5. Construction Support (Pipeline Segment C) – NOT INCLUDED IN AMENDMENT #1**
- 6.5.1. Review and Coordination of Procurement Documents
- 6.5.2. Respond to Bidder's Questions
- 6.5.3. Prepare Addenda to Procurement & Contract Documents
- 6.5.4. Review Bids and make Recommendation for Award
- 6.5.5. Review Shop Drawings and Contractor Submittals
- 6.5.6. Respond to Contractor's Requests for Information (RFI)
- 6.5.7. Evaluate and make Recommendations Regarding Change Orders
- 6.5.8. Witness Pre-Startup System Tests
- 6.5.9. Oversee Contractor's Preparation of As-Built Drawings and Prepare Record Drawings
- 6.5.10. Develop and Implement a Quality Management Plan
- 6.5.11. Facilitate Weekly Construction Progress Meetings
- 6.5.12. Evaluate Contractor Claims and make Recommendations for Resolution
- 6.5.13. Provide full-time Compliance Inspections During Construction
- 6.5.14. Establish and Maintain an internet-based Document Management System
- 6.5.15. Review and Approved Monthly Contractor Progress Payment Requests
- 6.5.16. Provide Technical Interpretation of the Contract Documents
- 6.5.17. Provide Inspection Daily Reports
- 6.5.18. Geotechnical/ Materials Testing
- 6.5.19. Environmental Support/CEQA Verification During Construction

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- 6.5.20. Property Acquisition Construction Support Services
- 6.5.21. Survey and Construction Staking
- 6.5.22. Coordinate with the City's Public Information Officer
- 6.5.23. Construction Phase Community Outreach and Coordination
- 6.5.24. Punch List Coordination and Oversight
- 6.5.25. SWPPP Monitoring During Construction
- 6.5.26. Project Close-Out Activities
- 6.5.27. Project File Organization and Delivery to the City
- 6.5.28. Facilitate a Post-Project Quality Management Process Review Workshop

TASK 7.0 - PIPELINE SEGMENT C – DESIGN & CONSTRUCTION SERVICES (Laguna Road and Rose Avenue, from PVCWD POC to Hueneme Rd.)

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$1,767,795	\$0	+\$0	\$0

7.1. Preliminary Engineering (Pipeline Segment C)

- 7.1.1. California Environmental Quality Act (CEQA) Compliance Update (Project Specific Environmental Impact Report Addendum)
 - Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City's current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others.
 - Site reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
 - Preparation of a biological resource technical memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.
 - Preparation of a cultural resources technical memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.

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- Evaluation of recent changes in County and State drainage and water quality regulations.
Evaluation of recent changes in AQMD guidelines including greenhouse gas emissions.
Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
- Identification of required EIR modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original draft or final EIR).
- Preparation of a Revised Findings and updated Mitigation Monitoring and Reporting Program.
- Attendance at public hearings to answer questions.
- Preparation of a Draft Notice of Determination.
- Bi-Weekly (every two weeks) conference calls with City staff to discuss pending environmental issues.

7.1.2. Geotechnical Investigation & Report

- Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.
- Drill holes will be sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.
- Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for NPDES permitting and to estimate dewatering requirements.
- Laboratory testing on selected drilling samples to evaluate soil conditions.
- Preparation of a geotechnical report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

7.1.3. Aerial Photogrammetry, Mapping, Utility Research - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

7.1.4. Utility Research and Coordination

- Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.
- Contact registered utility companies and request plans and maps. Maintain a file of documents collected from utility companies.
- Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base maps illustrating all known underground utility data.
- Utility Company Verification - Preliminary project drawings will be sent to utility companies requesting their concurrence with the accuracy of utilities illustrated on the preliminary drawings.
- Meet with Utility Companies to discuss the project and identify clearance and/or crossing requirements.

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7.1.5. Construction Traffic Mitigation Study

- Review existing documentation provided by the City and County including reports, studies and improvements plans (street, traffic signals, signing/stripping), aerial photographs and other applicable information.
- Perform a staged construction/ traffic handling study for the limits of the project and identify traffic impacts, proposed detours and other mitigation measures.
- Deliverable: Traffic Study technical memorandum

7.1.6. Pipeline Alignment Evaluation

- Develop alternative alignments along the specified corridor will be identified, including and evaluation of public ROW and private easement alignments.
- Cost Estimates for the various alignment options.
- Alignment Evaluation - The alternative alignments and construction methods will be evaluated, compared, scored and ranked.
- Deliverable: Technical memorandum presenting the various alignments, construction methods and costs.

7.1.7. Customer Facilities Analysis – Pressure, flow and water quality delivery requirements of potential customers will be summarized.

7.1.8. Corrosion / Cathodic Protection Study

- Soil resistivity testing and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil.
- Evaluation of corrosion potential, pipeline materials and corrosion prevention recommendations.
- Deliverable: Corrosion report and cathodic protection design drawings and specifications.

7.1.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)

- Establish horizontal and vertical control.
- Set control targets for aerial photogrammetry and mapping.
- Supplemental Field Survey - In addition to the aerial topographic mapping, supplemental field survey will be performed where additional topographic detail is required.

7.1.10. Pipeline Materials evaluation

- Evaluate the suitability of various pipeline materials, including cement mortar lined and coated (CML&C) steel pipe, high density polyethylene (HDPE) pipe, polyvinyl chloride (PVC) pipe, and ductile iron pipe (DIP).
- Prepare comparative cost estimates for the various pipeline materials.
- Deliverable: Alternative Pipeline Materials Analysis technical memorandum.

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7.1.11. System Hydraulics Analysis

- Evaluate and analyze the hydraulics related to the Hueneme Road pipeline including AWPf operational scenarios and customer turnout requirements.
- Deliverable: System Hydraulics Technical Memorandum summarizing the analysis, findings and recommendations.

7.1.12. Surge Analysis & Report

- Model Pressure Surges generated by the AWPf pump station that propagate throughout the Hueneme Road RW system. Evaluation of customer systems downstream of the customer point-of-connection is not included in this analysis. Perform simulations for startup and power failure at the AWPf pump station.
- Identify surge mitigation facilities (if required) such as surge tanks, standpipes, pressure relief valves, and/or air and vacuum valves.
- Deliverable: Surge Analysis technical memorandum.

7.1.13. Grant Opportunity Research

- Research to assess potential grant opportunities. Research to match potential funding opportunities with the proposed project.
- Deliverable: Grant Funding Opportunities technical memorandum.
- Completion of a Grant Application Package and supporting documentation.

7.1.14. Electrical & instrumentation research

- Research and Review of information provided by the City regarding existing operations and control systems.
- Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.
- Deliverable: Electrical, Instrumentation and Telemetry technical memorandum.

- 7.2. **Property and Easement Acquisition (Pipeline Segment C)** - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that authorization to proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months. The City will be responsible for payment to property owners for agreed upon compensation payments and transactional closing costs. The City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition contractual documents or to initiate any eminent domain actions. This task includes the following activities:

Exhibit A1 (Amendment #1)
Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

7.2.1. Title Reports

7.2.2. Mapping Exhibits/Legal Descriptions

7.2.3. Property Appraisals

7.2.4. Property Negotiations

7.2.5. Condemnation Support

7.2.6. Property Acquisition

7.3. Final Design, Drawings & Specifications (Pipeline Segment C)

7.3.1. Construction Drawings

- Preparation of pipeline plan and profile drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Progress submittals will be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans will accompany the 90% and 100% submittals only.
- Design of service turnouts to the customer's point-of-connection. The design and permitting beyond the customer's point-of-connection will be the customer's responsibility. Turnouts will have instrumentation and control that will be integrated into the City's existing SCADA system.

7.3.2. Technical Specifications (Project Manual)

- Bidding documents, contract documents and technical specifications will be prepared based on standards identified by the Engineers Joint Contract Documents Committee (EJCDC) and the Construction Specifications Institute (CSI).
- Procurement Documents (Notice Inviting Bids, Instructions to Bidders, Bid Forms) and Contract Documents (Agreement, Bond Forms, General Conditions, Supplemental Conditions) to be based on standard documents prepared by Engineers Joint Construction Documents Committee (EJCDC).
- Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).

7.3.3. Pothole Existing Utilities - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in

Exhibit A1 (Amendment #1)
Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.

- 7.3.4. Constructability Reviews - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.
- 7.3.5. Construction Dewatering Design - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, we will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.
- 7.3.6. Geotechnical Baseline Report - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the ASCE Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis of their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.

7.4. Permits and Approvals (Pipeline Segment C)

- 7.4.1. Ventura County Watershed Protection District Encroachment Permit
- 7.4.2. County of Ventura Transportation Encroachment Permit
- 7.4.3. California Department of Public Health Coordination and Approvals
- 7.4.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
- 7.4.5. Ventura County Railroad Encroachment/Traffic Permit
- 7.4.6. State Water Resources Control Board, SWPPP
- 7.4.7. Oxnard Drainage District #2 Discharge Permit
- 7.4.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 7.4.9. Southern California Edison Encroachment Permit
- 7.4.10. Caltrans District 7 Encroachment Permit

7.5. Construction Support (Pipeline Segment C)

- 7.5.1. Review and Coordination of Procurement Documents

Exhibit A1 (Amendment #1)
Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

- 7.5.2. Respond to Bidder's Questions
- 7.5.3. Prepare Addenda to Procurement & Contract Documents
- 7.5.4. Review Bids and make Recommendation for Award
- 7.5.5. Review Shop Drawings and Contractor Submittals
- 7.5.6. Respond to Contractor's Requests for Information (RFI)
- 7.5.7. Evaluate and make Recommendations Regarding Change Orders
- 7.5.8. Witness Pre-Startup System Tests
- 7.5.9. Oversee Contractor's Preparation of As-Built Drawings and Prepare Record Drawings
- 7.5.10. Develop and Implement a Quality Management Plan
- 7.5.11. Facilitate Weekly Construction Progress Meetings
- 7.5.12. Evaluate Contractor Claims and make Recommendations for Resolution
- 7.5.13. Provide full-time Compliance Inspections During Construction
- 7.5.14. Establish and Maintain an internet-based Document Management System
- 7.5.15. Review and Approved Monthly Contractor Progress Payment Requests
- 7.5.16. Provide Technical Interpretation of the Contract Documents
- 7.5.17. Provide Inspection Daily Reports
- 7.5.18. Geotechnical/ Materials Testing
- 7.5.19. Environmental Support/CEQA Verification During Construction
- 7.5.20. Property Acquisition Construction Support Services
- 7.5.21. Survey and Construction Staking
- 7.5.22. Coordinate with the City's Public Information Officer
- 7.5.23. Construction Phase Community Outreach and Coordination
- 7.5.24. Punch List Coordination and Oversight
- 7.5.25. SWPPP Monitoring During Construction

Exhibit A1 (Amendment #1)

Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

7.5.26. Project Close-Out Activities

7.5.27. Project File Organization and Delivery to the City

7.5.28. Facilitate a Post-Project Quality Management Process Review Workshop

TASK 8.0 - ASR WELL EQUIPPING

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$231,138	\$0	+\$0	\$0

8.1. Engineering Research, Mapping, Preliminary Design - Base mapping and preliminary design for the equipping of an injection and extraction well.

8.2. Final Design and Construction Drawings - Preparation of construction drawings including civil, mechanical, and electrical sheets to equip one well. It is assumed that a pre-engineered and fabricated building will be incorporated into the facility; therefore, architectural design of an above-ground structure is not included in the budget.

8.3. Procurement/ Bidding Assistance

8.4. Construction Management & Inspection Allowance - Construction duration is assumed to be two months.

8.5. Coordination with The City's Public Information Officer

8.6. State Water Resources Control Board, SWPPP

TASK 9.0 - TEMPORARY 22" RW PIPELINE TO RECHARGE BASIN

TOTAL CONTRACT BUDGET (this task)	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
\$145,413	\$0	+\$0	\$0

9.1. Engineering Research, Mapping, Preliminary Design - Base mapping and preliminary design for a temporary, above-ground pipeline utilizing 22" HDPE pipe that will be provided by the City.

9.2. Final Design and Construction Drawings - Preparation of construction plans, including civil and mechanical drawings for a 6,000 waterline.

9.3. Procurement/ Bidding Assistance

Exhibit A1 (Amendment #1)

Scope of Services

CITY OF OXNARD – HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

- 9.4. Construction Management & Inspection Allowance** - Construction duration is assumed to be one month.
- 9.5. Coordination with the City's Public Information Officer**
- 9.6. Ventura County Watershed Protection District Encroachment Permit**
- 9.7. State Water Resources Control Board, SWPPP**

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.		Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 0 - Project Mgmt.	Task 0	OVERALL PROJECT MANAGEMENT				
	0.1	Project Management	\$ 772,800	\$ 193,200	\$ 178,600	\$ 371,800
		Task 0 Total:	\$ 772,800	\$ 193,200	\$ 178,600	\$ 371,800
Task 1 - DPH Permitting	Task 1	DEPARTMENT OF PUBLIC HEALTH (DPH) PERMITTING				
	1.1	DPH Engineer's Report & Site Plans	\$ 166,240	\$ 166,240	\$ -	\$ 166,240
		Task 1 Total:	\$ 166,240	\$ 166,240	\$ -	\$ 166,240
Task 2 - Interim Water Delivery Facilities	Task 2	INTERIM WATER DELIVERY FACILITIES				
	2.1	Engineering Research & Preliminary Design	\$ 62,060	\$ 62,060	\$ -	\$ 62,060
	2.2	Final Design & Construction Drawings	\$ 118,660	\$ 118,660	\$ -	\$ 118,660
	2.3	Procurement/Bidding Assistance	\$ 4,530	\$ 4,530	\$ -	\$ 4,530
	2.4	Construction Management & Inspection Allowance	\$ 132,640	\$ 132,640	\$ -	\$ 132,640
	2.5	Coordination with the City's Public Information Officer	\$ 1,860	\$ 1,860	\$ -	\$ 1,860
		Task 2 Total:	\$ 319,750	\$ 319,750	\$ -	\$ 319,750
Task 3 - Preliminary Engineering & Property Acquisition (Hueneme Road - from Olds Rd. to Wood Rd.)	Task 3	PRELIMINARY ENGINEERING & PROPERTY ACQUISITION (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)				
	3.1	CEQA Compliance Update (project specific EIR Addendum)	\$ 27,960	\$ 27,960	\$ -	\$ 27,960
	3.2	Geotechnical Investigation & Report	\$ 49,537	\$ 49,537	\$ -	\$ 49,537
	3.3	Aerial Photogrammetry, Mapping, Utility Research	\$ 41,940	\$ 41,940	\$ -	\$ 41,940
	3.4	Utility Research	\$ 4,820	\$ 4,820	\$ -	\$ 4,820
	3.6	Construction Traffic Mitigation Study	\$ 10,720	\$ 10,720	\$ -	\$ 10,720
	3.6	Pipeline Alignment Evaluation	\$ 37,610	\$ 37,610	\$ -	\$ 37,610
	3.7	Customer Facilities Analysis	\$ -	\$ -	\$ -	\$ -
	3.8	Corrosion/ Cathodic Protection Study	\$ 26,482	\$ 26,482	\$ -	\$ 26,482
	3.9	Field Survey (horiz & vert control and supplemental ground survey)	\$ 14,720	\$ 14,720	\$ -	\$ 14,720
	3.10	Pipeline Materials Evaluation	\$ 10,260	\$ 10,260	\$ -	\$ 10,260
	3.11	System Hydraulics Analysis	\$ 23,620	\$ 23,620	\$ -	\$ 23,620
	3.12	Surge Analysis & Report	\$ 17,600	\$ 17,600	\$ -	\$ 17,600
	3.13	Grant Opportunity Research	\$ 6,140	\$ 6,140	\$ -	\$ 6,140
	3.14	Electrical & Instrumentation Research	\$ 15,825	\$ 15,825	\$ -	\$ 15,825
	3.15	Property and Easement Acquisition	\$ 206,660	\$ 206,660	\$ -	\$ 206,660
		Task 3 Total:	\$ 493,894	\$ 493,894	\$ -	\$ 493,894
Task 4 - Final Design & Permitting (Hueneme Road - from Olds Rd. to Wood Rd.)	Task 4	FINAL DESIGN & PERMITTING (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)				
	4.1	Construction Drawings	\$ 226,990	\$ -	\$ 226,990	\$ 226,990
	4.2	Technical Specifications (Project Manual)	\$ 37,520	\$ -	\$ 37,520	\$ 37,520
	4.3	Pothole Existing Utilities	\$ 109,620	\$ -	\$ 109,620	\$ 109,620
	4.4	Constructability Reviews	\$ 35,240	\$ -	\$ 35,240	\$ 35,240
	4.5	Construction Dewatering Design	\$ 38,480	\$ -	\$ 38,480	\$ 38,480
	4.6	Geotechnical Baseline Report	\$ 26,330	\$ -	\$ 26,330	\$ 26,330
	4.7	Ventura County Watershed Protection District Encroachment Permit	\$ 6,600	\$ -	\$ 6,600	\$ 6,600
	4.8	County of Ventura Transportation Encroachment Permit	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	4.9	California Department of Public Health Coordination & Approvals	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	4.10	Regional Water Quality Control Board, NPDES Discharge Permit	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	4.11	Ventura County Railroad Coordination and Approvals	\$ -	\$ -	\$ -	\$ -
	4.12	State Water Resources Control Board, SWPPP	\$ 4,910	\$ -	\$ 4,910	\$ 4,910
	4.13	Oxnard Drainage District #2 Discharge Permit	\$ 4,910	\$ -	\$ 4,910	\$ 4,910
	4.14	Cal-OSHA Department of Industrial Relations (tunneling permits)	\$ 3,410	\$ -	\$ 3,410	\$ 3,410
	4.15	Southern California Edison Encroachment Permit	\$ 3,410	\$ -	\$ 3,410	\$ 3,410
	4.16	Caltrans Encroachment Permits	\$ 13,440	\$ -	\$ 13,440	\$ 13,440
	4.17	Department of the Navy (NAVFAC) Encroachment Permit	\$ 6,600	\$ -	\$ 6,600	\$ 6,600
	Task 4 Total:	\$ 538,190	\$ -	\$ 538,190	\$ 538,190	

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 5 - Construction Support Services (Pipeline Segment A)	Task 5 CONSTRUCTION SUPPORT SERVICES (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)				
	5.1 Review and Coordination of Procurement Documents	\$ 4,320	\$ -	\$ -	\$ -
	5.2 Respond to Bidder's Questions	\$ 2,370	\$ -	\$ -	\$ -
	5.3 Prepare Addenda to Procurement & Contract Documents	\$ 6,420	\$ -	\$ -	\$ -
	5.4 Review Bids/ Recommendation of Award	\$ 4,220	\$ -	\$ -	\$ -
	5.5 Review Shop Drawings and Submittals Review	\$ 16,560	\$ -	\$ -	\$ -
	5.6 Respond to Contractor's Requests for Interpretation (RFI)	\$ 18,420	\$ -	\$ -	\$ -
	5.7 Change Order Evaluation and Recommendation	\$ 11,720	\$ -	\$ -	\$ -
	5.8 Witness Pre-Startup System Tests	\$ 10,360	\$ -	\$ -	\$ -
	5.9 Record Drawings	\$ 12,160	\$ -	\$ -	\$ -
	5.10 Develop and Implement a Quality Management Plan	\$ 22,020	\$ -	\$ -	\$ -
	5.11 Facilitate Weekly Construction Progress Meetings	\$ 34,260	\$ -	\$ -	\$ -
	5.12 Claim Evaluation and Recommendations	\$ 31,360	\$ -	\$ -	\$ -
	5.13 Compliance Inspections During Construction	\$ 8,580	\$ -	\$ -	\$ -
	5.14 Establish and Maintain a Document Management System	\$ 17,920	\$ -	\$ -	\$ -
	5.15 Progress Payment Processing	\$ 19,260	\$ -	\$ -	\$ -
	5.16 Technical Interpretation of Drawings and Specifications	\$ 23,000	\$ -	\$ -	\$ -
	5.17 Daily Inspection Reports	\$ 237,900	\$ -	\$ -	\$ -
	5.18 Geotechnical/ Materials Testing	\$ 63,470	\$ -	\$ -	\$ -
	5.19 Environmental Support/ CEQA Verification During Construction	\$ 10,440	\$ -	\$ -	\$ -
	5.20 Property Acquisition Construction Support Services	\$ 16,100	\$ -	\$ -	\$ -
	5.21 Survey and Construction Staking	\$ 26,270	\$ -	\$ -	\$ -
	5.22 Coordinate with the City's Public Information Officer	\$ 18,400	\$ -	\$ -	\$ -
	5.23 Community Outreach and Coordination	\$ 18,920	\$ -	\$ -	\$ -
	5.24 Punch List Coordination and Oversight	\$ 26,100	\$ -	\$ -	\$ -
	5.25 SWPPP Monitoring During Construction	\$ 9,740	\$ -	\$ -	\$ -
	5.26 Project Close-Out Activities	\$ 22,120	\$ -	\$ -	\$ -
	5.27 Project File Organization and Delivery	\$ 29,600	\$ -	\$ -	\$ -
	5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	\$ 4,720	\$ -	\$ -	\$ -
	Task 5 Total:	\$ 726,730	\$ -	\$ -	\$ -

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 6 - Design & Construction Support Services (Segment B)	Task 6 PIPELINE SEGMENT B - DESIGN & CONSTRUCTION SUPPORT SERVICES (From Segment A to the PVCWD POC)				
	6.1 Preliminary Engineering (Pipeline Segment B)				
	6.1.1 CEQA Compliance Update (project specific EIR Addendum)	\$ 16,760	\$ -	\$ 16,760	\$ 16,760
	6.1.2 Geotechnical Investigation & Report	\$ 37,740	\$ -	\$ 37,740	\$ 37,740
	6.1.3 Aerial Photogrammetry, Mapping, Utility Research	\$ 41,940	\$ -	\$ 41,940	\$ 41,940
	6.1.4 Utility Research and Coordination	\$ 4,820	\$ -	\$ 4,820	\$ 4,820
	6.1.5 Construction Traffic Mitigation Study	\$ 10,720	\$ -	\$ 10,720	\$ 10,720
	6.1.6 Pipeline Alignment Evaluation	\$ 9,680	\$ -	\$ 9,680	\$ 9,680
	6.1.7 Customer Facilities Analysis	\$ 7,980	\$ -	\$ 7,980	\$ 7,980
	6.1.8 Corrosion/ Cathodic Protection Study	\$ 18,120	\$ -	\$ 18,120	\$ 18,120
	6.1.9 Field Survey (horiz & vert control and supplemental ground survey)	\$ 7,360	\$ -	\$ 7,360	\$ 7,360
	6.1.10 Pipeline Materials Evaluation	\$ 10,260	\$ -	\$ 10,260	\$ 10,260
	6.1.11 System Hydraulics Analysis	\$ 23,620	\$ -	\$ 23,620	\$ 23,620
	6.1.12 Surge Analysis & Report	\$ 17,600	\$ -	\$ 17,600	\$ 17,600
	6.1.13 Grant Opportunity Research	\$ 19,640	\$ -	\$ 19,640	\$ 19,640
	6.1.14 Electrical & Instrumentation Research	\$ 12,000	\$ -	\$ 12,000	\$ 12,000
	6.2 Property and Easement Acquisition (Pipeline Segment B)				
	6.2.1 Title Reports	\$ 20,000	\$ -	\$ 20,000	\$ 20,000
	6.2.2 Mapping Exhibits/ Legal Descriptions	\$ 22,260	\$ -	\$ 22,260	\$ 22,260
	6.2.3 Property Appraisals	\$ 30,000	\$ -	\$ 30,000	\$ 30,000
	6.2.4 Property Negotiations	\$ 7,600	\$ -	\$ 7,600	\$ 7,600
	6.2.5 Condemnation Support Services, if required	\$ 16,760	\$ -	\$ 16,760	\$ 16,760
	6.2.6 Property Acquisition	\$ 107,600	\$ -	\$ 107,600	\$ 107,600
	6.3 Final Design, Drawings & Specifications (Pipeline Segment B)				
	6.3.1 Construction Drawings	\$ 377,425	\$ -	\$ 377,425	\$ 377,425
	6.3.2 Technical Specifications (Project Manual)	\$ 37,520	\$ -	\$ 37,520	\$ 37,520
	6.3.3 Pothole Existing Utilities	\$ 59,620	\$ -	\$ 59,620	\$ 59,620
	6.3.4 Constructability Reviews	\$ 21,240	\$ -	\$ 21,240	\$ 21,240
	6.3.5 Construction Dewatering Design	\$ 36,620	\$ -	\$ 36,620	\$ 36,620
	6.3.6 Geotechnical Baseline Report	\$ 26,330	\$ -	\$ 26,330	\$ 26,330
	6.4 Permits and Approvals (Pipeline Segment B)				
	6.4.1 Ventura County Watershed Protection District Encroachment Permit	\$ 6,600	\$ -	\$ 6,600	\$ 6,600
	6.4.2 County of Ventura Transportation Encroachment Permit	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	6.4.3 California Department of Public Health Coordination & Approvals	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	6.4.4 Regional Water Quality Control Board, NPDES Discharge Permit	\$ 6,910	\$ -	\$ 6,910	\$ 6,910
	6.4.5 Ventura County Railroad Coordination and Approvals	\$ -	\$ -	\$ -	\$ -
	6.4.6 State Water Resources Control Board, SWPPP	\$ 4,910	\$ -	\$ 4,910	\$ 4,910
	6.4.7 Oxnard Drainage District #2 Discharge Permit	\$ 4,910	\$ -	\$ 4,910	\$ 4,910
	6.4.8 Cal-OSHA Department of Industrial Relations (tunneling permits)	\$ 3,410	\$ -	\$ 3,410	\$ 3,410
	6.4.9 Southern California Edison Encroachment Permit	\$ 3,410	\$ -	\$ 3,410	\$ 3,410
	6.4.10 Caltrans Encroachment Permits	\$ 13,440	\$ -	\$ 13,440	\$ 13,440
	Task 6 "Design Phase" Subtotal:	\$ 1,058,625	\$ -	\$ 1,058,625	\$ 1,058,625

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 6 - Design and Construction Support Services (Segment B)	6.5 Construction Support Tasks (Pipeline Segment B)				
	6.5.1 Review and Coordination of Procurement Documents	\$ 4,320	\$ -	\$ -	\$ -
	6.5.2 Respond to Bidder's Questions	\$ 2,370	\$ -	\$ -	\$ -
	6.5.3 Prepare Addenda to Procurement & Contract Documents	\$ 6,420	\$ -	\$ -	\$ -
	6.5.4 Review Bids/ Recommendation of Award	\$ 4,220	\$ -	\$ -	\$ -
	6.5.5 Review Shop Drawings and Submittals Review	\$ 16,560	\$ -	\$ -	\$ -
	6.5.6 Respond to Contractor's Requests for Interpretation (RFI)	\$ 18,420	\$ -	\$ -	\$ -
	6.5.7 Change Order Evaluation and Recommendation	\$ 10,480	\$ -	\$ -	\$ -
	6.5.8 Witness Pre-Startup System Tests	\$ 8,500	\$ -	\$ -	\$ -
	6.5.9 Record Drawings	\$ 10,920	\$ -	\$ -	\$ -
	6.5.10 Develop and Implement a Quality Management Plan	\$ 8,340	\$ -	\$ -	\$ -
	6.5.11 Facilitate Weekly Construction Progress Meetings	\$ 34,260	\$ -	\$ -	\$ -
	6.5.12 Claim Evaluation and Recommendations	\$ 31,360	\$ -	\$ -	\$ -
	6.5.13 Compliance Inspections During Construction	\$ 8,580	\$ -	\$ -	\$ -
	6.5.14 Establish and Maintain a Document Management System	\$ 17,920	\$ -	\$ -	\$ -
	6.5.15 Progress Payment Processing	\$ 19,260	\$ -	\$ -	\$ -
	6.5.16 Technical Interpretation of Drawings and Specifications	\$ 11,840	\$ -	\$ -	\$ -
	6.5.17 Daily Inspection Reports	\$ 237,900	\$ -	\$ -	\$ -
	6.5.18 Geotechnical/ Materials Testing	\$ 55,220	\$ -	\$ -	\$ -
	6.5.19 Environmental Support/ CEQA Verification During Construction	\$ 15,040	\$ -	\$ -	\$ -
	6.5.20 Property Acquisition Construction Support Services	\$ 20,100	\$ -	\$ -	\$ -
	6.5.21 Survey and Construction Staking	\$ 17,950	\$ -	\$ -	\$ -
	6.5.22 Coordinate with the City's Public Information Officer	\$ 18,400	\$ -	\$ -	\$ -
	6.5.23 Community Outreach and Coordination	\$ 15,440	\$ -	\$ -	\$ -
	6.5.24 Punch List Coordination and Oversight	\$ 26,100	\$ -	\$ -	\$ -
	6.5.25 SWPPP Monitoring During Construction	\$ 8,740	\$ -	\$ -	\$ -
	6.5.26 Project Close-Out Activities	\$ 22,120	\$ -	\$ -	\$ -
	6.5.27 Project File Organization and Delivery	\$ 29,600	\$ -	\$ -	\$ -
	6.5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	\$ 4,720	\$ -	\$ -	\$ -
	Task 6 "Construction Phase" Subtotal:	\$ 685,100	\$ -	\$ -	\$ -
	Task 6 Total:	\$ 1,743,725	\$ -	\$ 1,058,625	\$ 1,058,625

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 7 - Design & Construction Support Services (Segment C)	Task 7 PIPELINE SEGMENT C - DESIGN & CONSTRUCTION SERVICES (Laguna Road and Rose Avenue, from Segment B to Hueneme Rd.)				
	7.1 Preliminary Engineering (Pipeline Segment C)				
	7.1.1 CEQA Compliance Update (project specific Addendum EIR)	\$ 16,760	\$ -	\$ -	\$ -
	7.1.2 Geotechnical Investigation & Report	\$ 32,740	\$ -	\$ -	\$ -
	7.1.3 Aerial Photogrammetry, Mapping and Utility Research	\$ 26,380	\$ -	\$ -	\$ -
	7.1.4 Coordination and Meetings with Utility Companies & TM	\$ 4,220	\$ -	\$ -	\$ -
	7.1.5 Construction Traffic Mitigation Study & Report	\$ 10,720	\$ -	\$ -	\$ -
	7.1.6 Pipeline Alignment Analysis & Technical Memorandum	\$ 7,060	\$ -	\$ -	\$ -
	7.1.7 Customer Facilities and Processes & Technical Memorandum	\$ 4,340	\$ -	\$ -	\$ -
	7.1.8 Corrosion Study and Cathodic Protection Design & Report	\$ 22,120	\$ -	\$ -	\$ -
	7.1.9 Survey (horiz & vert control and supplemental ground survey)	\$ 8,280	\$ -	\$ -	\$ -
	7.1.10 Pipeline Material Alternatives, Analysis, Cost Comparison & TM	\$ 10,260	\$ -	\$ -	\$ -
	7.1.11 System Hydraulics Analysis (Turnouts, Services, AWPf Ops) & TM	\$ 16,740	\$ -	\$ -	\$ -
	7.1.12 Surge Analysis & Report	\$ 15,000	\$ -	\$ -	\$ -
	7.1.13 Grant Research and Application(s) & Technical Memorandum	\$ 23,130	\$ -	\$ -	\$ -
	7.1.14 Electrical, Instrumentation and Telemetry Preliminary Design & TM	\$ 16,000	\$ -	\$ -	\$ -
	7.2 Property and Easement Acquisition (Pipeline Segment C)				
	7.2.1 Title Reports	\$ 18,000	\$ -	\$ -	\$ -
	7.2.2 Mapping Exhibits/ Legal Descriptions	\$ 23,180	\$ -	\$ -	\$ -
	7.2.3 Appraisal Services	\$ 30,000	\$ -	\$ -	\$ -
	7.2.4 Negotiation Services	\$ 7,600	\$ -	\$ -	\$ -
	7.2.5 Condemnation Support Services	\$ 21,760	\$ -	\$ -	\$ -
	7.2.6 Property Acquisition Services	\$ 107,600	\$ -	\$ -	\$ -
	7.3 Final Design, Drawings and Specifications (Pipeline Segment C)				
	7.3.1 Construction Drawings	\$ 377,425	\$ -	\$ -	\$ -
	7.3.2 Technical Specifications (Project Manual)	\$ 37,520	\$ -	\$ -	\$ -
	7.3.3 Pothole Existing Utilities	\$ 68,620	\$ -	\$ -	\$ -
	7.3.4 Constructability Reviews	\$ 20,740	\$ -	\$ -	\$ -
	7.3.5 Construction Dewatering Design	\$ 17,220	\$ -	\$ -	\$ -
	7.3.6 Geotechnical Baseline Report	\$ 26,880	\$ -	\$ -	\$ -
	7.4 Permits and Approvals (Pipeline Segment C)				
	7.4.1 Ventura County Watershed Protection District Encroachment Permit	\$ 6,600	\$ -	\$ -	\$ -
	7.4.2 County of Ventura Transportation Encroachment Permit	\$ 6,910	\$ -	\$ -	\$ -
	7.4.3 California Department of Public Health Coordination & Approvals	\$ 6,910	\$ -	\$ -	\$ -
	7.4.4 Regional Water Quality Control Board, NPDES Discharge Permit	\$ 6,910	\$ -	\$ -	\$ -
	7.4.5 Ventura County Railroad Coordination and Approvals	\$ 3,690	\$ -	\$ -	\$ -
	7.4.6 State Water Resources Control Board, SWPPP	\$ 4,910	\$ -	\$ -	\$ -
	7.4.7 Oxnard Drainage District #2 Discharge Permit	\$ 4,910	\$ -	\$ -	\$ -
	7.4.8 Cal-OSHA Department of Industrial Relations (tunneling permits)	\$ 3,410	\$ -	\$ -	\$ -
	7.4.9 Southern California Edison Encroachment Permit	\$ 3,410	\$ -	\$ -	\$ -
	7.4.10 Caltrans Encroachment Permits	\$ 12,680	\$ -	\$ -	\$ -
	Task 7 "Design Phase" Subtotal:	\$ 1,030,635	\$ -	\$ -	\$ -

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 7 - Design & Construction Support Services (Segment C)	7.5 Construction Support Services (Pipeline Segment C)				
	7.5.1 Review and Coordination of Procurement Documents	\$ 3,940	\$ -	\$ -	\$ -
	7.5.2 Respond to Bidder's Questions	\$ 2,740	\$ -	\$ -	\$ -
	7.5.3 Prepare Addenda to Procurement & Contract Documents	\$ 2,740	\$ -	\$ -	\$ -
	7.5.4 Review Bids/ Recommendation of Award	\$ 5,220	\$ -	\$ -	\$ -
	7.5.5 Review Shop Drawings and Submittals Review	\$ 16,180	\$ -	\$ -	\$ -
	7.5.6 Respond to Contractor's Requests for Interpretation (RFI)	\$ 18,180	\$ -	\$ -	\$ -
	7.5.7 Change Order Evaluation and Recommendation	\$ 13,340	\$ -	\$ -	\$ -
	7.5.8 Witness Pre-Startup System Tests	\$ 10,360	\$ -	\$ -	\$ -
	7.5.9 Record Drawings	\$ 12,480	\$ -	\$ -	\$ -
	7.5.10 Develop and Implement a Quality Management Plan	\$ 22,020	\$ -	\$ -	\$ -
	7.5.11 Facilitate Weekly Construction Progress Meetings	\$ 34,260	\$ -	\$ -	\$ -
	7.5.12 Claim Evaluation and Recommendations	\$ 31,360	\$ -	\$ -	\$ -
	7.5.13 Compliance Inspections During Construction	\$ 8,580	\$ -	\$ -	\$ -
	7.5.14 Establish and Maintain a Document Management System	\$ 17,920	\$ -	\$ -	\$ -
	7.5.15 Progress Payment Processing	\$ 19,260	\$ -	\$ -	\$ -
	7.5.16 Technical Interpretation of Drawings and Specifications	\$ 23,000	\$ -	\$ -	\$ -
	7.5.17 Daily Inspection Reports	\$ 237,900	\$ -	\$ -	\$ -
	7.5.18 Geotechnical/ Materials Testing	\$ 79,470	\$ -	\$ -	\$ -
	7.5.19 Environmental Support/ CEQA Verification During Construction	\$ 15,040	\$ -	\$ -	\$ -
	7.5.20 Property Acquisition Construction Support Services	\$ 20,100	\$ -	\$ -	\$ -
	7.5.21 Survey and Construction Staking	\$ 17,950	\$ -	\$ -	\$ -
	7.5.22 Coordinate with the City's Public Information Officer	\$ 18,400	\$ -	\$ -	\$ -
	7.5.23 Community Outreach and Coordination	\$ 15,440	\$ -	\$ -	\$ -
	7.5.24 Punch List Coordination and Oversight	\$ 26,100	\$ -	\$ -	\$ -
	7.5.25 SWPPP Monitoring During Construction	\$ 8,740	\$ -	\$ -	\$ -
	7.5.26 Project Close-Out Activities	\$ 22,120	\$ -	\$ -	\$ -
	7.5.27 Project File Organization and Delivery	\$ 29,600	\$ -	\$ -	\$ -
	7.5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	\$ 4,720	\$ -	\$ -	\$ -
	Task 7 "Construction Phase" Subtotal:	\$ 737,160	\$ -	\$ -	\$ -
	Task 7 Total:	\$ 1,767,795	\$ -	\$ -	\$ -

Exhibit C1 (Amendment #1)

Schedule of Costs

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	TOTAL CONTRACT BUDGET	Previously Authorized Work	Proposed Amendment 1 Change	New Total Authorized Work
Task 8 - ASR Well Equipping	8.0	ASR Well Equipping			
	8.1	Engineering Research, Mapping, Preliminary Design	\$ 24,220	\$ -	\$ -
	8.2	Final Design and Construction Drawings	\$ 102,948	\$ -	\$ -
	8.3	Procurement/ Bidding Assistance	\$ 3,530	\$ -	\$ -
	8.4	Construction Management & Inspection Allowance	\$ 93,360	\$ -	\$ -
	8.5	Coordination with the City's Public Information Officer	\$ 2,480	\$ -	\$ -
	8.6	State Water Resources Control Board, SWPPP	\$ 4,600	\$ -	\$ -
		Task 8 Total:	\$ 231,138	\$ -	\$ -
Task 9 - Temporary 22" RW Pipeline to Recharge Basin	9.0	Temporary 22" RW Pipeline to Recharge Basin			
	9.1	Engineering Research, Mapping, Preliminary Design	\$ 22,500	\$ -	\$ -
	9.2	Final Design & Construction Drawings	\$ 55,143	\$ -	\$ -
	9.3	Procurement/Bidding Assistance	\$ 3,930	\$ -	\$ -
	9.4	Construction Management & Inspection Allowance	\$ 50,160	\$ -	\$ -
	9.5	Coordination with the City's Public Information Officer	\$ 2,480	\$ -	\$ -
	9.6	Ventura County Watershed Protection District Encroachment Permit	\$ 6,600	\$ -	\$ -
	9.7	State Water Resources Control Board, SWPPP	\$ 4,600	\$ -	\$ -
		Task 9 Total:	\$ 145,413	\$ -	\$ -
		TOTALS:	\$ 6,905,674	\$ 1,173,084	\$ 1,775,415
					\$ 1,889,874

Note: Subsequent phases shall be authorized by amendment to the contract.



Meeting Date: 1/13/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. K-4Reviewed By: City Manager *GM* City Attorney *SMF* Finance *AL* Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department**SUBJECT: Mitigated Negative Declaration for Groundwater Enhancement Recovery and Treatment (GREAT) Program****RECOMMENDATION**

That City Council adopt a resolution approving a Mitigated Negative Declaration regarding the ongoing implementation of the Groundwater Recovery Enhancement and Treatment Program (Phase 1).

DISCUSSION

COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT: In 2004, the Council approved the GREAT Program and certified the associated final environmental impact report (the Final Environmental Impact Report for the Groundwater Recovery Enhancement and Treatment ("GREAT") Program (SCH #2003011045). Since that time, the City has constructed components of GREAT Program, so that the City is capable of producing 7,000 acre-feet per year of advanced treated recycled water ("RW"). These facilities include the Advanced Water Purification Facility (commonly referred to as the AWPf), the groundwater desalter, and a portion of the RW distribution pipeline. Construction of additional distribution pipeline is required so that the City can use the entire RW yield of the current system capacity.

In March 2014, the City circulated a mitigated negative declaration ("MND"). The MND evaluates the potential environmental impacts associated with the construction of a backbone RW pipeline ("Project"). The Project involves the completion of the RW delivery pipeline extension along Hueneme, Wood, Nauman, Laguna and Las Posas Roads ("RW Pipeline"). This Project is evaluated in the MND.

Staff recommends adopting the attached resolution, including the findings, mitigation and certification of the MND.

**Mitigated Negative Declaration for Groundwater Enhancement Recovery and Treatment
(GREAT) Program**

December 29, 2014

Page 2

FINANCIAL IMPACT

Approval of the MND meets the requirements under the California Environmental Quality Act (CEQA) for the evaluation of the potential environmental impacts associated with the construction of the RW Pipeline. However, the approval of the MND does not commit the City to undertake those actions.

Attachments

- #1 - The Mitigated Negative Declaration
- #2 – City Council Resolution



MITIGATED NEGATIVE DECLARATION

FINAL

Recycled Water Distribution Phase 1B Pipeline Alignment

GREAT Program Recycled Water Distribution Phase 1B Pipeline in the
Unincorporated area of Ventura County (Right-of-Way)
for Houweling Nurseries,
Pleasant Valley County Water District, and United Water Conservation District

March 18, 2014

Introduction

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Public Works Department has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment:

The City of Oxnard (City) is implementing the Groundwater Recovery Enhancement and Treatment (GREAT) Program – a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population. A major component of the GREAT Program is the Recycled Water Backbone System (RWBS). The RWBS includes a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users in the City and neighboring areas.

The GREAT Program Recycled Water Distribution Phase 1B Pipeline segment is located in the unincorporated area of Ventura County and will be constructed in the right-of-way for Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Nauman Road. The project is for water delivery to Houweling Nurseries, Pleasant Valley County Water District, and United Water Conservation District, and with a long term goal of serving other agricultural users along those roads. The project will include approximately 4,030 feet of welded steel pipe (WSP) and 51,340 feet of high density polyethylene (HDPE) pipe, for a total of 55,370 of new pipe.

The attached site plan (Attachment B) shows the extent of the project. The pipeline will be installed using conventional open cut, jack and bore, and typical placement methods. Conventional open cut method involves installing pipe in an open trench with a typical width and depth ranging from 4 to 6 feet and 6 to 15 feet, respectively. Soil and debris from the trench excavation will be reused where possible but unsuitable material will be removed from the site. Pipe sections will be placed in the

trench and covered using conventional equipment such as backhoes, side-boom cranes, compactors, and excavators. The jack and bore method is also considered horizontal boring. An auger is inserted into the ground which allows a machine to push the auger and casing into the ground simultaneously while the machine is turning a cutting head through the ground. The auger carries the debris through the auger and back to the machine where the dirt and debris is shoveled out of the pit. Approximately 1,000 feet of pipe will be laid through a conduit pipe structure that will be constructed adjacent and attached to the Revlon Slough Bridge (in two places) that traverses above the Revlon Slough. A road encroachment permit would be required by the County of Ventura Transportation Department

During design of the project, field activities will include surveying, utilities potholing, geotechnical investigation, and proof testing. In addition to construction of the pipeline as described above, major field activities during construction of the project will also include surveying, traffic control, dewatering, relocating existing utilities as necessary, and restoring existing pavement and alignment as it is currently configured any aboveground features impacted by the construction activities.

The GREAT Program was reviewed under a Program EIR (SCH#2003011045) that was approved in May 2004. The construction of the entire system was analyzed. This Mitigated Negative Declaration (MND) is being prepared for the pipeline extensions for Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Naumann Road (known as Phase 1B) for the purposes of recycled water delivery.

Attached is a copy of the initial study documenting the reasons to support the finding of no significant effect on the environment. Mitigation measures are included in the initial study to reduce the identified potential effects to a less than significant level:

- Air Quality
- Biological Resources
- Cultural Resources
- Geological Resources
- Noise
- Traffic

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
Air Quality (Short-term)	Temporary Minor Impact	AQ-1 All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits. AQ-2 The following dust suppression measures shall be incorporated into the project: - Watering all excavated material to prevent wind erosion while it is on-site or being moved; - Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded; - Controlling the number and activity of vehicles on site at any given time; - Sweeping streets adjacent to the construction site to remove dust caused by the construction activities. AQ-3 All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust. AQ-4 All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.	Less Than Significant Impact	Public Works

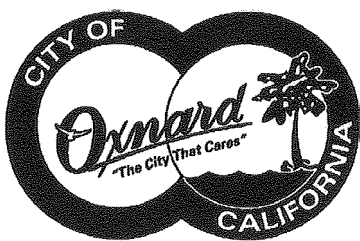
Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
Biological Resources	Potentially Significant	BIO-1 Construction of the project shall implement all applicable Best Management Practices (BMPs) to prevent off-site transport of sediment and pollutants that could contaminate soils and potentially reach and/or impact the Revlon Slough. BIO-2 Equipment refueling and maintenance shall not occur within 200 feet of any storm drains along roadways and all storm drains shall be blocked with sandbags and straw wattles for the duration of construction within 500 feet of either side of the drainages. Spill clean-up of gasoline, oil, drilling mud, etc and containment kits shall be kept ready to use at both drainages for the duration of the construction near the drainages. BIO-3 Equipment refueling and maintenance shall not occur within 500 feet of the Revlon Slough. Spill clean-up of gasoline, oil, drilling mud, etc and containment kits shall be kept ready to use at both drainages for the duration of the construction.	Less Than Significant	Public Works
Cultural Resources	Potentially Significant	CR-1 In the event that archeological resources are discovered for any excavations, all construction activities shall cease and the City of Oxnard Public Work Department shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. Should remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be necessary. If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American	Less Than Significant Impact	Public Works

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party						
		ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC.								
Geology and Soils	Potentially Significant	GEO-1 The project shall utilize the City of Oxnard Public Works best management practices as required for all projects.	Less Than Significant Impact	Public Works						
Noise	Potentially Significant	N-1 A noise control plan shall be required and approved by the Public Works Department to achieve compliance with the noise limits set forth in the following table: <table><tr><td>Time</td><td>Daytime 7:00am to 7:00pm</td><td>Nighttime 7:00pm to 7:00am</td></tr><tr><td>Noise Levels</td><td>75 dBA Leq</td><td>65 dBA Leq</td></tr></table> a. Noise abatement and reduction measures which shall be implemented when work is performed between 7:00 a.m. and 7:00 p.m. include, but are not limited to, the following: Install noise barriers and/or curtains of up to 25 feet in height between construction equipment and sensitive receptors.; Provide materials and details of construction sufficiently weather resistant to last as long as work is to be performed; Be responsible for the design, detailing and adequacy of framework, supports, ties, attachment methods and other appurtenances required for the proper installation; Prepare and stamp the design and details of framework and supports using a Professional Engineer licensed in the State of California. The noise barrier shall be designed to withstand 80 mph wind loads plus a 30% gust factor; Light sets shall be enclosed or acoustically packaged; Upgraded silencers shall be placed on all applicable engines; Use signalers rather than “beepers” for all back-up operations; Minimize the use of a crane and pipe handling operations; There shall be no materials deliveries to the Site.	Time	Daytime 7:00am to 7:00pm	Nighttime 7:00pm to 7:00am	Noise Levels	75 dBA Leq	65 dBA Leq	Less Than Significant Impact	Public Works
Time	Daytime 7:00am to 7:00pm	Nighttime 7:00pm to 7:00am								
Noise Levels	75 dBA Leq	65 dBA Leq								

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
		b. At all times when work is underway between 7 p.m. and 7 a.m. within 300 feet of a residential or hotel property line, the Contractor shall conduct his construction activities so that noise levels do not exceed the limits set forth above. Compliance is to be achieved at the property line of the nearest residence or other noise-sensitive receptor.		
Traffic	Potentially Significant	T-1 To address lane closure impacts to study area roadways due to construction, the GREAT construction contractor will be required to prepare a construction Traffic Mitigation Plan (TMP) that would be required to be approved by the City of Oxnard or the County of Ventura (depending on jurisdiction) that addresses, at a minimum, the following: • Detours for lane closures • Timing of lane closures on adjacent routes (to provide for effective detours) • Timing of heavy equipment and building material deliveries • Signing, lighting, and traffic control device placement • Establishing work hours outside the peak traffic periods, or suggesting alternate travel routes for construction traffic T-2 The Contractor will maintain the maximum amount of travel lane capacity possible during non-construction periods and will provide flagger-control at all construction sites to manage traffic control and flows. T-3 During construction, the Contractor will limit the work zone to a width that, at a minimum, maintains alternate one-way traffic flow past the construction zone. Alternatively, the Contractor will use detour signing, where available, on alternate access streets in the event that complete temporary street closures are required. Detour plans would be submitted to the City of Oxnard and/or	Less than Significant	Public Works

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
		Ventura County Transportation Dept. (depending on jurisdiction) as part of the permit requirements. T-4 All property owners, residents, and agricultural operators affected by construction will be notified prior to the start of construction. Advance public notification will include postings of notices and appropriate signage of construction activity. T-5 All construction activities will be coordinated with local law enforcement and fire protection agencies. Emergency service providers will be notified of the timing, location, and duration of construction activities. T-6 As part of the TMP, the Contractor will identify all access restrictions expected to occur during construction. The Contractor will develop a plan for notifying the affected businesses, homes, and other facilities, and prepare a plan to ensure adequate access at all times. This plan may involve alternate access, detours, or other temporary mitigations. T-7 The Contractor will develop a plan for addressing temporary parking impacts due to construction. The parking plan should minimize the length of any temporary parking restrictions, identify alternative parking areas and appropriate signing, and specify the process for communicating with the affected residents. This strategy should be discussed with the jurisdictions and included as part of the project TMP.		

Environmental Impact	Significance Before Mitigation	Recommended Mitigation Measures	Significance After Mitigation	Responsible Party
		T-8 Where construction will result in temporary closures of sidewalks and other pedestrian facilities, the Contractor will provide temporary pedestrian access, through detours or safe areas alongside the construction zone. Any affected pedestrian facilities and the alternative facilities or detours that will be provided will be identified in the TMP. Where construction activity will result in a bike lane closure, appropriate detours and signing will be developed. Where trenching will affect bicycle travel on streets without bicycle facilities, requirements for plates to cover trenches will be in accordance with the permit requirements of the local jurisdiction. T-9 The TMP shall be reviewed by the County of Ventura Transportation Department as required in a letter dated March 7, 2014. (Attachment C) T-10 A Traffic Impact Mitigation Fee (TIMF) will be required to be paid to the County of Ventura Transportation Department prior to any road work. (See letter dated March 7, 2014, Attachment C)		



ATTACHMENT A

INITIAL STUDY

DEPARTMENT OF PUBLIC WORKS

Recycled Water Distribution Phase 1B Pipeline Alignment

GREAT Program Recycled Water Distribution Phase 1B Pipeline in the
Unincorporated area of Ventura County (Right-of-Way)
for Houweling Nurseries,
Pleasant Valley County Water District and United Water Conservation District

January 24, 2014
REVISED March 18, 2014

Introduction

Initial Study has been prepared in accordance with relevant provisions of the *California Environmental Quality Act (CEQA)* of 1970, as amended, and the *CEQA Guidelines* as revised. *Section 15063(c)* of the *CEQA Guidelines* indicates that the purposes of an Initial Study are to:

1. Provide the Lead Agency (City of Oxnard) with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or Negative Declaration;
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a Mitigated Negative Declaration;
3. Assist the preparation of an EIR, if one is required, by:
 - Focusing the EIR on the effects determined to be significant;
 - Identifying the effects determined not to be significant;
 - Explaining the reasons why potentially significant effects would not be significant; and
 - Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project's environmental effects.
4. Facilitate environmental assessment early in the design of a project;

5. Provide documentation of the factual basis for the finding in a Mitigated Negative Declaration that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs; and
7. Determine whether a previously prepared EIR could be incorporated by referenced and/or used with the project.

The City of Oxnard *Threshold Guidelines - Initial Study Assessment* (February 1995) was used along with other pertinent information for preparing the *Initial Study* for this project.

The purpose of the *Threshold Guidelines* is to inform the public, project applicants, consultants and City staff of the threshold criteria and standard methodology, applicable at the time of preparation, used in determining whether or not a project (individually or cumulatively) could have a significant effect on the environment. Furthermore, the *Threshold Guidelines* provide instructions for completing the *Initial Study* and determining the type of environmental document required for individual projects.

Determining the significance of environmental impacts is a critical and often controversial aspect of the environmental review process. It is critical because a determination of significance may require that the project be substantially altered, or that feasible mitigation measures be readily employed to avoid the impact or reduce it below the level of significance. If the impact cannot be reduced or avoided, an Environmental Impact Report (EIR) must be prepared. An EIR is a detailed statement that describes and analyzes the significant environmental impacts of a proposed project, discusses ways to reduce or avoid them, and suggests alternatives to the project, as proposed.

Determining the significance of impacts is often controversial because the decision requires staff to use their judgment regarding a subject that is not clearly defined by the law. The State CEQA *Guidelines* define the term "significant impact on the environment" as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. However, there is no iron-clad definition of what constitutes a substantial change because the significance of an activity may vary according to location.

To help clarify and standardize decision-making in the environmental review process, Oxnard has developed thresholds of environmental significance. Thresholds are measures of environmental change that are quantitative for subjects like noise, air quality, and traffic; and qualitative for subjects like aesthetics, land use compatibility, and biology. These thresholds are used in the absence of other empirical data to define the significance of impacts. For some projects, however, special studies and/or the professional judgment of City staff may enter into the decision-making process. Therefore, Oxnard's thresholds are intended to serve as guidelines, and to augment existing CEQA provisions governing the definition of significance.

The City's environmental thresholds will be periodically updated as new information becomes available, or as standards regarding acceptable levels of environmental change are reevaluated. For example, the air quality thresholds adopted by Oxnard were established through State and Federal legislation. These standards, and the methodology used to compute them, may change over time. When this occurs, the City will evaluate the data and, if necessary, modify the thresholds to reflect improved awareness.

When other agencies have jurisdiction over a given site, the project proponent will have to meet the design, mitigation, and monitoring requirements imposed by those agencies, as well as any additional requirements established by the City of Oxnard.

CITY OF OXNARD

INITIAL STUDY ENVIRONMENTAL CHECKLIST FORM

1. Project Title: GREAT Program Recycled Water Distribution Pipeline Phase 1B
2. Lead Agency Name and Address: City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, CA 93030
3. Contact Persons and Phone Numbers: Daniel Rydberg, Capital Projects Manager, City of Oxnard, Public Works Department, 805-385-8055; Hollee L. King, AICP, Public Works Environmental Planner, 805-901-2261
4. Project Location: Recycled water distribution pipeline approximately 55,370 long and placed approximately 6 to 11 feet underground in the right-of-way of Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Naumann Road, and over the Revlon Slough Bridge in the unincorporated areas of the County of Ventura, CA.
5. Project Applicant Name and Address: City of Oxnard, Public Works Department, Capital Projects Management Division, 305 West Third Street, Oxnard, CA. 93030.
6. General Plan Designation: Not Applicable (in Right-of-Way)
7. Zoning: Not Applicable (in Right-of-Way)
8. Description of Project:

The City of Oxnard (City) is implementing the Groundwater Recovery Enhancement and Treatment (GREAT) Program – a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population. A major component of the GREAT Program is the Recycled Water Backbone System (RWBS). The RWBS includes a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users in the City and neighboring areas.

The GREAT Program Recycled Water Distribution Pipeline Phase 1B Project is located in the unincorporated area of Ventura County and will be constructed in the right-of-way for Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Naumann Road. The project is for recycled water delivery to Houweling Nurseries, Pleasant Valley County Water District, and United Water Conservation District, and with a long term goal of serving other agricultural users along those roads. The project will include approximately 4,030 feet of welded steel pipe (WSP) and 51,340 feet of high density polyethylene (HDPE) pipe for the transmission of recycled water for a total of 55,370 of new pipe.

The proposed pipelines would be installed as described below:

Street	From	To	Pipe Material/Size	Construction Method	Length (ft)
Hueneme Road	Olds	Approx. 335 feet east of Casper Rd	WSP-33"	Open Cut	1,700
Hueneme Road Crossing	Approx. 335 feet east of Casper Rd	Approx. 410 feet east of Casper Rd	WSP-33"	Jack & Bore	110
Hueneme Road	Approx. 410 feet east of Casper Rd	Rice Avenue	WSP-33"	Open Cut	2,090
Hueneme Road Crossing	Rice Avenue	Rice Avenue	WSP-33"	Open Cut	130
Hueneme Road	Rice Avenue	Approx. 765 feet west of Naumann Road	HDPE-36"	Open Cut	3,300
Hueneme Road Crossing	Approx. 765 feet west of Naumann Road	Approx. 685 feet west of Naumann Road	HDPE-36"	Jack & Bore	120
Hueneme Road	Approx. 685 feet west of Naumann Road	Approx. 1,170 feet east of Naumann Road	HDPE-32"	Open Cut	1,860
Hueneme Road Crossing	Approx. 1,170 feet east of Naumann Road	Approx. 1,255 feet east of Naumann Road	HDPE-32"	Jack & Bore	120
Hueneme Road	Approx. 1,255 feet east of Naumann Road	Pacific Coast Highway	HDPE-32"	Open Cut	1,800

Street	From	To	Pipe Material/Size	Construction Method	Length (ft)
Hueneme Road/PCH Crossing	Pacific Coast Highway	Approx. 245 feet west of Raytheon Road	HDPE-32"	Jack & Bore	500
Hueneme Road	Approx. 245 feet west of Raytheon Road	Approx. 320 feet west of Raytheon Road	HDPE-32"	Open Cut	570
Hueneme Road	Approx. 320 feet west of Raytheon Road	Wood Road	HDPE-32"	Open Cut	3,740
Hueneme Road	Wood Rd	West Revlon Slough	HDPE-22"	Open Cut	2700
Hueneme Road	West Revlon Slough	East Revlon Slough	HDPE-22"	Over-Bridge	700
Hueneme Road	East Revlon Slough	2300ft East of Las Posas Rd	HDPE-22"	Open Cut	6,350
Parallel to Las Posas Rd with PV Line	2300ft East of Las Posas Rd & Hueneme Rd	Laguna Rd	HDPE-22"	Open Cut	5,500
Wood Road	Hueneme Road	Etting Road	HDPE-24"	Open Cut	5,160
Wood Road Crossing	Etting Road	Etting Road	HDPE-24"	Jack & Bore	70
Wood Road	Etting Road	Revlon Slough	HDPE-24"	Open-Cut	3,380
Revlon Slough Crossing	Revlon Slough Bridge	Revlon Slough Bridge	HDPE-24"	Over-Bridge	160
Wood Road	Revlon Slough	Laguna Road	HDPE-24"	Open Cut	1,910
Wood Road Crossing	Wood Road	Laguna Road	HDPE-24"	Jack & Bore	110

Street	From	To	Pipe Material/Size	Construction Method	Length (ft)
Laguna Road	Wood Road	Approx. 1000 feet west of Las Posas Road	HDPE-24"	Open Cut	6,560
Laguna Road Crossing	Approx. 1000 feet west of Las Posas Road	Pleasant Valley Pumping Station	HDPE-24"	Jack & Bore	60
Laguna Road	Pleasant Valley Pumping Station	270ft East of Las Posas Rd	HDPE-24"	Open Cut	1,400
Laguna Road	Wood Road	East of Revlon Slough	HDPE-32"	Open-Cut	1,000
Laguna Road	West of Revlon Slough	2,500 feet East of Pleasant Valley Road	HDPE-32"	Open Cut	4,270

During design of the project, field activities will include surveying, utilities potholing, geotechnical investigation, and proof testing. In addition to construction of the pipeline as described above, major field activities during construction of the project will also include surveying, traffic control, dewatering, relocating existing utilities as necessary, and restoring existing pavement and alignment as it is currently configured any aboveground features impacted by the construction activities.

The GREAT Program was reviewed under a Program EIR (SCH#2003011045) that was approved in May 2004. The construction of the entire system was analyzed. This Mitigated Negative Declaration (MND) is being prepared for the pipeline extensions for Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Naumann Road for the purposes of recycled water delivery.

9. Surrounding Land Uses and Setting: Surrounding land uses for the pipeline are urban and agricultural along Hueneme Road and agricultural properties along the portions of Wood Road and Laguna Road. The Wood Road Bridge travels north-south over the Revlon Slough which is a channelized flood control channel in the lower portion of Calleguas Creek.

10. Other agencies whose approval is required (e.g., permits, financing approval, or participating agreement):
 - 1) County of Ventura Transportation Department (Road Encroachment Permits)
 - 2) Ventura County Watershed Protection District (WP-2 Permits, if required)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agricultural Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology/Soils |
| ☐ Hazards & Hazardous Materials | ☐ Hydrology/Water Quality | ☐ Land Use/Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population/Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation/Traffic |
| ☐ Utilities/Service Systems | ☐ Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Hollee L. King, AICP

Print Name

Date

Environmental Planner, Carollo Engineering

Title

Department of Public Works
GREAT Water Distribution Phase 1B
~~January 24, 2014~~ Revised March 18, 2014
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EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” cited in support of conclusions reached in other sections may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used—Identify and state where they are available for review.
 - b. Impacts Adequately Addressed—Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures—For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. The explanation of each issue should identify: a) The significance criteria or threshold, if any, used to evaluate each question; and b) The mitigation measure identified, if any, to reduce the impact to less than significance.

A. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect on a scenic vista? (2030 General Plan)	☐	☐	☐	☒
2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (2030 General Plan)	☐	☐	☐	☒
3. Substantially degrade the existing visual character or quality of the site and its surroundings? (2030 General Plan)	☐	☐	☐	☒
4. Create a source of substantial light or glare, which would adversely affect day or nighttime views in the area? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1, 2, 3, 4)

The GREAT Program Recycled Water Distribution Pipeline Phase 1B Project has been developed to be consistent with the GREAT Program EIR and the intent of the City's adopted 2030 General Plan and the Ventura County General Plan. As the pipeline would be located below the ground, any scenic views would not be impacted. The pipeline project would involve construction activities that would be spread throughout the project vicinity for a total of approximately twelve months. However, construction activities would be temporary and construction areas would be returned to existing or better conditions once construction is complete, so significant impacts to visual resources would not be anticipated. The project is not located near any scenic vistas and the project does not propose any lighting. **Therefore, no impacts have been identified.**

Mitigation:

None required.

Monitoring:

None required.

Result after Mitigation:

Not applicable.

B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
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B. AGRICULTURAL RESOURCES*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? (2030 General Plan)	☐	☐	☐	☒
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (2030 General Plan)	☐	☐	☐	☒
3. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-3)

The project would also be consistent with the GREAT Program EIR and the intent of the City's 2030 *General Plan* and the *Ventura County General Plan*. The GREAT Program anticipates providing high-quality recycled water for agricultural irrigation, injection into the groundwater aquifers, and possibly in agricultural processing resulting in positive impacts to the local agricultural industry. The pipeline would be constructed in the road right-of-way along agricultural parcels. No agricultural uses will be impacted during construction or after the pipeline is in place. **Therefore, no negative impacts related to agriculture are anticipated.**

Mitigation:

None required.

Monitoring:

None required.

Result after Mitigation:

Not applicable.

C. AIR QUALITY*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Conflict with or obstruct implementation of the applicable air quality plan? (<i>Ventura County Air Quality Assessment Guidelines; CalEEMod Computer Program</i>)	☐	☐	☐	☒

C. AIR QUALITY*

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (<i>Ventura County Air Quality Assessment Guidelines; CalEEMod Computer Program</i>)	☐	☐	☒	☐
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (<i>Ventura County Air Quality Assessment Guidelines; CalEEMod Computer Program</i>)	☐	☐	☒	☐
4. Expose sensitive receptors to substantial pollutant concentrations? (<i>Ventura County Air Quality Assessment Guidelines; CalEEMod Computer Program</i>)	☐	☐	☒	☐
5. Create objectionable odors affecting a substantial number of people? (<i>Ventura County Air Quality Assessment Guidelines; CalEEMod Computer Program</i>)	☐	☐	☐	☒

Discussion:

(1-3)

Short-term impacts to air quality are the result of grading and other construction activities associated with the project, such as earth-moving and heavy equipment vehicle operations. The Air Pollution Control District considers short-term activities related to construction to be temporary and less than significant impacts. Standard APCD mitigations will be required in order to minimize on-site construction emissions and maximize dust suppression. In addition, the Best Management Practices (BMP's) contained in the Storm Water Pollution Prevention Plan (SWPPP) is a standard requirement applicable to all development projects, and will include devices that will help to control dust production (such as sandbagging the perimeter of the project site to prevent dirt from draining from the site and being pulverized by passing vehicles; tire cleaning devices on-site at all driveways to prevent dirt from being tracked into the streets). By requiring compliance with standard APCD permitting requirements, short-term air quality impacts would be considered less than significant. According to APCD regulations, any on-site combustion equipment that is rated at 50 horsepower or greater, such as electrical generators or portable air compressors, must have an APCD Permit to Operate or be registered with the California Air Resources Board (CARB) Portable Equipment Registration Program. Mitigation measures will reduce emissions to the extent that is practically feasible during construction. **Therefore, with mitigation, the short-term impacts to air quality are less than significant.**

Long-Term impacts are not anticipated for the project as the project is a pipeline for recycled water and will not have any emissions that could degrade air quality. **Therefore, no long-term impacts are anticipated.**

(4, 5) There are no known sensitive receptors within the immediate vicinity of the project site and the project and is not expected to generate any objectionable odors. **Therefore, no impacts are anticipated.**

Mitigation: The following mitigation measures shall apply:

AQ-1 All construction equipment shall be maintained and tuned to meet applicable EPA and CARB emissions requirements. At such time as new emission control devices or operational modifications are found to be effective, such devices or operational modifications shall be required on all construction equipment operating pursuant to City permits.

AQ-2

The following dust suppression measures shall be incorporated into the project:

- a. Watering all excavated material to prevent wind erosion while it is on-site or being moved;
- b. Periodic watering of construction sites or use of APCD approved dust suppression compounds that bind with the surface layers of soil and prevent soil particles from being eroded;
- c. Controlling the number and activity of vehicles on site at any given time;
- d. Sweeping streets adjacent to the construction site to remove dust caused by the construction activities.

AQ-3 All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust.

AQ-4 All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

Monitoring: Public Works staff shall check all plans prior to ensure that the above measures are incorporated into the project. The Public Works staff shall monitor all applicable measures in the field until construction is completed.

Result after mitigation: With incorporation and monitoring of the above mitigation measures, air quality impacts would be considered less than significant.

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2030 General Plan)	☐	☐	☒	☐

D. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (2030 General Plan)	☐	☐	☒	☐
3. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (2030 General Plan)	☐	☐	☒	☐
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (2030 General Plan)	☐	☐	☐	☒
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (2030 General Plan)	☐	☐	☐	☒
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-6)

The entire pipeline route is contained within existing road right-of-ways, thus impacts to biological resources overall will be minimal. Although a portion of the project will be in close proximity of the Revlon Slough (a channelized waterway located in the southern portion of Calleguas Creek), for two segments, there is no existing vegetation or riparian habitat near the construction area. Additionally, the pipeline segments will be placed above the Slough in a conduit-type pipeline adjacent to the street bridge. There could be a potential for construction-related surface run-off impacts to the Revlon Slough or into storm drains. Impacts related to potential surface run-off impacts to any potential biological resources could be minimized with mitigation. **Therefore, with mitigation, impacts would be less than significant.**

Mitigation:

- BIO-1 Construction of the project shall implement all applicable Best Management Practices (BMPs) to prevent off-site transport of sediment and pollutants that could contaminate soils and potentially reach and/or impact the Revlon Slough.
- BIO-2 Equipment refueling and maintenance shall not occur within 200 feet of any storm drains along roadways and all storm drains shall be blocked with sandbags and straw wattles for the duration of construction within 500 feet of either side of the drainages. Spill clean-up of gasoline, oil, drilling mud, etc and containment kits shall be kept ready to use at both drainages for the duration of the construction near the drainages.
- BIO-3 Equipment refueling and maintenance shall not occur within 500 feet of the Revlon Slough. Spill clean-up of gasoline, oil, drilling mud, etc and containment kits shall be kept ready to use at both drainages for the duration of the construction.

Monitoring:

Public Works shall implement BMP's required for all other mitigation measures. The Public Works Department staff shall monitor periodically and respond to complaints.

Result after Mitigation:

Implementing the mitigation and the BMP's will lessen the potential of significant adverse impacts to biological resources to a less than significant level.

E. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (2030 General Plan)	☐	☐	☒	☐
2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (2030 General Plan)	☐	☒	☐	☐
3. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature? (2030 General Plan)	☐	☐	☒	☐
4. Disturb any human remains, including those interred outside of formal cemeteries? (2030 General Plan)	☐	☐	☒	☐

Discussion:

(1-4)

A records search was conducted by Compass Rose Archeological Consultants on May 9, 2013. Their research included records at the South Central Coastal Information Center (SCCIC) at Cal State Fullerton and other sources available to them. The records research encompassed a search within a .25-mile radius along the entire pipeline route. They concluded that there have been 12 cultural resource investigations on file at the SCCIC for the study area.

The records research indicate that there are no previously recorded prehistoric cultural resources within the research area. The research also indicated that there are four recorded historical sites within a .25-mile radius of the pipeline project. These sites are structures that are not located in the road right-of-way. Therefore, as the project only impacts the road right-of-way, the historical sites would not be affected by the construction of the water pipeline.

Therefore, the conclusions of the records research indicate that the proposed pipeline project will not have any adverse effects to known cultural resources, either prehistoric or historical, and no additional studies are recommended at this time. However, a standard condition of the Public Works Department is to condition the project so that in the event that cultural resources are encountered during earth disturbing activities, all work must halt at that location until the resource can be properly evaluated by a qualified archaeologist. Further, if human remains are unearthed during excavation, State Health and Safety Code Section 7050.5 states that "...no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and distribution pursuant to Public Resource Code Section 5097.98." **Therefore, with mitigation, there would be a less than significant impact to cultural resources.**

Mitigation:

CR-1 In the event that archeological resources are discovered for any excavations, all construction activities shall cease and the City of Oxnard Public Work Department shall be notified immediately to determine appropriate measures to mitigate adverse impacts to the discovered resources. Development of mitigation procedures may require a Phase 2 site subsurface excavation and evaluation program. If remains prove to be archaeologically significant, further investigations in the form of a Phase 3 data recovery program may be necessary. If human remains are discovered, Section 7050.5 of the California Health and Safety Code requires that no further disturbance shall occur until the County Coroner has made the necessary determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the County Coroner determines that the discovered remains are those of Native American ancestry, then the Native American Heritage Commission (NAHC) shall be notified by phone within 24 hours. Sections 5097.94 and 5097.98 of the Public Resources Code, describe the procedures to be followed after notification of the NAHC.

Monitoring:

The Public Works Department staff will be assigned to monitor excavations of the project. The Public Works Department will require that construction work cease immediately upon finding any cultural resources. Any additional investigations, studies, or reports shall be required as necessary.

Result After Mitigation:

With the proposed mitigation, any potential impacts to archeological and historical resources would be lessened to a less than significant level.

F. GREENHOUSE GASES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Discussion:

(1-2)

Neither the Ventura County Air Pollution Control District (VCAPCD) or the City have established project-level significance thresholds for GHGs emissions for vehicle emissions or HVAC operations for the construction of pipelines. In the absence of an adopted GHG emission-specific threshold, the GHG-emission impact determination is assumed to be less than significant. The project would be consistent with the strategies from the 2006 Climate Action Team Report that outlines all feasible and applicable strategies to reduce GHG in California. **Therefore, impacts related to GHG emissions are considered to be less than significant.**

Mitigation: None.

Monitoring:

Not Applicable

Result After Mitigation:

Not Applicable

G. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault? Refer to Division of Mines and Geology Special Pub. 42. (2030 General Plan)	☐	☐	☒	☐

G. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
b. Strong seismic ground shaking? (2030 General Plan)	☐	☐	☒	☐
c. Seismic-related ground failure, including liquefaction? (2030 General Plan)	☐	☐	☒	☐
d. Landslides? (2030 General Plan)	☐	☐	☒	☐
3. Result in substantial soil erosion, or the loss of topsoil? (2030 General Plan)	☐	☐	☒	☐
4. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (2030 General Plan)	☐	☒	☐	☐
5. Be located on expansive soil, creating substantial risks to life or property? (2030 General Plan)	☐	☒	☐	☐

Discussion:

(1-4)

According to the GREAT Program EIR, the construction of the pipelines would not encounter hazards from fault rupture, landslides, or seiche. The sub-grade recycled water pipelines would be fairly resistant to damage from ground shaking. The recycled water pipelines would be located in areas within a Liquefaction Hazard Zone. Liquefaction-induced ground failures could rupture the pipelines. Segments of the recycled water pipelines would encounter soils with a moderate shrink swell potential. The expansion and contraction of these soils may cause pipeline leaks and failures along the proposed pipelines, especially at pipe joints. The impacts of liquefaction and expansive soils would be considered less than significant with mitigation that reduces the impact to acceptable levels by implementing appropriate design techniques, best management practices, and code compliance. Proposed recycled water pipelines would be located in a hazard zone of probable subsidence of 0.05-ft/yr. Given the regional nature of land subsidence in the project area and lateral continuity of the underlying fine-grained sediments, differential settlement is unlikely to occur. Continued subsidence may nominally affect the hydraulic grade of the pipelines. The pipeline would be located sub-grade and any impacts due to tsunami hazards would have no impact. The project will be constructed in conformance with the California Building Code requirements and the City's grading ordinance and the City's best management practices that the City enforces for all Public Works projects. **Therefore impacts are considered to be less than significant.**

G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
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G. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? (2030 General Plan)	☐	☐	☒	☐
2. Create a significant hazard to the public or the environment through reasonably foreseeable up-set and accident conditions involving the release of hazardous materials into the environment? (2030 General Plan)	☐	☐	☒	☐
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (2030 General Plan)	☐	☐	☒	☐
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (2030 General Plan)	☐	☐	☐	☒
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (2030 General Plan)	☐	☐	☒	☐
6. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (2030 General Plan)	☐	☐	☐	☒
7. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (2030 General Plan)	☐	☐	☐	☒
8. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-3)

The proposed project will include the excavation of soil, asphalt, and debris for the construction of the pipeline. After the pipeline is completed, routine re-surfacing, including the pouring of new asphalt, would occur in the

disturbed areas. Construction vehicles will be fueled by a service truck and the transfer of fuel would be directly from the service truck to the construction vehicles to avoid any releases of fuel. The construction of the project will be required to incorporate specific project design features and construction measures, including best management practices, in compliance with federal, state, and city standards. The project would also be consistent with the GREAT program EIR and the *2030 General Plan* and the *Ventura County General Plan*. **Therefore, the project would be considered a less than significant impact for hazardous substance materials.**

(4)

The project site is not on a hazardous materials site list compiled pursuant to Government Code Section No. 65962.5. The project would also be consistent with the GREAT program EIR and the *2020 General Plan*. **Therefore, there are no impacts anticipated.**

(5)

The project is southeast of the Ventura County Airport in Oxnard. However, the project will not pose a safety hazard to people residing or working near the airport. The project would also be consistent with the GREAT program EIR and the *2020 General Plan*. **Therefore, impacts are considered to be less than significant.**

(6-8)

The proposed development is within an urban and semi-rural area already designed with roadways to accommodate access for emergency and other service vehicles. The construction of the project will not prohibit emergency vehicle access along these roadways. The project would also be consistent with the GREAT program EIR and the intent of the City's adopted *2020 General Plan*. **Therefore, there are no impacts anticipated.**

Mitigation:

None required.

Monitoring:

None required.

Result after Mitigation:

Not applicable.

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Violate any water quality standards or waste discharge requirements? (<i>2030 General Plan</i>)	☐	☐	☐	☒

H. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
2. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (2030 General Plan)	☐	☐	☐	☒
3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? (2030 General Plan)	☐	☐	☐	☒
4. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in substantial erosion or siltation on- or off-site? (2030 General Plan)	☐	☐	☐	☒
5. Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? (2030 General Plan)	☐	☐	☐	☒
6. Otherwise substantially degrade water quality? (2030 General Plan)	☐	☐	☒	☐
7. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (2030 General Plan)	☐	☐	☐	☒
8. Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (2030 General Plan)	☐	☐	☐	☒
9. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (2030 General Plan)	☐	☐	☐	☒
10. Inundation by seiche, tsunami, or mudflow? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-5)

The project would be in conformance with the adopted GREAT Program EIR and the City's 2030 General Plan and the Ventura County General Plan. The project crosses the Revlon Slough, the Las Posas Road drain, and the Mugu Road drain. The project would not violate any water quality standards nor cause any depletion of groundwater supplies. The project is for the construction of pipelines in an existing roadway. The areas for construction will be excavated and then returned to its original grade and would not affect any drainage patterns. The project will not have any water flows that would increase the capacity of surrounding storm drains. In a letter dated March 13, 2014 by the Ventura County Watershed Protection District (See Attachment C) they state that the proposal of best management practices, including horizontal boring, should reduce potential environmental impacts to jurisdictional red-line channels and facilities to **less than significant**.

(6)

There is a possibility that there would be impacts associated with water run-off during the rainy season or washing activities associated with the construction of the pipeline. The amount of water run-off created by the project would not be considered significant. The project would also be consistent with the GREAT program EIR and the intent of the City's 2030 General Plan and the Ventura County General Plan. The project will incorporate best management practices in compliance with federal, state, local standards. **Therefore, impacts are considered to be less than significant.**

(7-10)

The project will not create any flood or tsunami impacts. **Therefore, there are no impacts anticipated.**

Mitigation:

None Required.

Monitoring:

None Required.

Result After Mitigation:

Not applicable

I. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Physically divide an established community? (2030 General Plan)	☐	☐	☐	☒
2. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (2030 General Plan)	☐	☐	☐	☒

I. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
3. Conflict with any applicable habitat conservation plan or natural community conservation plan? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-3)

There are no potential impacts pertaining to the Land Use and Planning topics identified above. The project would not divide any existing community and is consistent with the City's 2030 General Plan and the Ventura County General Plan. The project does not cross or impact any habitat conservation area. The Coastal Commission does not have jurisdiction over the project. Furthermore, there were no land use impacts identified in the GREAT Program EIR. **Therefore, the project will have no adverse impacts to land use and planning.**

Mitigation:

None Required.

Monitoring:

None Required.

Result After Mitigation:

Not Applicable.

J. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (2030 General Plan)	☐	☐	☐	☒
2. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1, 2)

According to the GREAT program EIR, construction of the pipelines would not result in a loss of or interference with the extraction of mineral resources. The proposed pipelines would be located in areas considered to be MRZ-1, which contain no significant aggregate deposits. As these pipelines would be located within existing roadways, they would not interfere with oilfield operations. The project would also be consistent with the

GREAT program EIR and the City's 2030 General Plan and the Ventura County General Plan. **Therefore, there are no impacts associated with mineral resources.**

Mitigation:

None Required.

Monitoring:

None Required.

Result After Mitigation:

Not Applicable.

K. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (2030 General Plan)	☐	☒	☐	☐
2. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (2030 General Plan)	☐	☐	☒	☐
3. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (2030 General Plan)	☐	☐	☐	☒
4. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project? (2030 General Plan)	☐	☒	☐	☐
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (2030 General Plan)	☐	☐	☒	☐
6. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (2030 General Plan)	☐	☐	☐	☒

Discussion:

According to the GREAT Program EIR, permanent noise impacts due to the placement of pipelines would not result in any long-term noise impacts. Short-term construction impacts to noise sensitive uses could occur for the construction of the pipeline and would need to be mitigated in order to reduce the impacts.

Construction noise is highly variable because construction equipment operates intermittently, and the types of equipment in use at a construction site change with the types of construction activities. Construction sound levels at noise-sensitive areas would be dependent on the type of equipment used, the duration of use for each piece of equipment, the number of construction vehicles/machines used simultaneously, and the distance between the sound source and the receiver.

The EPA Office of Noise Abatement and Control has extensively studied noise from individual pieces of construction equipment, as well as from construction sites of power plants and other types of facilities (EPA, 1971). Specific information on types, quantities, and operating schedules of construction equipment will be developed during final project design. For instance, the estimated sound levels from a water well drilling rig at a distance of 50 feet is 75 dBA. The estimated sound levels from a backhoe is 89 dBA at 50 feet. Construction noise levels decrease rapidly as distance from the construction site increases. The rate of attenuation of noise levels from construction activities is approximately 6 dBA per doubling of distance. Therefore, to meet the 75-dBA limit for mobile equipment, such equipment would have to be at a distance of 250 feet from the nearest noise-sensitive receivers. To achieve the required noise level of 60 dBA for stationary construction equipment, such equipment would have to be at a distance of approximately 1,000 feet from the sensitive areas. Elements of the GREAT Program would be located near sensitive receivers. In some cases, the distance between construction activity and sensitive receivers would be less than the minimum distances discussed above, resulting in a potentially significant noise impact during construction.

The maximum noise levels for intermittent short term operation is as follows:

Time of Day	Daytime 7:00am to 7:00pm	Nighttime 7:00pm to 7:00am
Noise Level	75 dBA Leq	65 dBA Leq

A noise mitigation and control plan should be required and approved prior to start of construction that requires noise control and monitoring to meet the noise standards for the City of Oxnard. Potential plans measures could require that drill rigs, air compressors and blowers, pumps, backhoes, and other associated equipment to be outfitted to meet local noise requirements. Possible options for controlling noise from such equipment include steel-framed, fiberglass-filled panels, acoustical skirts for drill rigs, and high-performance mufflers for engines.

Therefore, with implementation of the proposed mitigation measures, the noise impacts are expected to be less than significant.

Mitigation:

The proposed project will incorporate the following mitigation measures to minimize the potential significant impacts of construction noise:

- N-1 A noise control plan shall be required and approved by the Public Works Department to achieve compliance with the noise limits set forth in the following table:

Time of Day	Daytime 7:00am to 7:00pm	Nighttime 7:00pm to 7:00am
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Noise Level	75 dBA Leq	65 dBA Leq
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- a. Noise abatement and reduction measures, which shall be implemented at all times when work is being performed, include, but are not limited to the following: Schedule truck loading, unloading, and hauling operations so as to minimize noise impact near noise sensitive locations and surrounding communities; Locate stationary equipment so as to minimize noise impact on the community; Turn off equipment pieces when not in use; Limit the use of enunciators or public address systems, except for emergency notifications; Maintain equipment such that parts of vehicles and loads are secure against rattling and banging; Limit the time that steel decking or plates for street decking or covering excavated areas are in use; Grade surfaced irregularities in the work area to prevent the generation of impact noise by passing vehicles; Schedule work to avoid simultaneous activities that both generate high noise levels.
- b. Noise abatement and reduction measures, which shall be implemented when work is performed between 7:00 a.m. and 7:00 p.m. include, but are not limited to, the following: Install noise barriers and/or curtains of up to 25 feet in height between construction equipment and sensitive receptors.; Provide materials and details of construction sufficiently weather resistant to last as long as work is to be performed; Be responsible for the design, detailing and adequacy of framework, supports, ties, attachment methods and other appurtenances required for the proper installation; Prepare and stamp the design and details of framework and supports using a Professional Engineer licensed in the State of California. The noise barrier shall be designed to withstand 80 mph wind loads plus a 30% gust factor; Light sets shall be enclosed or acoustically packaged; Upgraded silencers shall be placed on all applicable engines; Use signalers rather than "beepers" for all back-up operations; Minimize the use of a crane and pipe handling operations; There shall be no materials deliveries to the Site.
- c. At all times when work is underway between 7 p.m. and 7 a.m. within 300 feet of a residential or hotel property line, the Contractor shall conduct his construction activities so that noise levels do not exceed the limits set forth above. Compliance is to be achieved at the property line of the nearest residence or other noise-sensitive receptor.

Monitoring:

The Public Works Department, City Police Department, and County Sheriff's office shall respond to noise complaints.

Result After Mitigation:

By requiring noise control mitigation measures, noise sensitive uses would not be significantly impacted by the construction of the pipeline. Confining construction in residential areas to daytime hours, will safeguard residents against sleep disruption due to construction noise.

L. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through an extension of roads or other infrastructure)? (2030 General Plan)	☐	☐	☐	☒
2. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (2030 General Plan)	☐	☐	☐	☒
3. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1)

According to the GREAT Program EIR, the GREAT Program is anticipated to employ approximately 10 to 85 construction workers during any given day of the approximately 12-month construction period overall. The number of construction workers for just the RWBS pipeline is estimated to between 10 to 30 workers. Although there might be a slight increase in the population of the City and/or County during the construction phase of the project, it is anticipated that sufficient skilled labor could be provided locally or regionally, resulting in workers commuting to the project area on a daily or weekly basis. Due to the short term and temporary nature of construction and use of local and regional skilled labor, the proposed project would not induce substantial growth, cause a concentration of population, or displace people. The project would also be consistent with the GREAT program EIR and the intent of the City's 2020 General Plan and the Ventura County General Plan. **Therefore, there would be no adverse impacts.**

(2, 3)

With respect to housing, as the source of temporary skilled labor for the project being local or regional, substantial amounts of short-term housing would not be required for construction workers. Any short-term housing needs would be met by existing capacity of local hotel or motel rooms. Although the housing markets in both the City and the County are limited, the short-term housing needs associated with the project would not result in a significant impact to existing housing resources. Construction of the RWBS pipeline is proposed within or immediately adjacent to existing road rights-of-way. The project would also be consistent with the GREAT program EIR and the City's 2020 General Plan and the Ventura County General Plan. Therefore, no disruption or division of an established community is anticipated and **there would be no adverse impacts.**

Mitigation:

None Required.

Monitoring:

Not Applicable.

Result After Mitigation:

Not Applicable.

M. PUBLIC SERVICES*

Would the project result in substantial adverse physical impacts to the following:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Fire protection? (2030 General Plan)	☐	☐	☒	☐
2. Police protection? (2030 General Plan)	☐	☐	☒	☐
3. Schools? (2030 General Plan)	☐	☐	☒	☐
4. Parks? (2030 General Plan)	☐	☐	☒	☐
5. Other public facilities? (2030 General Plan)	☐	☐	☒	☐

Discussion:

- (1) According to the GREAT Program EIR, construction activities associated with the RWBS pipelines would have less than a significant impact on fire hazards. Although rare, fires do occur at construction sites. However, construction and installation methods would be subject to City and County codes and inspection by County and City personnel prior to project completion. In addition, construction sites would be subject to City requirements relative to water availability and accessibility for firefighting equipment. Therefore, adherence to County and City codes and requirements during construction would reduce the potential for fire hazards to a less-than-significant level. Construction of the RWBS pipelines would temporarily increase traffic on roadways used in the vicinity of the project may have the potential to temporarily delay fire and emergency response. However, with the requirement of a Traffic Control Plan (required under Transportation), the project would require compliance with the Traffic Control Plan and would improve roadway conditions and traffic flow during construction, allowing fire and emergency response to operate without substantial delay. The project would also be consistent with the GREAT program EIR and the intent of the City's adopted *2030 General Plan* and the *Ventura County General Plan*. **Therefore, impact on fire services is considered to be less than significant.**
- (2) According to the GREAT Program EIR, the construction activities associated with the RWBS pipelines could have minimal impacts to police protection due to theft or vandalism. Additionally, police response times may have a delay due to partial roadway closures during construction. The project would also be consistent with the GREAT program EIR and the intent of the City's adopted *2030 General Plan* and the *Ventura County General Plan*. **With the implementation of a Traffic Control Plan (required under Transportation) and the short-term nature of the project, impacts to police services is considered to be less than significant.**
- (3, 4, 5) The project is not adding any new residential units to the area and **therefore there will be no adverse impacts to schools, parks, or public facilities.** The project has the potential to provide recycled water connections to a variety of public and private uses for landscape irrigation which would generally benefit these uses.

N. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (2030 General Plan)	☐	☐	☐	☒
2. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (2030 General Plan)	☐	☐	☐	☒

Discussion:

- (1-2) As the project would introduce fewer than 10 new employees to the project area, the use of existing parks and recreational facilities would not substantially increase, nor would the project require construction or expansion of recreational facilities. The project would also be consistent with the GREAT program EIR and the intent of the City's 2030 General Plan and the Ventura County General Plan. The project has the potential to provide recycled water connections to a variety of public and private uses for landscape irrigation, which would generally benefit these uses. **Therefore there would be no adverse impacts associated with recreational land use or parks or recreational facilities would occur.**

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (2030 General Plan)	☐	☐	☒	☐
2. Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways? (2030 General Plan)	☐	☒	☐	☐
3. Result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (2030 General Plan)	☐	☒	☐	☐
4. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (2030 General Plan)	☐	☐	☒	☐

O. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
5. Result in inadequate emergency access? (2030 General Plan)	☐	☒	☐	☐
6. Result in inadequate parking capacity? (2030 General Plan; Local Zoning Codes)	☐	☒	☐	☐
7. Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-7)

According to the GREAT Program EIR, the construction of the pipelines would generate additional construction trips due to construction workers and truck trips to the construction site. However, the GREAT Program EIR states that peak-hour construction vehicle trip generation would generate less than 100 peak-hour trips and per the City Threshold Guidelines would not have significant impact to transportation and traffic for construction trips.

The roadways listed in the project description will require temporary lane closures for the construction of the pipelines and would have the potential to affect roadways, traffic circulation, public transit, and pedestrian/bicycle facilities.

Street	From	To
Hueneme Road	Olds Road	Wood Road
Wood Road	Hueneme Road	Laguna Road
Laguna Road	Wood Road	Las Posas Road

Construction staging for equipment and materials would take place within existing city-owned roads and temporary construction easements and encroachments would be required to be obtained from the County of Ventura for right-of-ways within their jurisdiction. It is anticipated that temporary construction easements or encroachments would not exceed 75 feet in width along proposed pipeline alignments. Although not known in detail at this time, it is anticipated that lane closures along affected roadways would be required. Lane closures would have the potential to reduce roadway capacity and significantly impact traffic operations. A road encroachment permit from the County of Ventura would also be required for the construction of the pipeline along the Revlon Slough Bridge (in two places) that crosses the Revlon Slough.

In addition, public transit and pedestrian/bicycle facilities may be affected by roadway lane closures. A Traffic Management Control Plan (TMP) would be required to be prepared to mitigate potentially significant impacts to a less-than-significant level. In addition, all roadways disturbed during pipeline installation would be returned to preconstruction conditions, including existing parking and road configurations, once construction is complete. Encroachment Permit from Ventura County Railroad is needed for all the railroad crossings.

Cumulative traffic impacts to the County's Regional Road Network are expected to be potentially significant. To reduce the impacts to less than significant, a Traffic Impact Mitigation Fee (TIMF) should be paid to the County of Ventura prior to any road construction (see letter dated March 7, 2014 by the County of Ventura Transportation Department, Attachment C).

Therefore, with mitigation, impacts for transportation would be considered less than significant.

Mitigation:

- T-1 To address lane closure impacts to study area roadways due to construction of the pipelines, the GREAT construction contractor will be required to prepare a construction TMP that would be required to be approved by the City of Oxnard or the County of Ventura (depending on jurisdiction) that addresses, at a minimum, the following:
- Detours for lane closures
 - Timing of lane closures on adjacent routes (to provide for effective detours)
 - Timing of heavy equipment and building material deliveries
 - Signing, lighting, and traffic control device placement
 - Establishing work hours outside the peak traffic periods, or suggesting alternate travel routes for construction traffic
- T-2 The Contractor will maintain the maximum amount of travel lane capacity possible during non-construction periods and will provide flagger-control at all construction sites to manage traffic control and flows.
- T-3 During construction, the Contractor will limit the work zone to a width that, at a minimum, maintains alternate one-way traffic flow past the construction zone. Alternatively, the Contractor will use detour signing, where available, on alternate access streets in the event that complete temporary street closures are required. Detour plans would be submitted to the City of Oxnard and Ventura County as part of the permit requirements.
- T-4 All property owners, residents, and agricultural operators that are affected by construction will be notified prior to the start of construction. Advance public notification will include postings of notices and appropriate signage of construction activity.
- T-5 All construction activities will be coordinated with local law enforcement and fire protection agencies. Emergency service providers will be notified of the timing, location, and duration of construction activities.
- T-6 As part of the TMP, the Contractor will identify all access restrictions expected to occur during construction. The Contractor will develop a plan for notifying the affected businesses, homes, and other facilities, and prepare a plan to ensure adequate access at all times. This plan may involve alternate access, detours, or other temporary mitigations.
- T-7 The Contractor will develop a plan for addressing temporary parking impacts due to construction. The parking plan should minimize the length of any temporary parking restrictions, identify alternative parking areas and appropriate signing, and specify the process for communicating with

the affected residents. This strategy should be discussed with the jurisdictions and included as part of the project TMP.

- T-8 Where construction will result in temporary closures of sidewalks and other pedestrian facilities, the Contractor will provide temporary pedestrian access, through detours or safe areas alongside the construction zone. Any affected pedestrian facilities and the alternative facilities or detours that will be provided will be identified in the TMP. Where construction activity will result in a bike lane closure, appropriate detours and signing will be developed. Where trenching will affect bicycle travel on streets without bicycle facilities, requirements for plates to cover trenches will be in accordance with the permit requirements of the local jurisdiction.
- T-9 The TMP shall be reviewed by the County of Ventura Transportation Department as required in a letter dated March 7, 2014.
- T-10 A Traffic Impact Mitigation Fee (TIMF) will be required to be paid to the County of Ventura Transportation Department prior to any road work. (See letter dated March 7, 2014)

Monitoring:

The Traffic Control Plan (TMP) shall be approved by the City of Oxnard and the County of Ventura (depending on jurisdiction) at the time of the road encroachment permit approval. Staff and crew from both agencies shall monitor compliance with the TMP and the road encroachment permits.

Result After Mitigation:

With the implementation of the TMP, traffic impacts for the pipeline project will be a less than significant impact.

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (2030 General Plan)	☐	☐	☐	☒
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2030 General Plan)	☐	☐	☐	☒
3. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (2030 General Plan)	☐	☐	☐	☒

P. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
4. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (2030 General Plan)	☐	☐	☐	☒
5. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (2030 General Plan)	☐	☐	☐	☒
6. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (2030 General Plan)	☐	☐	☐	☒
7. Comply with federal, state, and local statutes and regulations related to solid waste? (2030 General Plan)	☐	☐	☐	☒

Discussion:

(1-5)

According to the GREAT Program EIR, construction of GREAT Program Recycled Water Distribution Pipeline Phase 1B Project would not interfere with current sewer service or wastewater treatment at the Oxnard WWTP. Pipeline construction would occur offline until complete. Integration of GREAT Program facilities into the existing sewer and wastewater treatment system would be conducted to avoid disruptions in service. **Therefore, there would be no adverse impacts to the wastewater systems.**

Additionally, as described in the GREAT Program EIR, no disruption to water, electric, gas, or telephone services are anticipated as a result of this project and **therefore there would be no impacts associated with those public services.**

(6-7)

According to the GREAT program EIR, disposal needs during construction would primarily include concrete and asphalt debris, soil, and other recyclable waste materials generated during excavation activities. The majority of the construction debris produced by the project could be handled by the Del Norte Regional Recycling and Transfer Station and other construction and demolition recycling facilities. Use of Ventura County solid waste landfills and potential impacts to landfill capacities would be minimized. Construction personnel would individually produce waste from food consumption and other onsite activities. These materials would be appropriate for collection in dumpsters and would be disposed as appropriate at Del Norte or the Ventura County solid waste landfills. **With consideration of the temporary and short-term disposal needs of the project and primary use of construction and demolition recycling facilities, capacities at existing permitted municipal solid waste facilities are not anticipated to be adversely affected, and impacts would be less than significant.**

Mitigation:

None Required.

Monitoring:

Not Applicable.

Result After Mitigation:

Not Applicable.

Q. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation	Less than Significant Impact	No Impact
1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
2. Does the project have impacts that are individually limited, but cumulatively considerable (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects</i>)?	☐	☐	☒	☐
3. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

No new significant adverse effects are expected to result from the proposed project. Mitigation measures are either incorporated into the project or made a part of the Mitigated Negative Declaration.

ADDITIONAL REFERENCES

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9. City of Oxnard, Community Development Department, Planning Division, *Zone Maps*, current edition.
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16. City of Oxnard, Public Works Department, *Master Drainage Plan*, current edition.
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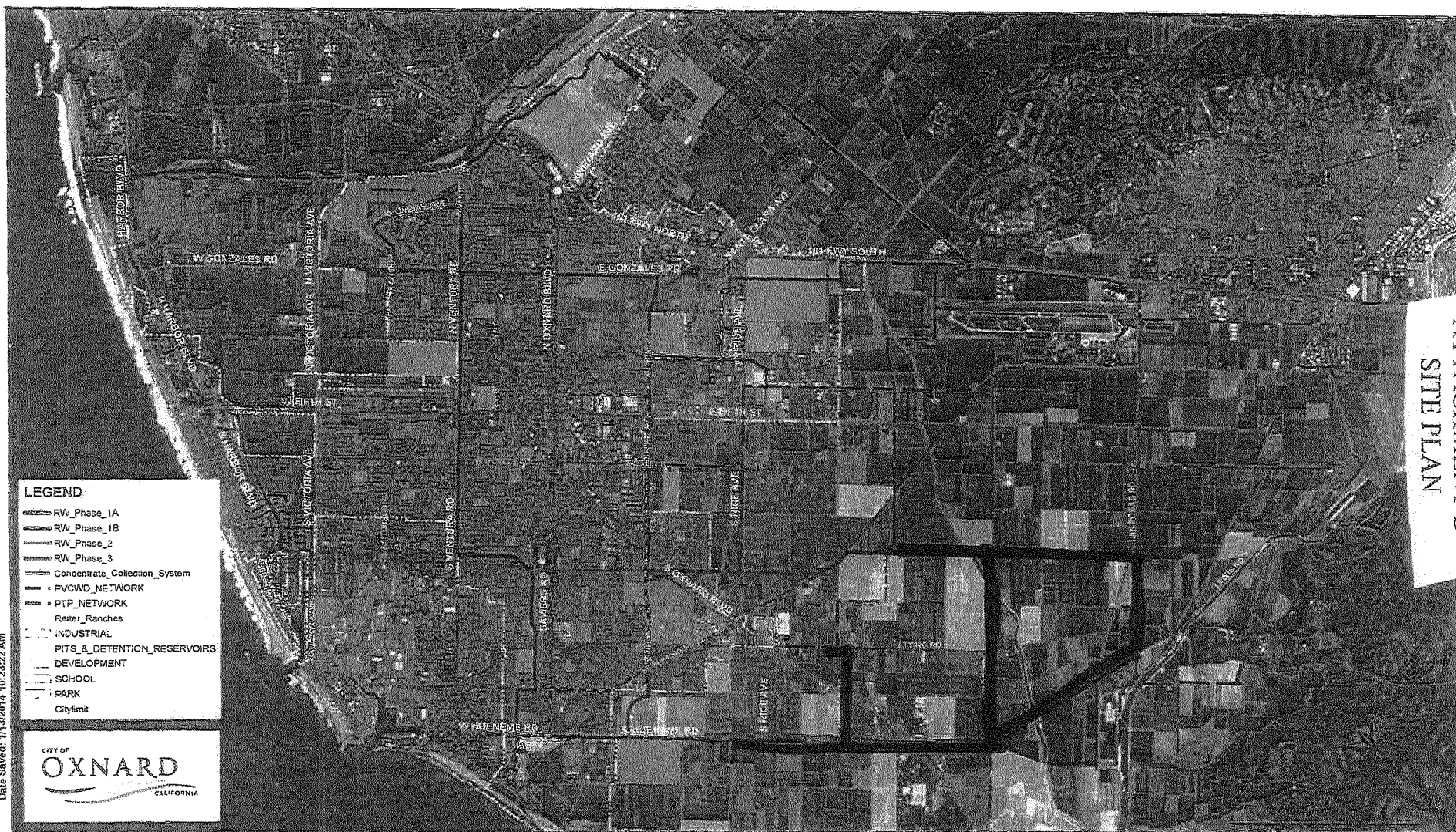
22. City of Oxnard, *FPEIR for the 2030 General Plan*, February 2010
23. City of Oxnard, *FEIR for the GREAT Program*, February 2004
24. City of Oxnard, *FEIR 94-1 for the Oxnard Factory Outlet, Phase III*.
25. City of Oxnard, *FEIR 95-2 for the Shopping Center at Lockwood and Rose Avenue*.
26. City of Oxnard, *FEIR 95-3 for the Redevelopment Project*.
27. City of Oxnard, *FEIR 96-1 for the Northshore Project at Harbor Boulevard and Fifth Street*.
28. City of Oxnard, *FEIR 96-2 for the Northwest Specific Plan*.
29. City of Oxnard, *FEIR 97-1 for the Ormond Beach Specific Plan*.
30. City of Oxnard, *FEIR 98-1 (Supplemental) for the Northeast Specific Plan*.
31. City of Oxnard, *FEIR 98-2 (Supplemental) for the Westport at Mandalay Bay Project (Tract 5196)*.

Specific Plans

- 32. City of Oxnard, *Northfield and Seagate Specific Plan*, July 3, 1984.
- 33. City of Oxnard, *Mandalay Bay Specific Plan*, January 9, 1985.
- 34. City of Oxnard, *Oxnard Town Center Specific Plan*, October 1, 1986.
- 35. City of Oxnard, *Rose-Santa Clara Corridor Specific Plan*, July 15, 1986.
- 36. City of Oxnard, *McInnes Ranch Business Park Specific Plan*, December 20, 1988.
- 37. City of Oxnard, *Northeast Community Specific Plan*, February 8, 1994.
- 38. City of Oxnard, *Northwest Community Specific Plan*, July 20, 1998.

**ATTACHMENT B
SITE PLAN**

ATTACHMENT C COMMENT LETTERS



Date Saved: 1/13/2014 10:23:22 AM

ATTACHMENT C
COMMENT LETTERS

March 14, 2014

City of Oxnard
Public Works Department
Daniel Rydberg, Capital Projects Manager
305 West Third Street
Oxnard, CA 93030

Subject: GREAT Program Recycled Water Distribution Phase 1B Pipeline

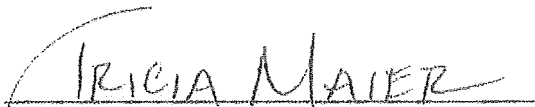
Dear Mr. Rydberg:

Thank you for the opportunity to review and comment on the subject document. Attached are the comments that we have received resulting from intra-county review of the subject document. Additional comments may have been sent directly to you by other County agencies.

Your proposed responses to these comments should be sent directly to the commenter, with a copy to Laura Hocking, Ventura County Planning Division, L#1740, 800 S. Victoria Avenue, Ventura, CA 93009.

If you have any questions regarding any of the comments, please contact the appropriate respondent. Overall questions may be directed to Laura Hocking at (805) 654-2443.

Sincerely,


Tricia Maier, Manager
Planning Programs Section

Attachments

County RMA Reference Number 14-003





**PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT
Traffic, Advance Planning & Permits Division
MEMORANDUM**

DATE: March 7, 2014

TO: RMA – Planning Division
Attention: Laura Hocking

FROM: Transportation Department *Ban*

**SUBJECT: REVIEW OF DOCUMENT 14-003 Notice of Intent (NOI) to Adopt Mitigated Negative Declaration (MND)
GREAT Program Recycled Water Distribution Phase 1B Pipeline
Construction of approximately 10½ miles of recycled water distribution mainline.
Lead Agency: City of Oxnard Public Works Department (city)**

Pursuant to your request, the Public Works Agency – Transportation Department has completed its review of the NOI/MND for the GREAT Program Recycled Water Distribution Phase 1B Pipeline Project.

The Phase 1B Pipeline segment will provide recycled water from the Advanced Water Purification Facility (AWPF) southwest of Hueneme Road and Edison Drive in the City of Oxnard to Houweling Nurseries, the Pleasant Valley County Water District, the United Water Conservation District, and future agricultural users along the distribution routes. The project will provide recycled water northeast of the AWPF in the unincorporated area. The project involves the construction of 4,030 LF of welded steel pipe and 51,340 LF of HDPE pipe (approximately 55,370 LF or 10.49 miles of pipe) in the following County-maintained roadways and waterways: Hueneme Road, Wood Road, Laguna Road, Las Posas Road, Nauman Road, and Revlon Slough. The pipeline will be installed using open cut and jack and bore methods. The pipeline will be placed in a 1,000-foot sleeve under the slough.

The Program EIR was reviewed and approved in May 2004. The Transportation Department previously provided comments for RMA No. 11-013, 10-017, and 03-002 dated June 20, 2011, June 23, 2010, April 1, 2004, and January 29, 2003.

We have the following comments:

1. We generally concur with the Transportation/Traffic Mitigation Measures T-1 to T-8 beginning on P. 6 of the MND dated February 21, 2014, for those areas under the purview of the Transportation Department.
2. An Encroachment Permit from the County of Ventura Transportation Department will be required for any work in the right-of-way of any County-maintained road.
 - The Transportation Department would like to review and approve the Traffic Management Plan for the project.

- The Transportation Department would like to review and comment on the Traffic Control Plan (TCP) and the Plans, Specification, and Estimate (PS&E) prior to advertising the project.
3. The City should be made aware that, according to Transportation Department policy, the City will be required to completely overlay any County-maintained road that has been overlaid in the past five years. The City should contact the Permits Division at (805) 654-2055 for more information.
 4. The Design and Construction (D&C) Division has some planned projects that should be coordinated with the planned pipeline project. It is recommended that the City contact Mr. Chris Hooke at (805) 654-2048 for more information.
 5. The City should be made aware of the following:
 - With regard to Hueneme Road, D&C has a planned resurfacing, shoulder widening, and bike lanes project for Hueneme Road east of Navalair Road.
 - With regard to Laguna Road, the roadway is listed as Priority #4 in the Pavement Plan. A 600-foot segment north of Hueneme Road was realigned and paved in 2008.
 - With regard to Las Posas Road, D&C has a planned resurfacing, shoulder widening, and bike lanes project for Las Posas Road north of Laguna Road.
 - With regard to Nauman Road, the roadway is listed as Priority #4 in the Pavement Plan.
 6. The City should require the contractor hired to perform the work to protect all pavement, curb, gutter, and sidewalk, berms, drainage facilities, and any other structures in the right-of-way of any County-maintained roadway from damage that may be caused by trucks and construction-related trips. Any damage to structures in the right-of-way of any County-maintained road should be repaired and/or replaced.
 7. The project would cause cumulative adverse traffic impacts to the County of Ventura Regional Road Network (RRN) that would be considered potentially significant. To address the cumulative adverse impacts of traffic on the RRN, the appropriate Traffic Impact Mitigation Fee (TIMF) should be paid to the County. The fee due to the County cannot be determined from the information provided in the NOI/MND. Please provide sufficient detail regarding trip generation (type of vehicles/equipment, number of trucks, number of construction workers, and the duration of project) so that the TIMF may be computed.

Our review is limited to the impacts this project may have on the County's Regional Road Network.

ec: Chris Hooke, Deputy Director, Design & Construction Division
Anitha Balan, Engineering Manager, Permits Division

T:\Transport\Planning\Land Development\Non_County\14-003.doc



VENTURA COUNTY WATERSHED PROTECTION DISTRICT
PLANNING AND REGULATORY DIVISION
800 South Victoria Avenue, Ventura, California 93009
Tom Wolfington, Permit Manager – (805) 654-2061

M E M O R A N D U M

DATE: March 13, 2014

TO: Laura Hocking, RMA/Planning Technician

FROM: Tom Wolfington, P.E., Permit Manager *SL*

SUBJECT: RMA 14-003 – NOI to Adopt Mitigated Negative Declaration
Recycled Water Distribution Phase 1B Pipeline Alignment: GREAT
Program Recycled Water Distribution Phase 1B Pipeline in the
Unincorporated Area of Ventura County Right-of-Way for Houweling
Nurseries, Pleasant Valley County Water District, and United Water
Conservation District

Revlon Channel, Revlon Slough, Las Posas Road Drain, and Mugu
Drain; Unincorporated Areas of Ventura County
Zones 2 & 3, Calleguas Creek Watershed

Pursuant to your request, this office has reviewed the subject Notice of Intent to Adopt a Mitigated Negative Declaration Public Draft dated February 21, 2014.

PROJECT LOCATION

According to the graphics shown on Attachment "B" Site Plan, the GREAT Program Recycled Water Distribution Phase 1B Pipeline segment is located in the unincorporated area of Ventura County and will utilize the right-of-way for Hueneme Road, Wood Road, Laguna Road, Las Posas Road, and Nauman Road. The alignment crosses Revlon Channel, Las Posas Road Drain, and Mugu Drain all of which are Ventura County Watershed Protection District (District) jurisdictional red line channels. It also crosses Revlon Slough which is a District owned facility.

PROJECT DESCRIPTION

The City of Camarillo is implementing the Groundwater Recovery Enhancement and Treatment (GREAT) Program which is a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a growing population. A major component of the GREAT Program is the Recycled Water Backbone System (RWBS) which includes a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users in the City and neighboring areas. The GREAT Program Recycled Water Distribution Phase 1B Pipeline segment is intended for water delivery to Houweling Nurseries, Pleasant Valley County Water District, and United Water Conservation District, and eventually to other agricultural users located along these roadways.

March 13, 2014

RMA 14-003 – NOI to Adopt Mitigated Negative Declaration: Recycled Water

Distribution Phase 1B Pipeline Alignment

Page 2 of 3

The total length of the alignment is approximately 55,370 feet, which includes 4,030 feet of welded steel pipe (WSP) and 51,340 feet of high density polyethylene (HDPE) pipe. The pipeline will be installed using conventional open cut, jack and bore (horizontal boring), and typical placement methods. Conventional open cut method involves installing pipe in an open trench with a typical width and depth ranging from 4 to 6 feet and 6 to 15 feet, respectively. Soil and debris from the trench excavation will be reused where possible but unsuitable material will be removed from the site. Pipe sections will be placed in the trench and covered using conventional equipment such as backhoes, side-broom cranes, compactors, and excavators.

During design of the project, field activities will include surveying, utilities potholing, geotechnical investigation, and proof testing. In addition to construction of the pipeline as described above, major field activities during construction of the project will also include surveying, traffic control, dewatering, relocating existing utilities as necessary, and restoring existing pavement and alignment as it is currently configured.

WATERSHED PROTECTION DISTRICT (DISTRICT) PROJECT COMMENTS:

1. The proposed project crosses a number of District jurisdictional red line channels and the Revlon Slough District facility. From an examination of Attachment "B" Site Plan (Page 45), the affected channels include Revlon Channel, Las Posas Road Drain, and Mugu Drain. Consequently, the Ventura County Watershed Protection District should be listed as an agency whose approval is required for Watercourse Permits along with the other agencies listed under Item 10 (Other agencies whose approval is required) of the City of Oxnard Initial Study Environmental Checklist Form (on Page 15).
2. The City of Oxnard is advised that any development activity including site grading that is proposed at any time in, on, over, under, or across Revlon Channel, Las Posas Road Drain, Mugu Drain, and Revlon Slough, will require Watercourse Permits from the District in accordance with Ventura County Watershed Protection District Ordinance WP-2. The District standard is that a project can not impair, divert, impede or alter the characteristics of the flow of water running in any jurisdictional red line channel.
3. In reviewing the proposed pipeline alignments and plans for channel crossings, the District typically requires tunneling, with sufficient vertical clearance below existing or proposed Flood Control channels and facilities, as opposed to the conventional open cut method. The tunneling bore pits are required to be set back sufficiently to avoid negative impacts on the District facilities.

March 13, 2014

RMA 14-003 – NOI to Adopt Mitigated Negative Declaration: Recycled Water

Distribution Phase 1B Pipeline Alignment

Page 3 of 3

4. Item H: Hydrology and Water Quality (Page 29) of the Mitigated Negative Declaration, as prepared by the Carollo Engineering and dated February 21, 2014 makes findings of "No Impact" for the following potential project impacts:

3. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site.*
4. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in substantial erosion or siltation on- or off-site.*

The District believes that the best management practices being proposed, including horizontal boring, should reduce potential environmental impacts to jurisdictional red line channels and facilities to "Less than Significant". The District requests that the environmental findings for #3 and #4 of Item H: Hydrology and Water Quality (Page 29) be amended to "Less than Significant".

END OF TEXT



County of Ventura
Public Works Agency
Integrated Waste Management Division
MEMORANDUM

Date: March 11, 2014

To: Daniel Rydberg
City of Oxnard Public Works Department

From: Derrick Wilson, Staff Services Manager
Integrated Waste Management Division

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration for the
GREAT Program Recycled Water Distribution Phase 1B Pipeline for
Houweling Nurseries, etc. RMA Reference No: 14-003

Lead Agcy: City of Oxnard Public Works Department
Contact: Daniel.Rydberg@ci.oxnard.ca.us

The Integrated Waste Management Division (IWMD) has reviewed the materials circulated by the Ventura County Resource Management Agency for this project and appreciates this opportunity to comment.

The IWMD requests the City of Oxnard's Public Works Department, Capitol Improvements Division, to comply, to the extent feasible, with the general requirements of Ventura County Ordinances #4445 (solid waste handling, disposal, waste reduction, and waste diversion) and #4421 (requirements for the diversion of construction and demolition debris from landfills by recycling, reuse, and salvage) to assist the County in its efforts to meet the requirements of Assembly Bill 939 (AB 939). AB 939 mandates all cities and counties in California to divert a minimum of 50% of their jurisdiction's solid waste from landfill disposal. Ordinances 4445 and 4421 may be reviewed in their entirety at www.wasteless.org/ord4445 and www.wasteless.org/ord4421.

Pursuant to IWMD review and responsibilities, the following contract specifications shall apply to this project:

Recyclable Construction Materials

Contract specifications for this project shall include a requirement that recyclable construction materials (e.g., metal, concrete, asphalt, rebar, wood) generated by the project, but not reused on-site, will be recycled at a permitted recycling facility. For a comprehensive list of permitted recyclers, haulers, and solid waste & recycling facilities in Ventura County, see: www.wasteless.org/construction&demolitionrecyclingresources.

Soil - Recycling & Reuse

Contract specifications for this project shall include a requirement that soil that is not reused on-site during the construction phase of the project will be transported to a permitted facility for recycling or reuse. Illegal disposal and landfilling of soil is prohibited. For a comprehensive list of permitted recyclers, haulers, and solid waste & recycling facilities in Ventura County, see: www.wasteless.org/construction&demolitionrecyclingresources.

Green Materials - Recycling & Reuse

The Contract Specifications for this project shall include a requirement that wood waste and vegetation removed during the construction phase of this project will be diverted from the landfill. This can be accomplished by on-site chipping and land-application at various project sites, or by transporting the materials to a permitted greenwaste facility in Ventura County. A complete list of permitted greenwaste facilities is located at: www.wasteless.org/greenwasterecyclingfacilities.

Report Quantifying Materials Diverted from Landfill Disposal by On-Site Reuse or Off-site Recycling

The contract specifications for this project shall include a requirement that all contractors working on the project submit a *Summary Table* to the IWMD at the conclusion of their work. The *Summary Table* must include the contractor's name, address, phone number, the project's name, the types of recyclable materials generated during the project (e.g., metal, concrete, asphalt, rebar, wood, soil, greenwaste) and the *approximate* weight of recyclable materials:

- Reused on-site, and/or
- Transported to permitted facilities for recycling and/or reuse.
- Please include the name, address, and phone number of the facilities where recyclable materials were transported for recycling or reuse in the *Summary Table*.

Receipts and/or documentation are required for each entry in the *Summary Table* to verify recycling and/or reuse occurred, and that recyclable metal, plastic, greenwaste, wood, soil, and/or sediment generated by this project was not landfilled.

Should you have any questions regarding this memo, please contact Pandee Leachman at 805/658-4315.

VENTURA COUNTY
AIR POLLUTION CONTROL DISTRICT
Memorandum

TO: Laura Hocking/Lori Gregory, Planning

DATE: March 10, 2014

FROM: Alicia Stratton

SUBJECT: Request for Review of Mitigated Negative Declaration for the GREAT Program Recycled Water Distribution Phase 1B Pipeline, City of Oxnard (Reference No. 14-003)

Air Pollution Control District staff has reviewed the subject mitigated negative declaration (MND), which is a proposal to implement the Groundwater Recovery Enhancement and Treatment Program. This program is a comprehensive water resources effort to increase local water supply reliability and to meet the needs of a fast-growing population. A major component of the GREAT Program is the Recycled Water Backbone System, which includes a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility to potential users in the City and neighboring areas. The project would deliver water to Houweling Nurseries, Pleasant Valley County Water District, and United Water Conservation District with a long term goal of serving other agricultural users along Hueneme Road, Wood Road, Laguna Road, Las Posas Road and Nauman Roads. The project will include 4,030 ft. of welded steel pipe and 51,340 ft. of high density polyethylene pipe, for a total of 55,370 ft. of new pipe. The Phase 1B Pipeline segment is located in the unincorporated area of Ventura County and will be constructed in the right-of-way for Hueneme Road, Wood Road, Laguna Road, Las Posas Road and Nauman Road in Oxnard.

Section C of the mitigated negative declaration addresses air quality. We concur with the findings of this discussion. Long-term, operational air quality impacts will not occur, however short-term, construction related air quality impacts will likely result from the earth moving and grading activities. Implementation of the Mitigation Measures described in Section AQ-1 through AQ-4 will reduce the short term air quality impacts and Best Management Practices contained in the project's Storm Water Pollution Prevention Plan will also control dust production from the project. No further air quality mitigation is necessary.

If you have any questions, please call me at (805) 645-1426.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ADOPTING FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
ADOPTING A MITIGATED NEGATIVE DECLARATION
REGARDING THE ONGOING IMPLEMENTATION OF PHASE 1
OF THE GROUNDWATER RECOVERY ENHANCEMENT AND
TREATMENT PROGRAM**

WHEREAS, the City currently receives water from a variety of sources, including, but not limited to, groundwater wells, local groundwater purchased by the City, and imported surface water; and

WHEREAS, approximately half of the City's current water demand is met by groundwater, while the other half is met by imported surface water; and

WHEREAS, limitations on both the City's local groundwater and imported water sources, plus the increased cost of imported water, prompted the City to conduct an advanced planning study of alternative water supply sources; and

WHEREAS, the City has determined that additional alternative water supply sources should be developed to continue meeting the City's goal of providing the community with a reliable and affordable source of high quality water; and

WHEREAS, as an element of meeting this objective, the City developed the Groundwater Recovery Enhancement and Treatment ("GREAT") Program. The GREAT Program combines wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination to provide regional water supply solutions to water users in the City; and

WHEREAS, the City certified the GREAT Program, Programmatic Environmental Impact Report (PEIR) pursuant to the California Environmental Quality Act (CEQA) in May 2004 (SCH #2003011045); and

WHEREAS, the City approved the construction of Phase 1 of the GREAT Program in September of 2004, pursuant to Council Resolution 12,707; and

WHEREAS, the City has constructed all the core components of the Phase 1 GREAT Program, so that the City is capable of producing 7,000 acre-feet per year ("AFY") of advanced treated recycled water ("RW"). These core facilities include the Advanced Water Purification Facility ("AWPF"), the groundwater desalter, and the in-City recycled water distribution pipeline; and

WHEREAS, the distribution pipeline and certain additional facilities must be constructed so that the City can make reasonable and beneficial use of the entire RW yield of the GREAT Program Phase 1 system; and

WHEREAS, in March 2014, the City circulated a mitigated negative declaration ("MND") that evaluates the potential environmental impacts associated with the construction of a backbone RW pipeline for delivery of RW to agricultural users in western Ventura County ("Project"). The Project involves the completion of the RW delivery pipeline extension along Hueneme, Wood, Nauman, Laguna and Las Posas Roads ("RW Pipeline"). The Project was considered in the PEIR and the MND updates the evaluation previously completed in the PEIR certified in 2004. The Project is also referred to as GREAT Program Phase 1 Pipeline Project.

WHEREAS, the MND evaluates the potential environmental impacts, and required mitigation, associated with the construction and use of the RW Pipeline; and

WHEREAS, the PEIR and the MND constitute a complete, accurate, adequate, and good faith effort at disclosure under CEQA, and reflect the independent judgment and analysis of the City; and

WHEREAS, the City has negotiated and intends to enter into an agreement to sell RW for commercial agricultural uses to entities located in western Ventura County, along the route of the RW Pipeline. The agreement is titled the "Full Advanced Treatment Recycled Water Management and Use Agreement" ("Agreement"); and

WHEREAS, the Agreement provides a framework for the City to use the RW Pipeline for delivery of RW to agricultural users subject to the Agreement and as analyzed in the PEIR and the MND; and

WHEREAS, the Fox Canyon Groundwater Management Agency adopted Resolution 2013-02, approving of the City's distribution of RW as contemplated in the Agreement, a management and monitoring program for the implementation of the Agreement, and a mechanism through which the City may obtain additional access to groundwater in exchange for distribution of RW to agricultural users; and

WHEREAS, the Agreement provides the City a mechanism to make reasonable and beneficial use of the entire yield of the current capacity of the GREAT Program, providing both financial benefits and enhanced water supply reliability to the City, and its residents and businesses.

NOW, THEREFORE, the City Council of the City of Oxnard finds and resolves as follows:

I. PROJECT DESCRIPTION.

The GREAT Program, Phase 1, as authorized, is fully described in the PEIR and Council Resolution 12,707. The constructed facilities include the AWPf, a groundwater desalter at city blending station #1, and the in-city RW distribution pipeline that is aligned along Ventura Road. The current RW production capacity is approximately 7,000 acre-feet per year.

The proposed RW Pipeline will include approximately 55,000 linear feet of pipeline extending from the city-limits eastward along Hueneme Road, Wood Road, Laguna Road, Nauman Road and Las Posas Road. The RW Pipeline may be connected into the Pleasant Valley County Water District distribution system, the United Water Conservation District's Pumping Trough Pipeline distribution system, and to the irrigation systems of a number of individual commercial farming entities located along the RW Pipeline alignment.

II. FINDINGS PURSUANT TO PUBLIC RESOURCES CODE SECTION 21801 AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15090 AND 15091, AND ADOPTION OF MND AND MITIGATION MONITORING AND REPORTING PLAN.

A. Consideration Of The Programmatic Environmental Impact Report: The PEIR, SCH# 2003011045, dated May 2004, was presented to both the City Planning Commission and the City Council, and was reviewed and considered by all the voting members. After review, consideration of testimony, both written and oral, the PEIR was certified and adopted, and Phase 1 of the GREAT Program was approved and has been implemented over time as described herein. The PEIR reflects the independent judgment of the City and is adequate for the GREAT Program Project as analyzed in the PEIR.

B. Consideration Of The MND: The MND, dated March 2014, was presented to the City Council, and was reviewed and considered by all the voting members. After review, consideration of testimony, both written and oral, the MND is hereby certified and adopted, and the RW Pipeline Project described therein is approved for implementation subject to the City Council's further approvals as may be required. The MND reflects the independent judgment of the City and is adequate for the Project described therein.

C. Full Disclosure. The City Council finds that the MND constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA. The City Council further finds that the MND has been completed in compliance with CEQA.

D. Location of Record of Proceedings. The MND and other materials that constitute the record of proceedings upon which this decision is based are in the custody of the Planning and Environmental Services Manager, City Planning and Environmental Services, 214 South C Street, Oxnard, California 93030. This information is provided in

compliance with Public Resources Code Section 21081.6(a)(2) and 14 Cal.Code Regs. Section 15091(e).

E. The PEIR and the MND. The PEIR was prepared as a Programmatic EIR pursuant to CEQA Guidelines Section 15168. The City relies upon the PEIR as the environmental document for the physical components identified in Phase 1 of the GREAT Program Project. The MND covers and includes certain components of the Phase 1 GREAT Program and the MND is provided as an updated evaluation of the potential environmental impacts of the Project described in the MND.

F. Indirect Environmental Impacts. CEQA requires analysis not only of potential direct or primary impacts, but also of potential indirect or secondary effects that may be caused by a proposed project and, although later in time or further removed in distance, may be reasonably foreseeable. In light of these principles, the PEIR and the MND considered the potential indirect effects arising from the GREAT Program Phase 1 Project and Pipeline Project and from the cumulative development that may occur concurrently with or subsequent to those Projects.

G. Findings That Certain Impacts Are Insignificant Or Mitigated To In-significance By Conditions Of Approval: The MND identifies several areas of insignificant impact consistent with Public Resource Code Section 21100 and State CEQA Guidelines Section 15128. The MND also identifies areas where the Project is considered to cause or contribute to potentially significant, but mitigable, environmental impacts consistent with State CEQA Guidelines Section 15091(a)(1). The MND recommends measures that mitigate these significant impacts to less than significant levels, and the Project as approved by the City Council incorporates these mitigation measures as changes to the Project. The City Council's approval of the Project is conditioned upon the inclusion of these measures. These impacts and the relevant mitigation measure(s) are discussed below, along with the appropriate findings under State CEQA Guidelines Section 15091.

1. Cultural Resources: Based on the proposed location of Project elements, avoidance of potentially significant cultural resources is not expected to result in any significant revisions to the Project. This is particularly accurate given that the Project will be located along and immediately adjacent to public right-of-ways. However, as with any project where soil is moved, there is always a possibility of discovering cultural resources. Monitoring will be required as indicated in the MND due to the possibility of encountering subsurface cultural materials. To avoid or reduce any potential impacts to a level of insignificance, the MND includes mitigation, including but not limited to the following:

Pre-construction records surveys along the Project route indicate that there are no previously recorded prehistoric cultural resources within or along the researched area. As a standard condition of Project implementation, if cultural resources are encountered, all work shall halt until the resource can be evaluated by a qualified archaeologist. Upon discovery of human remains, there shall be no further excavation or disturbance of the

site or any reasonably nearby area suspected to overlie adjacent human remains until conditions specified in the MND are met. The City Council finds that these mitigation measures mitigate the Cultural Resources impacts identified in the MND to a less than significant level.

2. Biological Resources: The entire Project RW Pipeline route is contained within or immediately adjacent to public right-of-ways. However, the MND has identified the potential for construction-related surface run-off impacts to Revlon Slough or into storm drains. Impacts related to potential surface run-off to any biological resources can be minimized and mitigated through implementation of all applicable construction Best Management Practices to prevent off-site transport of sediment, and other related equipment fueling practices as described in the MND. The City Council finds that these mitigation measures mitigate the Biological Resources impacts identified in the MND to a less than significant level.

3. Air Quality: The MND indicates that the proposed Project would result in temporary, short term impacts to air quality as a result of grading and other construction activities associated with earth-moving and heavy equipment operations. Operation emissions associated with the Project would not exceed federal, state or local standards and would be less than significant. The MND proposes certain mitigation measures, including, but not limited to, fugitive dust control measures, equipment emission control measures, Best Management Practices and compliance with APCD permitting requirements. The City Council finds that these mitigation measures mitigate the Air Quality impacts identified in the MND to a less than significant level.

4. Traffic and Transportation: The MND indicates that Project construction would add traffic to state routes and local roadways. Although construction-related traffic increases and delivery of potentially hazardous materials along prearranged routes in compliance with all applicable laws and regulations would not result in significant impacts, temporary lane closures during construction may have a significant impact on roadway capacity, public transit, and pedestrian/bicycle facilities.

The MND proposes certain mitigation measures, including, but not limited to: preparation of a construction traffic management plan (TMP) addressing, road closure detours and timing, timing of heavy equipment and building material deliveries, signing, lighting, and traffic control device placement, establishing work hours outside the peak traffic periods, or suggesting alternate travel routes for construction traffic. The City Council finds that these mitigation measures mitigate the Traffic and Transportation impacts identified in the MND to a less than significant level.

5. Noise: The MND identifies temporary noise impacts that could affect the area immediately surrounding active construction areas. The MND proposes certain mitigation measures, including, but not limited to: outfitting drill rigs, air compressors, blowers, pumps, and other associated equipment to meet local noise requirements; using temporary noise barriers consisting of acoustical curtains around the perimeter of the work areas located near sensitive receivers; confining nighttime con-

struction activities to areas located at least 0.25-mile or greater from residential areas; and confining construction in residential areas to daytime hours. The City Council finds that these mitigation measures mitigate the Noise impacts identified in the MND to a less than significant level.

6. Public Services and Utilities: The MND only identifies short-term minimal potential impacts to public services and utilities during the construction phase of the Project as a result of traffic related impacts on police protection and public service response times. With the implementation of the TMP, the City Council finds that these mitigation measures mitigate the Public Services and Utilities impacts identified in the MND to a less than significant level.

H. Findings Regarding Cumulative Effects. The MND identified potential short-term cumulative effects from the construction of the Project. In particular the MND identified the potential to impact cultural and paleontological resources, biological resources, traffic and transportation, air quality, noise, and public services and utilities. Without exception, the MND identifies measures to mitigate these potential impacts to a less-than-significant level.

I. Mitigation Monitoring and Reporting Plan. Public Resources Code Section 21081.6 requires the City to adopt a reporting or monitoring program for the changes to the Project that it has adopted or made a condition of approval to mitigate or avoid significant effects on the environment. The approved Project description and conditions of approval, with their corresponding permit monitoring requirements, are hereby adopted as the monitoring program for this Project. The monitoring program is designed to ensure compliance during Project implementation. Various departments of the City of Oxnard monitor the policies and implementation measures of the Project. Reporting will be done through annual review by the City Council, through reporting from the Utilities Department Director.

J. Notice of Determination. Pursuant to Public Resources Code Section 21152, the City Council directs staff to file a Notice of Determination with the County Clerk, County of Ventura and the State Clearinghouse.

III. LOCAL COASTAL PLAN FINDINGS.

The Project has been prepared and will be implemented in full conformity with Division 20 of the Public Resources Code. The Project conforms to Chapter 3 of the Coastal Act and prevents uses harmful to the State's coastal resources. The Project is in conformity with the City's certified local coastal plan.

IV. GENERAL PLAN FINDINGS.

Implementation of the Project will be in conformity with the City's General Plan and applicable Zoning Ordinance provisions.

V. ADOPTION OF MND.

The City Council hereby adopts the MND, inclusive of all mitigation and monitoring as provided in the MND and herein.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

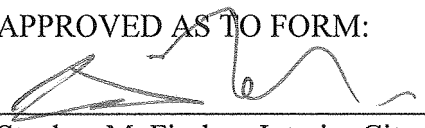
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 2, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Commission Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Ashley Golden, Acting Planning and Environmental Services Manager; Kymberly Horner, Interim Redevelopment Services Manager and Daniel Rydberg, Interim Utilities Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Salvador Sanchez, former Mayor/Councilperson.

E. CEREMONIAL CALENDAR

1. SUBJECT: Motion That the Regular Order of Business be Suspended Until After the Installation of Newly Elected City Officials.
ACTION: Moved to suspend regular order of business (Ramirez/MacDonald) unanimously.
2. SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 4, 2014. (001)
RECOMMENDATION: Adopt **Resolution No. 14,703** stating the results of the canvass of the returns for the general municipal election held on November 4, 2014.
DISCUSSION: The City Clerk reported the results of the November 4, 2014 election.
ACTION: Moved to approve. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.
3. SUBJECT: City Clerk Administers Oath of Office to Tim Flynn, Mayor; Carmen Ramirez, Councilmember and Bert Perello, Councilmember.
ACTION: The City Clerk administered the oath to Tim Flynn, Mayor; Carmen Ramirez, Councilmember and Bert Perello, Councilmember.

4. SUBJECT: Mayor and Councilmembers are installed. Remarks by Mayor and Councilmembers.
DISCUSSION: Comments were received from all members of the Council.
5. SUBJECT: Selection by Mayor Flynn of Mayor Pro Tem.
ACTION: Mayor Flynn selected Councilperson Carmen Ramirez as Mayor Pro Tem.
6. SUBJECT: Opportunity for Comments on the Installation of City Officials by Members of the Public.
DISCUSSION: Public comments were received from: Larry Stein; Maricela Alatorre and Larry Barbarine.

RECESS

At 6:35 p.m., the City Council recessed and at 7:07 p.m., the City Council reconvened.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Harold Ceja; Joseph Contaoi; Larry Stein; Steve Fleischer; Steve Huber; Roger Poirier; Maricela Alatorre; Dan Pinedo; Jim Lavery; Robert Franks; Gary Blum; Pat Brown; Steve Nash and Juan Delgado.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

1. SUBJECT: Planning and Zoning Permit Nos. 13-681-01 (Historical Landmark No. 173) and 13-680-01 (Mills Act Contract), McColm Manor Apartments, 534-542 South F Street. Filed by Armando J. Berriz and Catherine T. Berriz. (005)
RECOMMENDATION: 1) Adopt **Resolution No. 14,704** upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as McColm Manor Apartments, located at 534-542 South F Street, as Ventura County Historical Landmark No. 173; and 2) Approve and authorize the Mayor to execute a Mills Act Contract with Armando J. Berriz and Catherine T. Berriz (A-7731) to maintain and preserve a historic property located at 534-542 South F Street (Historical Landmark No. 173) for the benefit of reduction in property taxes.
DISCUSSION: The Development Services Director commented on the historical housing process.

Mr. Berriz stated his intend to restore the building.

The Interim City Attorney reviewed the option of the City Council under the Mill Act.

ACTION: Close the public hearing (Ramirez/Perello) approved unanimously. Move to approve as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

I. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSCity Attorney Department1. SUBJECT: Randolph Debt Forgiveness Request. (039)

RECOMMENDATION: Consider the request of Ms. Tracy Randolph for debt forgiveness and adopt a resolution denying Ms. Randolph's request.

DISCUSSION: The Interim City Attorney commented on the conditions of receiving the loan, original loan amount, fees and interest.

Ms. Randolph presented her request to the Council to forgive her small business loan.

The City Council discussed the need to collect the original loan amount, possibility of forgiving fees and interest amounts and efforts by the City Attorney Office to renegotiate the debt.

ACTION: The Council provided directions to City Attorney Office to renegotiate the debt amount including repayment of the principal.

L. REPORT OF CITY MANAGER

The City Manager commented on: the agenda process; the retirement of Karen Burnham, Assistant City Manager and employee survey input.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Interim Redevelopment Services Manager reviewed the actions of Oversight Board to the Oxnard Community Development Commission Successor Agency and that a "State" information link will be place on the City's web site.

Public comments were received from: Pat Brown; George Miller and Daniel Lechlitter.

The City Manager commented on the hiring of a company to evaluate the sale of former Redevelopment properties.

The City Council discussed several issues including: the information sent to Sacramento; the process to capture any project funds of the former Redevelopment Agency and the sale of former Redevelopment properties.

At 9:06 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

ACTION: Received report and provided comments.

At 9:14 p.m., Mayor Flynn was present and presided.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONCOMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:44 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The City Council commented on various issues including: St. Francis Warming Shelter; develop an anti-domestic violence program; dog vaccination program; Housing program; Life Guard program; meeting with Peter Brown regarding Homelessness solutions; appointments of CAG positions; positive Police "interaction" meetings and Santa Clara Waste Water (monitoring of Anterra violations) incident.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim Utilities Director (S-2); and General Services Manager (S-2(f) and (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-3); Roger Poirier (S-3); Margot Palaecos (S-3); and Steve Fleischer (S-3).

S. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Westport Easement. (051)
RECOMMENDATION: Approve and Authorize the Mayor to sign a Grant of Easement for maintenance by the Westport at Mandalay Bay Owners Association of the Fountain and Monuments on Tradewinds and Chesapeake Drives.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (077)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Housing Department

4. SUBJECT: Procurement of Services related to Community Development Block Grant (C.D.B.G) Program Administration. (085)
RECOMMENDATION: Adopt **Resolution No. 14,706** clarifying that procurement of certain trade and professional services utilizing federal Community Development Block Grant (C.D.B.G.) funds are classified as eligible program administration costs pursuant to 24 CFR 570.206.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Flynn/Ramirez)
Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

At 10:29 p.m., Councilman MacDonald left the meeting.

General Services

3. SUBJECT: Authorize Approval to Execute an Agreement with the California Department of Housing and Community Development (HCD) for Housing Related Parks Program Grant Funds. (081)
RECOMMENDATION: Adopt **Resolution No. 14,705** authorizing: 1) The City Manager to execute a Standard Agreement with HCD for the Housing Related Parks (HRP) Program grant funds totaling \$956,700 to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines; 2) The Finance Director to appropriate the funds and perform required financial actions in accordance with the parameters of the grant application; and 3) The General Services Department or designee to submit non-financial reports to HCD.*
DISCUSSION: The General Services Manager reviewed the planning process, options to City Council to spend grant funds in four parks and schedule to spend grant funds.

The City Council discussed funding conditions placed on the grant funds, time schedule to spend funds and community input.

ACTION: Approved as recommended with condition that staff return to Council to discuss Campus Park issues. (Flynn/Ramirez) Ayes: Perello, Flynn and Ramirez. Noes: Padilla.
Absent: MacDonald.

T. ADJOURNMENT

At 10:34 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Special Meeting
November 25, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Scott Whitney, Assistant Police Chief; Carrie Sabatini, Interim Housing Director; Grace Magistrale-Hoffman, Deputy City Manager; Daniel Rydberg, Interim Utilities Director; Martin Erickson, Deputy City Manager; Karl Lawson, Compliance Services Manager and Kymberly Horner, Interim Redevelopment Services Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

M. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS

Development Services Department

1. SUBJECT: "One Stop" Permit Center Update. (017)

RECOMMENDATION: Receive a report on the initial results of the permit/process business tax certificate community and focus group meetings.

DISCUSSION: Comments were received from Suzanne Quitoriano.

ACTION: The City Council concurred to remove from agenda.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: State Controller Financial Transactions Report. (001)

RECOMMENDATION: Receive the State Controller Financial Transactions Report per sections 53891 and 53893 of the Government Code.

DISCUSSION: The Chief Financial Officer briefly explained that this process was required by State Controller Office which included "accrued leave" information.

Public comments were received from: Jim Lavery and Dan Pinedo.

The City Council questioned if the “accrued leave” data was part of the report.

The City Manager reported that information regarding “accrued leave” issues would be presented to the Council.

ACTION: Received State Controller Financial Transactions Report. (MacDonald/Ramirez).
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Housing Department

1. SUBJECT: Verbal Report on the Completion of the Vista Urbana Housing Project.

RECOMMENDATION: Receive and Consider Report.

DISCUSSION: The Compliance Services Manager reviewed the housing project including assisting homebuyers, the appraisal process within the Riverpark community and conditions placed on the affordable housing project.

At 6:43 p.m. Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 6:50 p.m., Mayor Flynn returned to the meeting and presided.

Public comments were received from: Cassandra Lopez; Gloria Valencia; Francine Castanon; Larry Stein; Daniel Lechlitter and William Terry.

The Interim Redevelopment Services Manager discussed the HERO Assistance Program in the Riverpark community and other areas of the City.

The Council discussed: the desire for home ownership; property values of the neighborhood and the appraisal of properties in the Riverpark community.

ACTION: The City Council provided comments and directions to staff.

Utilities Department

2. SUBJECT: Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service. (003)

RECOMMENDATION: 1) Receive a report on the Utilities Department and approve a **Resolution No. 14,701** amending Resolution Number 14,667, authorizing regular full-time positions and the creation of new full-time positions in the City Service; and 2) Authorize the City Manager to make the necessary budgetary adjustments.

DISCUSSION: The Interim Utilities Director and Steve McDonald, Carollo Engineers, reviewed several issues including: future “development” vision; assessment of assets; analysis of needs; financial funding and rate structure.

Public comments were received from: Joseph Contaoi; Larry Stein; Dan Pinedo; William Terry; Sandra Sudac; Lupe Anguiano and Steve Nash.

The City Manager commented that proposed costs were “cost” neutral; results of the consultant plan and future reviews of proposed salaries.

The Council discussed several issues including funding of personnel costs; possible internship program; maintenance of infrastructure and having to review period.

ACTION: Approved as recommended with periodic updates. (MacDonald/Ramirez). Ayes: MacDonald, Padilla, Flynn and Ramirez. Noes: Perello (due to “concern of the finances” and many questions.)

L. REPORT OF CITY MANAGER

The City Manager commented on recent Ormond Beach improvements.

M. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS

The Council discussed: attending National Conference of Cities (use of “Open Gov” software); discussion of crime in City and reward program; Anterra site; information from Southern California Edison regarding the possible site of a Power Plant on the beach.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Development Services Director and Interim Utilities Director (S-1); Interim Utilities Director (S-3); and Ann Shepherd, Naval Base (S-4).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Joseph Contaoi (S-3); Nancy Pedersen (S-4); Pat Brown (S-4); Dan Pinedo (S-4) and Steve Nash (S-1) and S-(4).

S. INFORMATION/CONSENT AGENDA

Development Services Department

1. SUBJECT: Oxnard Boulevard Intelligent Transportation System (ITS) Extension. (027)
RECOMMENDATION: 1) Adopt Project Specification No. DS 15-04 for extending the ITS Project to include Oxnard Boulevard and to connect various Water facilities throughout the City; and 2) Approve a budget appropriation for the Oxnard Boulevard ITS Project including \$500,000 received from the California Department of Transportation (Caltrans) for relinquishing Oxnard Boulevard, transferring \$250,000 of Circulation System Improvement Funds (CSIF) from the ITS Project, and appropriating \$271,575 from the Water Enterprise Fund Balance (WEFB) for the connection of various water facilities into the City’s fiber optic backbone.

Fire Department

2. SUBJECT: Authorization to Submit an Application to the Federal Emergency Management Agency for \$40,250 in Assistance to Firefighters Grants Program (AFG) Funds. (031)
RECOMMENDATION: Adopt **Resolution No. 14,702** authorizing: 1) The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) AFG program in the amount of \$40,250; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Utilities Department

3. SUBJECT: First Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization. (035)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to the Agreement with Carollo Engineers, Inc., (A-7668) for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization, in the amount of \$1,758,615, to bring the total amount to \$4,606,116, for the provision of Phase 2 services; and 2) Approve appropriations of \$102,958 from Water Operating Fund 601 Fund Balance; \$170,000 from Water Resource Fee 606 Fund Balance; \$141,873 from Wastewater Collection Fund 611 Fund Balance and \$416,949 from Wastewater Treatment Fund 621 Fund Balance for a total of \$831,780.
4. SUBJECT: Second Amendment to Agreement between the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard. (055)
RECOMMENDATION: Approve joining the Encroachment Protection Agreement and authorize the Mayor to execute a Second Amendment with the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard (A-7734).

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.
(Ramirez/MacDonald) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

T. ADJOURNMENT

At 9:59 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Special Meeting
December 3, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the special meeting of the Oxnard City Council convened in the Oxnard Human Resources Activity Room, 300 West Third Street. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Monday at the City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENT

Public comments were received from: Joseph Contaoi and Chuck Bauman.

C. CLOSED SESSION

At 6:18 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of labor negotiations and to provide instructions to the City's negotiators, Greg Nyhoff, City Manager; Dania Torres Wong and Burke Dunphy, City's labor attorneys regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees (Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association. Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Department Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (Confidential Mid-Managers); and Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

At 9:21 p.m., the City Council reconvened.

D. ADJOURNMENT

At 9:21 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. 5-2Reviewed By: City Manager M City Attorney JB Finance JC Other (Specify) _____**DATE:** December 31, 2014**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 01/13/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	City Manager Martin Erickson 385-7870	Michael J. Arnold and Associates Agreement No. 6981-14-CM	Vendor to provide State Legislative Advocate Services Legislative advocate to provide professional State legislative advocacy and governmental affairs services on behalf of the City of Oxnard to all departments of the City, particularly concerning Ormond Beach restoration activities, transportation funding, and infrastructure funding projects. The City agrees to pay Consultant in an amount not to exceed \$4,000 per month (\$48,000 per year). This is the first year of the three year agreement. The full value of the three year agreement will be \$144,000. Total Contract Amount: \$144,000 FundingSource: General Fund/ Enterprise Fund	\$144,000
B	Original Agreement	City Manager Martin Erickson 385-7870	HROD, Inc., John R. O'Donnell Agreement No. 6980-14-CM	Vendor to provide Federal Legislative Advocate Services Legislative advocate to provide professional Federal legislative advocacy and governmental affairs services on behalf of the City of Oxnard to all City departments, particularly concerning public safety, Halaco remediation activities, and infrastructure funding projects. The City agrees to pay Consultant in an amount not to exceed \$5,416.00 per month (\$64,992 per year). This is the first year of the three year agreement. The full value of the three year agreement will be \$194,976. Total Contract Amount: \$194,676 FundingSource: General Fund/Enterprise Funds	\$194,676
C	Original Agreement	Housing Authority Deborah Jones 385-8251	City of Oxnard Affordable Housing Program Agreement No. 6534-14-HO	Housing Authority Office Lease Requesting approval of a three year lease of office spaces by the City's Affordable Housing Program at 435 South D Street at the monthly rate of \$1,481.00. The Affordable Housing Program has leased the premises (known as Rooms 109,110,111, 112 and 117) since January 2001. Total Contract Amount: \$53,316 FundingSource: CDBG	\$53,316

ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 01/13/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Amendment	Development Services Jason Samonte	Iteris Inc Agreement No. 6422-13-DS	Oxnard ITS Operations and Maintenance Contract The existing Agreement is to provide support and maintenance for the Intelligent Transportation System (ITS) through 2017. Given that Iteris, Inc. master planned, designed and integrated the City's existing ITS, it is prudent and cost effective to utilize Iteris for continued operations and maintenance of the ITS. A sole source selection is justified in these circumstances. Total Contract Amount: \$200,000 FundingSource: Circulation System Improvement Fund, Measure O	\$100,000
		385-7872	Amendment 1		
E	Purchase Order	Police Andrew Salinas	Tri-County Office Furniture Purchase Order No. 1897	Work Stations and Office Furniture for Records Unit of Police Department To replace old and damaged furniture in the Records Unit of the Police Department. The current furniture has been used for over 15 years and is in total disrepair. GSA pricing and preferred vendor for the City of Oxnard. The Department is also acknowledging and piggybacking on an acceptance agreement which outlines a contract reward between Herman Miller Inc. and the County of Fairfax, VA. Tri-County Office Furniture is a recognized vendor for Herman Miller, Inc. Total Contract Amount: \$43,070 FundingSource: State COPS Grant	\$43,070
		385-7756			

ATTACHMENT #1
PAGE 2 OF 2



Meeting Date: 01 / 13 / 2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Matthew G. Winegar *MGW*

Agenda Item No. 5-3

Reviewed By: City Manager *JM*

City Attorney *JOB*

Finance *QCL*

Other (Specify) _____

DATE: December 18, 2014

TO: City Council

FROM: Matthew G. Winegar, Development Services Director
Development Services Department

Ashley Jordan

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund

RECOMMENDATION

That City Council:

1. Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists.
2. Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.

DISCUSSION

The Cultural Arts Committee (CAC) recommends the appropriation of \$150,000 from the Public Art Fund to be allocated to various Oxnard-based arts organizations and artists in the form of grants to support ongoing operations and cultural activities and encourage local artist development through the 2015 Cultural Arts Grant Program. A Request for Proposal (RFP) will establish the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. Review panels will be established to review the grant applications and make recommendations to the CAC. The City Council will award the individual grants.

FINANCIAL IMPACT

Funds in the amount of \$150,000 are available from the Arts in Public Places Trust Fund.

MGW/djo

Attachment #1 - Special Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Matthew Winegar

Date: December 11, 2014
Phone: ext. 7868

Reason for Appropriation:

To appropriate fund balance of Public Art Funds in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists

Accounts and Descriptions

AMOUNT

Fund: **547 - ART IN PUBLIC PLACE TRUST**

Expenditures/Transfers Out

547-4270-804.84-79	ONE TIME MISCELLANEOUS EXPENSE	<u>150,000</u>
	Sub-total Expenditures	<u>150,000</u>
	Net Change to Fund Balance	<u>(150,000)</u>
	Net Appropriation Change	<u>150,000</u>

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 1 /13 /15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Brad Windsor, Assistant Fire Chief

Agenda Item No. 5-4

Reviewed By: City Manager

City Attorney

Finance

Police Chief

DATE: December 30, 2014**TO:** City Council**FROM:** James A. Williams, Fire Chief
Fire Department**SUBJECT:** Recognize and Appropriate Grant Revenues for the 2014 State Homeland Security Grants Awards**RECOMMENDATION**

That City Council:

1. Recognize \$217,650 in grant revenue from the State Homeland Security Grants Program (SHSGP).
2. Approve budget appropriations in the amounts of \$75,000 to Regional Urban Search and Rescue (USAR) Equipment, \$20,000 to Regional Listos training, \$75,000 to Regional Hazmat Task Force, \$38,650 to Emergency Operations Center (EOC) Maintenance, and \$9,000 to Oxnard Fire CERT Training.

DISCUSSION

The Ventura County Office of Emergency Services applied for and received a grant of \$931,600 from the 2014 State Homeland Security Grant Program. The City of Oxnard has been awarded \$217,650 for five (5) sub-grants from the SHSGP approving body as follows:

- Regional Urban Search and Rescue (USAR) Equipment in the amount of \$75,000. This is a regional grant for Ventura County Fire Protection District, Ventura City Fire Department and the Oxnard Fire Department. The funds are to provide equipment and training for the regional USAR response team. The Oxnard Fire Department was selected as the lead agency for this sub-grant.
- Regional Hazmat Task Force in the amount of \$75,000. This is a regional grant for Ventura County Fire Protection District, Ventura City Fire Department and the Oxnard Fire Department. The funds are to provide training to personnel for the regional hazardous materials response team. The Oxnard Fire Department was selected as the lead agency for this sub-grant.

- Regional Listos training in the amount of \$20,000. This is a regional grant for Ventura County, the City of Ventura, the City of Port Hueneme and the City of Oxnard. The funds will provide for 12 hour courses in basic disaster preparedness for the Spanish speaking community. The Listos curriculum is based on the Federal Emergency Management Agency's Community Emergency Response Team (CERT) training and is intended to serve as a stepping-stone to CERT. The City of Oxnard was selected as the lead agency for this sub-grant. The award will provide for approximately 6 classes.
- Emergency Operations Center (EOC) Maintenance in the amount of \$38,650. This is an award to provide maintenance and upgrades to the existing equipment in the City of Oxnard's primary and secondary Emergency Operations Centers.
- Oxnard Fire CERT Training in the amount of \$9,000. This is an award to provide Certified Training to Firefighters.

FINANCIAL IMPACT

Approval of this recommendation will recognize and appropriate grant revenues to five sub-grants. Matching funds are not required.

Attachment #1 - Sub-Grantee Awards
Attachment #2 - Budget Appropriations



VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
Sheriff
- GARY PENTIS
Assistant Sheriff
- STEVE DE CESARI
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Thursday, December 18, 2014

City of Oxnard Fire Department
James Williams
360 W. Second Street
Oxnard, CA 93030

REVISED NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Homeland Security Grant Program

CFDA #: 97.073 Tracking #: 14-HSGP-7

Project: Regional USAR Equipment

EHP Required: Yes

Performance Period: September, 1 2014 - December 31, 2015

Dear Chief Williams:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Homeland Security Grant Program application in the amount of \$931,660. Your organization has been awarded \$75,000 to complete the project you submitted titled "Regional USAR Equipment."

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2014 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than December 31, 2015. If you have questions pertaining to this grant please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Alex Hamilton

☐ SPECIAL SERVICES

5177 Camino Ruiz
Camarillo, CA 93012
(805) 383-8791 Fax (805) 389-6549

☐ PATROL SERVICES

2101 East Olsen Road
Thousand Oaks, CA 91360
(805) 494-8260 FAX (805) 494-8295

☐ DETENTION SERVICES

800 South Victoria Avenue #3300
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(805) 654-2305 FAX (805) 654-3500

☐ SUPPORT SERVICES

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(805) 654-5134 FAX (805) 677-8715



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Thursday, December 18, 2014

City of Oxnard Fire Department
James Williams
360 W. Second Street
Oxnard, CA 93030

REVISED NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Homeland Security Grant Program

CFDA #: 97.073 Tracking #: 14-HSGP-3

Project: Regional Listos Training

EHP Required: Yes

Performance Period: September, 1 2014 - December 31, 2015

Dear Chief Williams:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Homeland Security Grant Program application in the amount of \$931,660. Your organization has been awarded \$20,000 to complete the project you submitted titled "Regional Listos Training."

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2014 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than December 31, 2015. If you have questions pertaining to this grant please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Alex Hamilton

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Thursday, December 18, 2014

City of Oxnard Fire Department
James Williams
360 W. Second Street
Oxnard, CA 93030

REVISED NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Homeland Security Grant Program

CFDA #: 97.073 Tracking #: 14-HSGP-5

Project: Regional Hazmat Task Force

EHP Required: Yes

Performance Period: September, 1 2014 - December 31, 2015

Dear Chief Williams:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Homeland Security Grant Program application in the amount of \$931,660. Your organization has been awarded \$75,000 to complete the project you submitted titled "Regional Hazmat Task Force."

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2014 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than December 31, 2015. If you have questions pertaining to this grant please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Alex Hamilton

☐ SPECIAL SERVICES

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VENTURA COUNTY SHERIFF'S OFFICE

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Thursday, December 18, 2014

City of Oxnard Fire Department
James Williams
360 W. Second Street
Oxnard, CA 93030

REVISED NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Homeland Security Grant Program

CFDA #: 97.073 Tracking #: 14-HSGP-11b

Project: EOC Maintenance - Oxnard

EHP Required: Yes

Performance Period: September, 1 2014 - December 31, 2015

Dear Chief Williams:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Homeland Security Grant Program application in the amount of \$931,660. Your organization has been awarded \$38,650.66 to complete the project you submitted titled "EOC Maintenance - Oxnard."

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2014 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than December 31, 2015. If you have questions pertaining to this grant please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ SPECIAL SERVICES

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Camarillo, CA 93012
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Thousand Oaks, CA 91360
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VENTURA COUNTY SHERIFF'S OFFICE

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800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Thursday, December 18, 2014

City of Oxnard Fire Department
James Williams
360 W. Second Street
Oxnard, CA 93030

REVISED NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Homeland Security Grant Program

CFDA #: 97.073 Tracking #: 14-HSGP-22

Project: Oxnard Fire - CERT Training

EHP Required: Yes

Performance Period: September, 1 2014 - December 31, 2015

Dear Chief Williams:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Homeland Security Grant Program application in the amount of \$931,660. Your organization has been awarded \$9,000 to complete the project you submitted titled "Oxnard Fire - CERT Training."

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2014 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than December 31, 2015. If you have questions pertaining to this grant please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ SPECIAL SERVICES

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REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: James Williams

Date: January 13, 2015

Phone: _____

Reason for Appropriation:

To recognize and appropriate FY14-15 State Homeland Security Grant to four sub-grants in amount of \$75,000 to Regional Urban Search and Rescue (USAR) Equipment, \$20,000 to Regional Listos training, \$75,000 to Regional Hazmat Task Force, \$38,650 to Emergency Operations Center (EOC) Maintenance, and \$9,000 to OXNARD Fire CERT Training.

Accounts and Descriptions

AMOUNT

Fund: **HOMELAND SECURITY GRANT (238)**

Revenues/Transfers In

HOMELAND SECURITY GRANT PROGRAM

238-2221-531.72-31	FEDERAL & STATE SOURCES/STATE GRANT REVENUES	217,650
	Sub-total Revenues	217,650

Expenditures/Transfers Out

HOMELAND SECURITY 2014 REGIONAL USAR EQUIPMENT (Project 772245)

238-2221-802.80-03	PERSONNEL SERVICES/OVERTIME	37,500
238-2221-802.81-34	MINOR EQP-SHOP/FIELD	37,500

HOMELAND SECURITY 2014 REGIONAL LISTOS TRAINING (Project 772246)

238-2221-802.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT	20,000
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HOMELAND SECURITY 2014 REGIONAL HAZMAT TASK FORCE (Project 772247)

238-2221-802.80-03	PERSONNEL SERVICES/OVERTIME	75,000
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HOMELAND SECURITY 2014 EMERGENCY OPERATIONS CENTER MAINT (Project 772248)

238-2221-802.81-34	MINOR EQP-SHOP/FIELD	38,650
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HOMELAND SECURITY 2014 OXNARD FIRE CERT TRAINING (Project 772249)

238-2221-802.83-43	MAINTENANCE,RENTALS,OTHER / TRAINING/WORKSHOP/MT.	9,000
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Sub-total Expenditures	217,650
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Net Change to Fund Balance	0
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Net Appropriation Change	217,650
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Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2

Page 1 of 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 1/13/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing
☐ Other _____	☐ Other Public Hearing

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. 5-5Reviewed By: City Manager *JM*City Attorney *RT*Finance *JC*

Other (Specify) _____

DATE: December 17, 2014**TO:** City Council**FROM:** James Williams, Fire Chief
Fire Department *James Williams***SUBJECT:** Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant**RECOMMENDATION**

That City Council:

1. Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and;
2. Authorize the Finance Director to appropriate grant award and perform all other required financial actions, and;
3. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

The 2014 EMPG is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare, mitigate, or recover from natural or man-made emergencies and disasters.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT).

FINANCIAL IMPACT

The reimbursable grant funding will be recognized in Account 217-2226-532-7231. The grant requires a match of \$47,824 which will be met from general funds approved in the FY 2014-2015 budget for the salary of the City's Disaster Preparedness Coordinator.

Attachment #1 - Grant Award Letter



VENTURA COUNTY SHERIFF'S OFFICE

- **GEOFF DEAN**
Sheriff
- **GARY PENTIS**
Assistant Sheriff
- **STEVE DE CESARI**
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Friday, December 12, 2014

City of Oxnard
Attn: Greg Nyhoff
300 W. Third Street
Oxnard, CA 93030

NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2014 Emergency Management Performance Grant

CFDA #: 97.042, **Grant #:** 2014-0070

Tracking #: 14 EMPG-O-1

EHP Required: No

Performance Period: July, 1 2014 - March 31, 2015

Dear Mr. Nyhoff:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Emergency Management Performance Grant application in the amount of \$301,694. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been allocated \$47,824.60.

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. All grant forms will be sent to your EMPG point of contact electronically. According to our records Susan Duenas is your jurisdiction's point of contact. If this is not accurate please notify our office as soon as possible.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than April 26, 2015. If you have questions pertaining to Emergency Management Performance Grant items please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ **SPECIAL SERVICES**

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Camarillo, CA 93012
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(805) 654-5134 FAX (805) 677-8715

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared by Karl Lawson *Karl Lawson*Agenda Item No. *S-6*Reviewed By: City Manager *SM* City Attorney *SMF* Finance *VC* Other (Specify) _____**DATE:** December 30, 2014**TO:** City Council**FROM:** Karl Lawson, Acting Interim Director *Karl Lawson*
Housing Department**SUBJECT:** Restructuring of Commission on Homelessness**RECOMMENDATION**

That City Council approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

DISCUSSION**A. Background**

The Commission on Homeless (COH) is one of several Citizen Advisory Groups (CAGs) created pursuant to Chapter 2 of the City Code. The powers and duties of the COH, which are set forth in Section 2-129 of the Code, include (a) Advising the City Council on all matters pertaining to homelessness in the City; (B) Serving as a liaison between the City Council and the community in matters related to homelessness issues; (C) Reviewing and evaluating programs, requests for homeless funds, and homeless services in the City; and (D) Recommending programs, strategies, and funding for preventing and reducing the incidence of homelessness in the City.

Section 2-125 (A) of the City Code states that the COH shall be composed of eleven members, and Section 2-128(B) states that "six members shall constitute a quorum for the transaction of [Commission] business." The Commissioners' terms of office are set by Section 2-126 of the Code, which provides that the Mayor shall appoint the members of the COH at the first meeting of the City Council in every December after a general election involving the office of the Mayor. Commissioners' two-year terms of office thus begin in January of odd-numbered years, and expire at the end of December of even-numbered years.

B. Current Composition of COH

The most-recently constituted COH has ten appointed members, and one vacancy. However, two of those members are not registered voters in the City of Oxnard, and thus are not eligible to serve. A review of the minutes of the COH meetings in 2014 indicates that the quorum of six Commissioners required by the City Code has been met on five (5) occasions, and was not met on six (6) other occasions.

The City Clerk's office reports that as of December 30, 2014, five applications for membership on the COH have been received.

C. Staff Analysis

Staff and the COH are committed to carrying out City policy and to fulfilling the spirit and the letter of that policy, as set forth in the City Code. Volunteer membership on a CAG such as the COH requires dedication and a substantial time commitment. It is clear that it is difficult to maintain a body with eleven Commissioners willing to participate to the degree necessary. Staff also believes that the history and evidence shows that the existing quorum requirement of six Commissioners presents an obstacle to the COH being able to effectively carry out its duties.

One of the most crucial activities related to homelessness occurs every January, when the U. S. Department of Housing and Urban Development asks local communities to participate in the "Point In Time" count of homeless individuals. Given the critical importance of an accurate count to assist the COH in advocating on behalf of the homeless community, it is clear that an experienced and dedicated COH can play a key role in ensuring that this annual, volunteer-intensive activity is successful.

Based on the foregoing, and in order to increase the efficacy and allow for smoother functioning of the COH, staff presented three recommendations to the COH: (1) Reduce the size of the COH from eleven to seven Commissioners; (2) Reduce the quorum requirement from the current six to four or fewer; and (3) change the term of office in order to allow Commissioners to serve at least through the end of January, when the annual Point In Time count is conducted.

D. Commission Action and Recommendation

At its regular meeting of December 1, 2014, the COH discussed the staff recommendations extensively. Following the discussion, the COH formally endorsed the recommendations. A letter from COH Chair Peggy Rivera is attached hereto.

E. Homeless Committee Action and Additional Recommendation

In addition to the COH, another City-created body exists to address issues related to homelessness. Several years ago the City Council established a Homeless Committee (formerly known as the Homeless Task Force). The Homeless Committee consists of Mayor Pro Tem Ramirez and Councilwoman Padilla.

Pursuant to a procedure adopted at the November 2014 COH meeting, the staff and COH recommendations for re-structuring of the COH were presented to the Homeless Committee meeting of December 10, 2014. The Chair and Vice-Chair of the COH were present at that meeting. Following extensive discussion, the Homeless Committee formally endorsed the recommendations to reduce the size and quorum requirement for the COH, and to change the Commissioners' terms of office as discussed

hereinabove. The Homeless Committee specifically recommended that the COH quorum requirement be set at four members.

Implementing the proposed re-structuring of the COH requires amending the City Code. Staff recommends adoption of the attached ordinance to accomplish the following:

- (A) Amend Section 125(A) to reduce the size of the COH from eleven to seven Commissioners;
- (B) Amend Section 128(B) to reduce the quorum requirement for the conduct of COH business from six to four Commissioners; and
- (C) Amend Section 126 to allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of the attached ordinance.

ATTACHMENTS

No. 1: Letter of December 4, 2014, from Peggy Rivera, Chair of the COH

No. 2: Ordinance

KL/kl

CITY OF OXNARD COMMISSION ON HOMELESSNESS

December 4, 2014

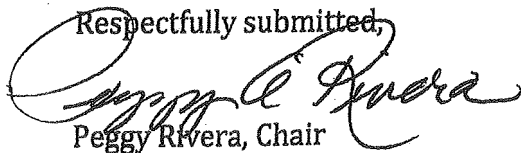
Honorable Members of the Homeless Committee,

As Chair of the Commission on Homelessness, I wish to report to your Committee that at our regular meeting of December 1, 2014, the Commission on Homelessness received a report on and unanimously endorsed a proposal to recommend changing the size of the Commission from 11 to 7 members, reducing the quorum requirement from its current six to a new requirement of 50% of the Commission's membership, and allowing for the terms of the Commissioners to not expire in January as they do now. The reason for this last recommendation is because one of the major activities is the national Point-In-Time Count, which occurs every January in the last week of that month, and we feel that it is important to have continuity on the Commission at such a critical time of the year.

In addition, the Commission received a report on the upcoming city-wide Needs Assessment and the Oxnard Housing Authority's Section 8 plan annual amendment process. Our Commission intends to participate and provide input to both of those processes. To this end, the Commission on Monday established a Subcommittee to formulate recommendations for those two processes. That Subcommittee will be bringing those recommendations back to the full Commission on Homelessness at our January meeting.

As always, I am available to answer any questions or provide any information to your Committee.

Respectfully submitted,



Peggy Rivera, Chair
Oxnard Commission on Homelessness
1300 E. Pleasant Valley Road, #89
Oxnard CA 93033

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. __

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA
AMENDING DIVISION 10 OF ARTICLE 2 OF CHAPTER 2 OF THE
OXNARD CITY CODE, REGARDING THE NUMBER OF
COMMISSIONERS, COMMENCEMENT OF OFFICE AND QUORUM
REQUIREMENTS FOR THE COMMISSION ON HOMELESSNESS

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS
FOLLOWS:

Part 1. Subsection (A) of Section 2-125 of the Oxnard City Code is hereby
amended to read as follows:

“(A) There is hereby established a commission on homelessness composed of 7
members.”

Part 2. Subsection (B) of Section 2-126 of the Oxnard City Code is hereby
amended to read as follows:

“(B) The term of office of a member of the commission on homelessness shall be
two years and shall begin in March.”

Part 3. Subsection (B) of Section 2-128 of the Oxnard City Code is hereby
amended to read as follows:

“(B) Four members shall constitute a quorum for transaction of business by the
commission on homelessness.”

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Part 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. ____ was first read on _____, 2015 and finally adopted on _____, 2015 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 1/13/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Suzan Sainsbury *SS*

Agenda Item No. 5-7

Reviewed By: City Manager *SM* City Attorney *SMF* Finance *AL* Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Ann Goodrich, Interim Human Resources Director
Human Resources *AG*

SUBJECT: Amending Personnel Rules and Regulations and Position Control Resolutions

RECOMMENDATION

That City Council:

1. Authorize the Mayor to execute an amendment to Resolution No. 14,667 authorizing the addition of three full-time equivalent positions to include the Economic Development Director, General Services Director and Utilities Director and deleting the Redevelopment Services Manager, Maintenance Services Manager and the Public Works Director.
2. Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of Economic Development Director, General Services Director, and Utilities Director.
3. Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of City Attorney and Housing Director.

DISCUSSION

At the September 30, 2014 City Council meeting the City Manager presented an organizational review which included the addition of three new classifications: General Services Director, Economic Development Director and Utilities Director. This recommendation formalizes the reclassification of three existing classifications by amending the Position Control Resolution and Section XII of the Personnel Rules and Regulations (Resolution No. 14,667). Three previous classifications: Redevelopment Services Manager, Maintenance Services Manager and Public Works Director have been deleted. The salary set for the Economic Development Director is \$115,047 - \$158,189 per year; the General Services Director is \$128,369 - \$176,507 per year; and the Utilities Director is \$140,213 - \$192,793 per year.

The salary set for the Housing Director is \$115,047 - \$158,189 which is approximately 9% lower from previous years and the City Attorney is \$220,000 which is approximately 9% higher.

The estimated costs include the base salary at the bottom of the range and benefits associated with each position. The Economic Development Director's estimated cost is \$240,237 per year with 100% funding from the General Fund Community Development; the General Services Director estimated cost is \$258,833 per year with 20% funding from the General Fund General Services, 20% from Gas Tax, 20% from the Golf Fund, 20% from Facilities, and 20% from Fleet; and the Utilities Director's estimated cost is \$291,755 with 50% from Water and 50% from Wastewater.

FINANCIAL IMPACT

The total budgetary impact for these new positions is \$207,300 with \$75,700 from the General Fund.

AG/sms

Attachment #1 - Resolution to Amend Full-Time Equivalent Positions
#2 - Resolution to Amend Personnel Rules and Regulations
#3 - Classifications and Salary Ranges for Top Management

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO.14,667 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2014-2015 FISCAL YEAR

WHEREAS, staff has recommended amendments to Resolution No. 14,667 authorizing full-time positions in the City service; and

WHEREAS, the City Council has reviewed the amendments and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Resolution No. 14,667 shall remain in force with the following amendments, effective August 29, 2014.

CLASSIFICATION TITLE	ADD	DELETE
Economic Development Director	1	
Redevelopment Services Manager		1
General Services Director	1	
Maintenance Services Manager		1
Utilities Director	1	
Public Works Director	_____	1_____
City-Wide Total	1,277.50	1,277.50

PASSED AND ADOPTED this 13th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING CHANGES IN SECTION XII OF THE PERSONNEL RULES AND
REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Section XII of the Personnel Rules and Regulations shall remain in force and effect and is amended as set forth in the attached Classification and Salary Schedule as of August 29, 2014.

PASSED AND ADOPTED on this 13th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 2
PAGE 1 OF 5

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

Class Title	Salary Range	Class Title	Salary Range
Account Clerk I	A 14	City Clerk	E 3
Account Clerk II	A 20	City Council Member	Ordinance
Account Clerk III	A 27	City Manager	E 13
Accountant I	A 63	City Surveyor	M 34
Accountant II	A 80	City Treasurer	E 3
Accounting Manager	M 48	Civil Engineer	A 97
Accounting Technician	A 45	Code Compliance Inspector I	B 96.00
Accounting Technician (C)	C 67	Code Compliance Inspector II	B 106.00
Administrative Assistant	A 61	Code Compliance Manager	M 40
Administrative Assistant (C)	C 70	Communications Training Coordinator	P 76
Administrative Legal Assistant (C)	C 70	Community Affairs Manager	M 38
Administrative Legal Secretary I	C 25	Community Facilities Manager	M 48
Administrative Legal Secretary II	C 35	Community Outreach & Production Specialist	M 22
Administrative Legal Secretary III	C 50	Community Service Officer	A 34
Administrative Secretary I	A 12	Community Services Manager	M 29
Administrative Secretary I (Conf)	C 15	Compliance Services Manager	M 29
Administrative Secretary II	A 19	Computer Network Engineer I	A 32
Administrative Secretary II (Conf)	C 30	Computer Network Engineer II	A 49
Administrative Secretary III	A 26	Computer Network Engineer III	A 78
Administrative Secretary III (Conf)	C 40	Computer Operator	A 49
Administrative Services Assistant (C)	C 70	Construction & Maintenance Engineer	M 66
Administrative Technician	A 36	Construction Inspector I	B 104.50
Administrative Technician (C)	C 60	Construction Inspector II	B 114.50
Animal Safety Officer	B 74.00	Construction Project Coordinator	A 61
Assistant City Attorney	M 88	Construction Project Manager	M 29
Assistant City Clerk	M 11	Container Service Worker	B 74.00
Assistant City Manager	E 11	Controller	M 62
Assistant City Treasurer/Revenue Accounting Manager	M 48	Crime Analysis Data Technician	A 34
Assistant Civil Engineer	A 93	Crime Analyst I	A 48
Assistant Fire Chief	P S2	Crime Analyst II	A 64
Assistant Planner	A 69	Crossing Guard	A 00
Assistant Police Chief	P S6	Cultural Arts Supervisor	M 11
Assistant Traffic Design Engineer	A 93	CUPA Coordinator	M 44
Assistant Traffic Engineer	A 93	Custodial Supervisor	M 14
Associate Planner	A 83	Custodian	B 48.00
Associate Traffic Design Engineer	A 97	Customer Service Accounting Technician	A 45
Battalion Chief	P S1	Customer Service Representative I	A 14
Budget Manager	M 62	Customer Service Representative II	A 20
Building Inspector I	B 104.50	Data Entry Operator I	A 14
Building Inspector II	B 114.50	Data Entry Operator II	A 20
Buyer	A 40	Deputy Building Official	M 74
Chemist	A 72	Deputy City Attorney I	M 48
Chief Financial Officer	E 8	Deputy City Attorney II	M 62
Chief Operator	M 32	Deputy City Manager	E 8
City Attorney	E 12	Deputy Housing Director	M 66
		Design & Construction Services Manager	M 83

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

Class Title	Salary Range	Class Title	Salary Range
Development Services Director	E 9	Geographic Information Systems Technician I	A 50
Development Services Manager	M 87	Geographic Information Systems Technician II	A 70
Disaster Preparedness Coordinator	M 44	Geographic Information Systems Technician III	A 78
Drafting/Graphics Technician I	A 41	Graffiti Action Coordinator	B 99.00
Drafting/Graphics Technician II	A 57	Grants Coordinator	M 36
Economic Development Director	E 6	Grants Specialist I	A 63
Electrical Inspector	B 126.50	Grants Specialist II	A 80
Electrician/Instrumentation Technician	B 112.25	Groundswoker I	B 60.00
Emergency Medical Services Coordinator	M 44	Groundswoker II	B 70.00
Employee Relations Coordinator (C)	C 67	Homeless Assistance Program Coordinator	M 29
Engineer	A 97	Housing Contract Administrator	A 61
Engineering Technician I	A 41	Housing Director	E 6
Engineering Technician I/Survey Crew	A 41	Housing Engineer	A 89
Engineering Technician II	A 57	Housing Inspector	B 79.00
Engineering Technician II/Survey Crew	A 57	Housing Maintenance Superintendent	M 38
Environmental Resources Supervisor	M 19	Housing Maintenance Supervisor	M 14
Environmental Resources/MRF Manager	M 87	Housing Modernization Superintendent	M 38
Equipment Operator	B 79.00	Housing Program Supervisor	M 29
Event Attendant III (P)	A 36	Housing Programs Manager	M 51
Event Coordinator	A 46	Housing Rehabilitation Program Manager	M 38
Evidence Technician I	A 53	Housing Specialist I	A 44
Evidence Technician II	A 68	Housing Specialist II	A 59
Executive Assistant I	C 80	Housing Specialist Trainee	A 33
Executive Assistant II	C 85	Human Resources Director	E 7
Facilities Maintenance Supervisor	M 19	Human Resources Manager	M 66
Facilities Maintenance Worker I	B 62.00	Human Resources Technician (C)	C 70
Facilities Maintenance Worker II	B 72.00	HVAC Technician	B 89.00
Financial Analyst I	M 14	Instrumentation Technician	B 112.25
Financial Analyst II	M 22	Junior Civil Engineer	A 85
Financial Analyst III	M 29	Junior Planner	A 52
Financial Services Manager	M 48	Laboratory Assistant	A 40
Fire Captain	F 124.00	Laboratory Supervisor	M 26
Fire Chief	E 10	Laboratory Technician	A 56
Fire Engineer	F 109.00	Law Office Manager	M 19
Fire Environmental Specialist I	F 96.00	Legislative Affairs Manager	M 40
Fire Environmental Specialist II	F 109.00	Leisure and Recreation Superintendent	M 48
Fire Inspector	F 109.00	Librarian I	A 47
Firefighter	F 96.00	Librarian II	A 62
Fleet Services Maintenance Worker	B 61.00	Librarian III	A 79
Fleet Services Manager	M 44	Library Aide I	A 15
Fleet Services Mechanic I	B 99.00	Library Aide II	A 21
Fleet Services Mechanic II	B 104.00	Library Aide III	A 28
Fleet Services Mechanic Supervisor	M 16	Library Circulation Supervisor	M 14
Fleet Services Operations Manager	M 19	Library Director	E 6
General Services Director	E 8	Library Services Supervisor	M 26
Geographic Information Systems Coordinator	M 51	Literacy Coordinator	A 47

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

Class Title	Salary Range	Class Title	Salary Range
Mail Clerk	A 15	Police Word Processor II	A 30
Maintenance Carpenter	B 88.00	Police Word Processor III	A 38
Maintenance Electrician	B 89.00	Power Production Operator I	B 85.25
Maintenance Plumber	B 88.00	Power Production Operator II	B 95.25
Maintenance Worker Trainee	B 45.00	Principal Planner	M 44
Management Accountant/Auditor	M 29	Programmer Analyst	A 86
Management Analyst I	M 14	Project Manager	M 40
Management Analyst II	M 22	Property & Evidence Custodian	A 68
Management Analyst III	M 29	Public Information Officer	M 38
Mayor	Ordinance	Public Safety Communications Manager	M 66
Meter Reader	B 70.00	Public Safety Dispatcher I	P 49.00
Meter Repair Worker	B 75.00	Public Safety Dispatcher II	P 59.00
Missing Persons Specialist	A 34	Public Safety Dispatcher III	P 76.00
MRF Dispatcher	B 74.00	Public Safety Information Technology Manager	M 62
MRF Machinery Operator	B 79.00	Public Works Construction Projects Manager	M 38
MRF Mechanic	B 89.00	Purchasing Clerk	A 20
Neighborhood Services Coordinator	A 61	Recreation Supervisor	M 19
Network Services Coordinator	M 14	Recreation/Human Services Coordinator	A 42
Office Assistant I	A 10	Recreation/Human Services Leader III	A 21
Office Assistant I (Conf)	C 10	Recycling Manager	M 36
Office Assistant II	A 15	Recycling/Marketing Manager	M 36
Office Assistant II (Conf)	C 20	Redevelopment Services Manager	M 74
Outreach/Education Specialist	A 61	Rehabilitation Construction Specialist I	B 101.00
Paralegal	C 75	Rehabilitation Construction Specialist II	B 111.00
Parks Maintenance Supervisor	M 14	Rehabilitation Loan Assistant	A 33
Parks Manager	M 44	Rehabilitation Loan Specialist	A 74
Permit Technician	A 55	Resident Services Assistant	A 59
Plan Check Engineer	A 97	Resident Services Coordinator	A 74
Planning & Environmental Services Manager	M 81	Revenue Collection Technician	A 45
Plans Examiner I	A 66	Safety Specialist (C)	C 72
Plans Examiner II	A 81	Senior Administrative Legal Secretary	C 65
Plumbing & Mechanical Inspector	B 126.50	Senior Administrative Secretary	A 35
Police Chief	E 11	Senior Administrative Secretary (C)	C 55
Police Commander	P 55	Senior Animal Safety Officer	B 84.00
Police Financial Manager	M 48	Senior Benefits Coordinator (C)	C 75
Police Officer I	P 91.00	Senior Civil Engineer	A 99
Police Officer II	P 91.00	Senior Code Compliance Inspector	B 116.00
Police Officer III	P 99.00	Senior Construction Inspector	B 124.50
Police Records Manager	M 40	Senior Custodian	B 58.00
Police Records Supervisor	M 11	Senior Customer Service Representative	A 27
Police Records Technician I	A 11	Senior Engineering Technician	A 76
Police Records Technician II	A 17	Senior Engineering Technician/Survey Chief	A 76
Police Records Technician III	A 24	Senior Facilities Maintenance Worker	B 99.00
Police Sergeant	P 106.00	Senior Fleet Services Mechanic	B 109.00
Police Service Officer	P 72.00	Senior Groundsworker	B 80.00
Police Word Processor I	A 23	Senior Housing Maintenance Worker	B 92.00

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

Class Title	Salary Range	Class Title	Salary Range
Senior Housing Specialist	A 74	Utilities Director	E 10
Senior Human Resources Coordinator	C 75	Victim Services Specialist	A 59
Senior Meter Reader	B 80.00	Wastewater Collections Operator I	B 69.00
Senior Meter Repair Worker	B 85.00	Wastewater Collections Operator II	B 79.00
Senior Planner	M 32	Wastewater Collections Supervisor	M 14
Senior Plans Examiner	A 87	Wastewater Environmental Specialist	B 111.00
Senior Police Service Officer	P 77.00	Wastewater Maintenance Manager	M 32
Senior Street Maintenance Worker	B 86.00	Wastewater Maintenance Supervisor	M 19
Senior Traffic Service Assistant	A 16	Wastewater Mechanic I	B 89.00
Senior Tree Trimmer	B 86.00	Wastewater Mechanic II	B 99.00
Senior Wastewater Collections Operator	B 86.00	Wastewater Operations Manager	M 32
Senior Wastewater Environmental Specialist	B 116.00	Wastewater Operator I	B 82.00
Senior Wastewater Mechanic	B 104.00	Wastewater Operator II	B 92.00
Senior Wastewater Operator	B 105.25	Wastewater Operator III	B 97.00
Senior Water Distribution Operator	B 80.00	Wastewater Operator-In-Training	B 67.00
Senior Water Treatment Operator	B 106.00	Wastewater Superintendent	M 66
Sex Registrant Specialist	A 34	Water Conservation/Outreach Coordinator	B 114.50
Solid Waste Compliance Specialist	B 94.00	Water Conservation/Outreach Technician	B 59.00
Solid Waste Equipment Operator II	B 74.00	Water Distribution Operator I	B 64.00
Solid Waste Transfer Operator	B 84.00	Water Distribution Operator II	B 74.00
Sorter	B 48.00	Water Regulatory Compliance Coordinator	B 114.50
Source Control Inspector II	B 100.50	Water Regulatory Compliance Technician I	B 94.00
Source Control Technician	B 99.00	Water Regulatory Compliance Technician II	B 104.00
Street Maintenance Worker I	B 59.00	Water Resources Manager	M 66
Street Maintenance Worker II	B 69.00	Water Treatment Operator I	B 86.00
Streets Manager	M 44	Water Treatment Operator II	B 91.00
Supervising Building Inspector	M 40	Water Treatment Operator III	B 96.00
Supervising Civil Engineer	M 74	Word Processor I	A 23
Systems Administrator	M 62	Word Processor II	A 30
Systems Analyst I	M 29	Word Processor III	A 38
Systems Analyst II	M 40	Workers' Compensation Manager	M 48
Systems Analyst III	M 51	Workers' Compensation Specialist (C)	C 69
Technical Services Manager	M 44		
Tire Repairer	B 61.00		
Traffic Engineer	M 59		
Traffic Safety Maintenance Worker	B 69.00		
Traffic Service Assistant I	A 13		
Traffic Service Assistant II	A 18		
Traffic Signal Repairer I	B 79.00		
Traffic Signal Repairer II	B 89.00		
Traffic Signal Technician	B 112.00		
Transport Operator	B 99.00		
Treasury Supervisor	M 11		
Treatment Plant Electrician	B 99.00		
Tree Trimmer I	B 66.00		
Tree Trimmer II	B 76.00		

CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)
Effective 8/29/14

		HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
	SALARY												
CLASSIFICATION TITLE	RANGE	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Assistant City Manager	E-11	78.5046	98.1307	107.9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.27	\$163,290	\$204,112	\$224,523
Chief Financial Officer	E-8	61.7157	77.1447	84.8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
City Attorney	E-12			105.7692			8461.54			18,333.33			\$220,000
City Clerk	E-3	48.2387	60.2982	66.3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
City Manager	E-13			131.0629			10485.03			22,717.57			\$272,611
City Treasurer	E-3	48.2387	60.2982	66.3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
Deputy City Manager	E-8	61.7157	77.1447	84.8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Development Services Director	E-9	64.7688	80.9610	89.0572	5181.51	6476.88	7124.58	11,226.60	14,033.25	15,436.58	\$134,719	\$168,399	\$185,239
Economic Development Director	E-6	55.3109	69.1388	76.0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Fire Chief	E-10	67.4100	84.2625	92.6888	4800.00	6741.00	6600.00	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793
General Services Director	E-8	61.7157	77.1447	84.8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Housing Director	E-6	55.3109	69.1388	76.0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Human Resources Director	E-8	61.7157	77.1447	84.8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Library Director	E-6	55.3109	69.1388	76.0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Police Chief	E-11	78.5046	98.1307	107.9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.28	\$163,290	\$204,112	\$224,523
Utilities Director	E-10	67.4100	84.2625	92.6888	5392.80	6741.00	7415.10	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [2888]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XVIII TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

.....

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Article XVIII of Chapter 7 of the Oxnard City Code is hereby added to read as follows:

**“ARTICLE XVIII. PUBLIC LIBRARY RULES OF
CONDUCT AND EXCLUSION PROCESS**

SEC. 7-320. PURPOSE.

It is the intent of the city council in enacting this ordinance to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

(A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;

(B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and

(C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer's exercise of his or her right to receive and read recorded communication.

SEC. 7-321. DEFINITIONS.

For purposes of this article:

(A) “Library” shall mean the Oxnard Public Library and each and all of its branch libraries.

(B) “Library customer” shall mean a member of the public who uses library facilities, materials and services.

(C) "Library building" means any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.

(D) "Library director" shall mean the person appointed by the city manager to be responsible for the overall administration of the library.

(E) "Library facility" shall mean a library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.

(F) "Library privileges" shall mean access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.

(G) "Library staff" shall mean public employees who work for the city and are assigned to work at library facilities.

(H) "Library volunteer" shall mean a member of the public who volunteers and works at library facilities.

(I) "Rules of conduct" means the activities identified in and prohibited by section 7-322.

(J) "Serious violation of the rules of conduct" shall mean engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

SEC. 7-322. RULES OF CONDUCT.

In order to protect the rights of library customers, staff and volunteers, the following activities that a reasonable person would find disruptive to the normal functions being carried on at the library are prohibited:

(A) Engaging in activities prohibited by law including but not limited to:

(1) Penal Code section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place),

(2) Penal Code section 484 (Theft),

(3) Penal Code section 490.5 (Theft of Library Books and Materials),

(4) Penal Code section 594 (Vandalism),

(5) Penal Code section 602.1(b) (Interfering with Library Business),

(6) Penal Code section 602q (Refusing or Failing to Leave a Library Building),

(7) Penal Code section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering, Public Intoxication),

(8) Education Code section 19910 (Maliciously Damaging Library Materials),

(9) Education Code section 19911 (Failure to Return Materials After Notice), and

(10) Government Code section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty Feet of a Main Exit, Entrance, or Operable Window of a Library Building);

(B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive noise, using loud language, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;

(C) Eating or drinking in unauthorized public areas within any library building;

(D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building or at the entrance or exit of any library building;

(E) Leaving packages, backpacks, luggage, or other personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library furniture for its intended purpose (e.g., placing one's feet on library desks, tables or chairs);

(I) Moving library furniture or equipment when doing so presents a safety hazard;

(J) Using library building restrooms for inappropriate purposes such as loitering, bathing, shampooing, doing laundry, changing clothes, etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability;

(M) Photographing, audio recording or filming within any library building without permission from the library director except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes and shirts at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Penal Code section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Penal Code section 331, et seq. and 313, et seq.;

(S) Violating a term or condition of a warning notice or an exclusion notice.

SEC. 7-323. RULES OF CONDUCT ENFORCEMENT.

(A) General Provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-322 within ninety days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct may result in the issuance of a written warning notice without a verbal warning.

(B) Persons Authorized to Issue Warning or Exclusion Notices. The library director shall designate those library staff who are authorized to issue warning and exclusion notices.

(C) Issuance of Warning or Exclusion Notices.

(1) Warning Notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rules of conduct violation, library staff designated by the library director may issue a written warning notice for a rules of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within ninety days of the date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library

privileges as the library director designee may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal to the library director. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion Notice. If a library customer has received a warning notice as set forth in section 7-323(C)(1) above and again violates a rule of conduct within ninety days of the date of issuance of the warning notice, library staff designated by the library director may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library director designee may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice to the library director. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

SEC. 7-324. APPEAL PROCEDURE.

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the library director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

(1) The appellant's name;

(2) The appellant's address and a telephone number where he or she can be reached;

(3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and

(4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than fifteen calendar days after the filing of the appeal, except the library director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-322. The library director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within thirty calendar days of the conclusion of the hearing, the library director shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have ninety days to pursue a petition for a writ of administrative mandamus of the decision under Code of Civil Procedure sections 1094.5 and 1094.6. The library director shall serve a copy of such decision to the city manager. The decision of the library director shall be final.

SEC. 7-325. VIOLATION OF WARNING OR EXCLUSION NOTICE.

Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code."

Part 2. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. ____ was first read on _____, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

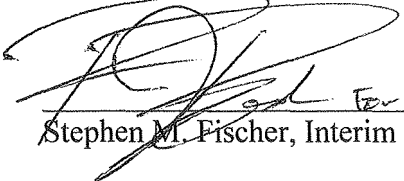
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 01/13/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. 5-9

Reviewed By: City Manager *M* City Attorney *JOB* Finance *JC* Other (Specify) _____

DATE: December 29, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department

SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement for professional services with PEI for a four year term in an amount not to exceed \$451,740 for the PMS Update (Agreement Number A-7723).
2. Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.

DISCUSSION

The City maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Due to funding constraints the City has not updated its Pavement Management System (PMS) since 2010. To effectively plan future street maintenance and improvements an update of the PMS and 30-year master plan are critical.

This project will include a visual pavement inspection of all streets and alleyways and assignment of a Pavement Condition Index (PCI) for each street and alleyway for entry into the City's StreetSaver software database program. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be developed for the City's streets and alleyways. Finally a presentation will be made to City Council of the Streets Master Plan and guidance on pavement principles and practices for Oxnard.

A Request for Proposal (RFP) was issued on January 7, 2014 for professional consulting and engineering services for the PMS Update with five consulting firms submitting proposals by the RFP

Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update (Agreement A-7723)
December 29, 2014
Page 2 of 2

closing date of January 30, 2014. The five proposals were reviewed and evaluated by staff. Pavement Engineering Inc. (PEI) was determined to be the most qualified firm to perform the scope of work.

FINANCIAL IMPACT

The recommended Budget Appropriation allocates \$451,740 from the Gas Tax Fund Balance to provide funding for the PMS Update and 30-year master plan. The Gas Tax Fund had a year-end balance of \$5.5 million of which \$1 million had previously been appropriated to various projects.

JD:jd

Attachment #1 – Agreement No. A-7723
#2 – Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of January 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Pavement Engineering, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Daniel Rydberg, P.E., Interim Utilities Director ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Joe Ririe, P.E., Senior Principal Engineer/President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 13, 2015, and expire on January 13, 2019.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$451,740 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Pavement Engineering Inc, 3485 Sacramento Drive Suite A, San Luis Obispo, CA 93401. Attention: Joe Rine, P.E., Senior Principal Engineer/President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, Oxnard, California 93030, Attention: Robert Hearne, P.E., Senior Civil Engineer.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Joe Ririe, Senior Principal Engineer/President
Pavement Engineering, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 490 miles of streets and 90 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. Because the City has not updated its Pavement Management System (PMS) since 2010, the City wants to reinspect all its streets, update its PMS and develop a 30-year master.

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation, software evaluation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

Phase 1 – 2014 PMS Update: \$182,370

Phase 1 Scope: Update entire pavement management system, yearly streets and evaluate Areas A, B and C, including one-time software migration and StreetSaver® license fee (as required – see Task 1.3).

- Task 1.1 Project Management
- Task 1.2 Preliminary Investigations
- Task 1.3 Software Evaluation
- Task 1.4 Pavement Inspection
- Task 1.5 PMS Update
- Task 1.6 Maintenance and Capital Improvement Plan (CIP)
- Task 1.7 PMS Report
- Task 1.8 Quality Management

Task 1.1 Project Management

Consultant will undertake the following as part of Phase 1, Task 1.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals

Task 1.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 1.2:

Consultant will arrange to retrieve any PMS data, including MicroPAVER™ database information, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.3 Software Evaluation

The City of Oxnard is looking to manage its pavements in the most efficient and cost-effective way. There are multiple pavement management systems in use throughout the United States. The most commonly accepted and employed in California are APWP's MicroPAVER™ software, which is used by approximately 16% of agencies, and MTC's StreetSaver® software, which is used by about 31% of agencies. In the past, the City has used MicroPAVER™; however, the City staff wants to look at the advantages and benefits of both pavement management systems to help it develop a pavement management plan for the next 30 years.

Consultant will undertake the following as part of Task 1.3:

Consultant will review with the City the elements MicroPAVER™ and StreetSaver® and the advantages and/or disadvantages for each program to help the City choose the best PMS program for its goals. If the City decides to transition from MicroPAVER™ to StreetSaver®, Consultant will manage the transition.

Task 1.4 Pavement Inspection

Consultant will undertake the following as part of Task 1.4:

Consultant's certified staff will manually inspect all 490 miles of City streets and 90 miles of alleys for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 1.5 PMS Update

Consultant will undertake the following as part of Task 1.5 following completion of Task 1.4:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.6 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 1.6:

Using historical current pavement inspection data, Consultant will develop a 30-year maintenance and Capital Improvement Plan (CIP) for the City's pavement assets.

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments on a street by street or neighborhood by neighborhood basis according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late.

Consultant will focus on three major elements: preventative maintenance, alleys and arterials. Consultant will help City staff determine the best maintenance approach for the next 30 years that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Using the selected PMS software, Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.7 PMS Report

Consultant will undertake the following as Task 1.7:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 1.8 Quality Management

Consultant will provide the following quality assurances in Task 1.8 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 2 – 2015 PMS Annual Update: \$90,915

Phase 2 Scope: Update yearly streets and evaluate Area A.

- Task 2.1 Project Management
- Task 2.2 Preliminary Investigations
- Task 2.3 Pavement Inspection
- Task 2.4 PMS Update
- Task 2.5 Maintenance and Capital Improvement Plan (CIP)
- Task 2.6 PMS Report
- Task 2.7 Quality Management

Task 2.1 Project Management

Consultant will undertake the following as part of Phase 2, Task 2.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 2.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 2.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 2.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.3 Pavement Inspection

Consultant will undertake the following as part of Task 2.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area A for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 2.4 PMS Update

Consultant will undertake the following as part of Task 2.4 following completion of Task 2.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 2.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.6 PMS Report

Consultant will undertake the following as Task 2.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.7 Quality Management

Consultant will provide the following quality assurances in Task 2.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 3 – 2016 PMS Annual Update: \$89,105

Phase 3 Scope: Update yearly streets and evaluate Area B.

- Task 3.1 Project Management
- Task 3.2 Preliminary Investigations
- Task 3.3 Pavement Inspection
- Task 3.4 PMS Update
- Task 3.5 Maintenance and Capital Improvement Plan (CIP)
- Task 3.6 PMS Report
- Task 3.7 Quality Management

Task 3.1 Project Management

Consultant will undertake the following as part of Phase 3, Task 3.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 3.7. Reviewing these issues and items

prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 3.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 3.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 3.3 Pavement Inspection

Consultant will undertake the following as part of Task 3.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area B for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 3.4 PMS Update

Consultant will undertake the following as part of Task 3.4 following completion of Task 3.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 3.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not

too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 3.6 PMS Report

Consultant will undertake the following as Task 3.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.7 Quality Management

Consultant will provide the following quality assurances in Task 3.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.
- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 4 – 2017 PMS Annual Update: \$89,350

Phase 4 Scope: Update yearly streets and evaluation of Area C

- Task 4.1 Project Management
- Task 4.2 Preliminary Investigations
- Task 4.3 Pavement Inspection
- Task 4.4 PMS Update
- Task 4.5 Maintenance and Capital Improvement Plan (CIP)
- Task 4.6 PMS Report
- Task 4.7 Quality Management

Task 4.1 Project Management

Consultant will undertake the following as part of Phase 4, Task 4.1:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 4.7. Reviewing these issues and items prior to beginning work will help the City and Consultant develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, budgets other Economic Value Added (EVA) content to ensure the work performed meets the City's expectations and performance goals.

Task 4.2 Preliminary Investigations

Consultant will undertake the following after completion of Task 4.2:

Consultant will review past PMS data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.3 Pavement Inspection

Consultant will undertake the following as part of Task 4.3:

Consultant's certified staff will manually inspect one-third of the City's streets and of alleys (combination of arterial, collector and residential) in Area C for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than drive by or windshield surveys.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accept ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

Consultant will sample locations on random test sites of $\pm 2,500$ sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

To ensure safety during the visual evaluation, Consultant will provide traffic control using a flashing beacon and a vehicle-mounted magnetic sign warning of frequent stops.

In addition to PMS inspections, Consultant will perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. For the ADA ramp locations, Consultant will review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located.

For sidewalk displacements, Consultant will review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant will review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 4.4 PMS Update

Consultant will undertake the following as part of Task 4.4 following completion of Task 4.3:

Consultant will enter all data into the preferred system, either MicroPAVER™ or StreetSaver® and develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, the original construction date(s) of a street segment.

In addition, Consultant will work with the City to review the functional classifications of streets in its system to determine if they comply with Caltrans specifications and are therefore eligible for future federal funding. To perform this work, Consultant will compare each road section contained in the PMS and City's general plan with the California Road System (CRS) maps found on the Caltrans website to verify functional classification accuracy.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.5 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4.5:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 4.6 PMS Report

Consultant will undertake the following as Task 4.6:

Consultant will prepare and present to City staff a draft report that summarizes Consultant's findings and contains the following:

- Network condition summary.
- Network summary statistics broken down into functional class: arterial, collector, residential/local and other required classifications.
- Summary of conditions, recommended treatments and estimated unit costs by functional class.
- Budget scenarios for improving or maintaining the PCI during the next 30 years.
- A sortable desktop reference that lists roads by PCI from best to worst or alphabetically by name.

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 4.7 Quality Management

Consultant will provide the following quality assurances in Task 4.7 as part of the overall scope of work:

Consultant will ensure its quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, Consultant's QA/QC procedures for PMS work includes the following elements:

- Trained and certified staff. Consultant's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, Consultant's data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Field technicians are certified by the Metropolitan Transportation Commission (MTC).
- Equipment verification. Prior to beginning any pavement assessment, Consultant inspects, verifies and, if necessary, calibrates its measurement equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.
- Data checks. Consultant's PMS crew typically performs a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician specialist compiles the final database according to the agency's locations and mapping system. The project manager works with the data specialist to recheck segment lengths and look for any missing segments or data elements. The data specialist then reviews the entire database for proper formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports for planning and budgeting.

- Control, verification and random site testing. Consultant reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant then compares these reference values to the initial PCI generated by either MicroPAVER™ or StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 5 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of \$1.3 million: \$99,745

Phase 5 Scope: Work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

- Task 5.1 Street Investigation and Engineering Review
- Task 5.2 Measurement of Field Quantities
- Task 5.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
- Task 5.4 Utility Company Coordination
- Task 5.5 Preparation of Contract Documents and Estimates
- Task 5.6 Bidding Process Support Services
- Task 5.7 Construction Support Services

Task 5.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 5, Task 5.1

Consultant's engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 5.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 5, Task 5.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.

Task 5.3 Pavement Evaluations, Deflection Testing and Coring for Pavement Design

Consultant will undertake the following as part of Phase 5, Task 5.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 5.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 5.4 Utility Company Coordination

Consultant will undertake the following as part of Phase 5, Task 5.4

Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 5.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 5, Task 5.5

Consultant will compile all field quantities into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in the scope of work will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

Task 5.6 Bidding Process Support Services

Consultant will undertake the following as part of Phase 5, Task 5.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 5.7 Construction Support Services

Consultant will undertake the following as part of Phase 5, Task 5.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.

Phase 6 – Plans, specifications and estimates for a pavement maintenance/rehabilitation project based on an estimated construction budget of \$3.5 million: \$175,470

Phase 6 Scope: Work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party. Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal.

Using existing site plans or plans generated by performing topographic survey work, mark locations and define the extent and quality of work expected, including all construction details, materials and procedures.

- Task 6.1 Street Investigation and Engineering Review
- Task 6.2 Measurement of Field Quantities
- Task 6.3 Pavement Evaluations, Deflection Testing and Cording for Pavement Design
- Task 6.4 Utility Company Coordination
- Task 6.5 Preparation of Contract Documents and Estimates
- Task 6.6 Bidding Process Support Services
- Task 6.7 Construction Support Services

Task 6.1 Street Investigation and Engineering Review

Consultant will undertake the following as part of Phase 6, Task 6.1

Consultant's engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, Consultant will confer with City staff and review its findings.

Task 6.2 Measurement of Field Quantities

Consultant will undertake the following as part of Phase 6, Task 6.2

Consultant will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.

Task 6.3 Pavement Evaluations, Deflection Testing and Coring for Pavement Design

Consultant will undertake the following as part of Phase 6, Task 6.3

Consultant will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 6.1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

Consultant will work with the City to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, Consultant also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets to determine what streets may be suitable for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays.

Task 6.4 Utility Company Coordination

Consultant will undertake the following as part of Phase 6, Task 6.4

Consultant will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. Consultant will obtain a current listing of utility companies and contact information from the City for this task.

Task 6.5 Preparation of Contract Documents and Estimates

Consultant will undertake the following as part of Phase 6, Task 6.5

Consultant will compile all field quantities into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, Consultant will use aerial photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, Consultant will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in this task will be the preparation of traffic control plans and striping plans, should that work be required. In addition, Consultant will arrange for the potholing of any existing utilities.

Task 6.6 Bidding Process Support Services

Consultant will undertake the following as part of Phase 6, Task 6.6

After the final submittal, Consultant will be available to answer any specific questions from the City concerning the design. Should the need arise, Consultant will prepare an addendum as required. In addition, Consultant will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 6.7 Construction Support Services

Consultant will undertake the following as part of Phase 6, Task 6.7

During construction, Consultant will be available to the City construction staff to review design questions, submittals, and construction problems. Consultant will provide these services on an as-needed basis.

**EXHIBIT B
SCHEDULE**

Phase 1 - 2014 PMS Update: \$182,370

Task	Description	Estimated Delivery Schedule
1.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
1.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
1.3	Software Evaluation	Six weeks after receiving notice to proceed.
1.4	Pavement Inspection	Ten weeks after completing Task 1.3.
1.5	PMS Update	Two weeks after completed Task 1.4.
1.6	Maintenance and Capital Improvement	Four weeks after completing Task 1.8.
1.7	PMS Report	Four weeks after completing Task 1.6.
1.8	Quality Management	Three weeks after completing Task 1.5.

Phase 2 - 2015 PMS Annual Update: \$90,915

Task	Description	Estimated Delivery Schedule
2.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
2.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
2.3	Pavement Inspection	Ten weeks after completing Task 2.2.
2.4	PMS Update	Two weeks after completed Task 2.3.
2.5	Maintenance and Capital Improvement	Four weeks after completing Task 2.4.
2.6	PMS Report	Four weeks after completing Task 2.5.
2.7	Quality Management	Three weeks after completing Task 2.6.

EXHIBIT B
SCHEDULE
Continued

Phase 3 - 2016 PMS Annual Update: \$89,105

Task	Description	Estimated Delivery Schedule
3.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
3.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
3.3	Pavement Inspection	Ten weeks after completing Task 3.2.
3.4	PMS Update	Two weeks after completed Task 3.3.
3.5	Maintenance and Capital Improvement	Four weeks after completing Task 3.4.
3.6	PMS Report	Four weeks after completing Task 3.5.
3.7	Quality Management	Three weeks after completing Task 3.6.

Phase 4 – 2017 PMS Annual Update: \$89,350

Task	Description	Estimated Delivery Schedule
4.1	Project Management	Ongoing throughout the project. Includes monthly meetings.
4.2	Preliminary Investigations	Four weeks after receiving notice to proceed.
4.3	Pavement Inspection	Ten weeks after completing Task 4.2.
4.4	PMS Update	Two weeks after completed Task 4.3.
4.5	Maintenance and Capital Improvement	Four weeks after completing Task 4.4.
4.6	PMS Report	Four weeks after completing Task 4.5.
4.7	Quality Management	Three weeks after completing Task 4.6.

EXHIBIT C FEE SCHEDULE

The following are Consultant's hourly, billing fee schedule for the City of Oxnard's Pavement Management System Update in support of the City's Public Works Department:

Billing Title/Activity	Hourly Rate
Principal Engineer	\$210
Project Manager	\$135
PMS Inspection Team	\$160
PMS Data Technician	\$85
PMS Quality Control	\$120
PMS Clerical	\$65

The following are fixed costs:

Title	One-Time Cost ¹	Annual Cost ²
Migration of existing MicroPaver™ database to StreetSaver program	\$5,000	
StreetSaver® online edition license fee		\$1,500
StreetSaver® GIS Toolbox		\$500

¹ Estimated one-time fee. The Metropolitan Transportation Commission (MTC) will provide a firm cost after receiving a copy of the City's MicroPaver™ database.

² StreetSaver® v.9 online edition. Future software versions may result in a cost increase set by the MTC.

Professional Reimbursement

Where charges are associated with Consultant's employees, the hourly billing rates include the cost of salaries, fringe benefits, indirect overhead costs and fees. Rates for categories of services not identified above shall be negotiated with the Consultant and included in the professional services agreement. Not-to-exceed amounts identified in the agreement with the Consultant do not include overtime hours as defined by State-specific and Federal wage and hour laws. Labor will be billed at 1 1/2 times billing rates for non-exempt employees for overtime hours requested by the City.

Direct Expenses

Reimbursement for direct expenses incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproduction, printing, equipment rental and special supplies related to the work.
- b. Consultants, contractors and other outside services.
- c. Rented vehicles, local public transportation, taxis, air/train fare, travel and subsistence (non GSA rates),
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits and licenses applicable to the work.
- f. Outside computer processing, computation and propriety programs purchased for the work not mentioned above.

Reimbursement for employee-owned vehicles used in connection with the work will be billed at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

Reimbursement for lodging and subsistence used in connection with the work will be at the local Per Diem rates as established by the United States General Services Administration for the dates costs are incurred.

Other in-house charges will be at standard company rates. The foregoing billing rate schedule is effective through June 30, 2015 and may be adjusted thereafter.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7723
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/14

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7723
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. A-7723 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____	

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7723
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities

Date: January 13, 2015

Project/Program

Manager: Daniel Rydberg

Phone: 385-8055

Reason for Appropriation:

To fund Agreement No. A-7723 with Pavement Engineering to perform a Pavement Management System Update

Accounts and Descriptions

AMOUNT

Fund: STATE GAS TAX (181)

Expenditures/Transfers Out

Engineering and Design Services (Project No. 133202)

181-3224-803-8209 SERVICES - OTHER PROFESSIONAL 451,740

Sub-total Expenditures 451,740

Net Change to State Gas Tax Fund Balance (451,740)

Net Appropriation Change (451,740)

Approvals

Department Director

Chief Financial Officer

City Manager

James Cameron

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 01/13/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *[Signature]* Agenda Item No. 5-10Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** December 29, 2014**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director *[Signature]*
Utilities Department**SUBJECT:** Agreement for Developing Green Alleys Program**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.

DISCUSSION

On July 19, 2011, the City Council adopted Resolution 14,097 ratifying the City Manager's submission of an application for \$250,000 in the California Strategic Growth Council Urban Greening Planning Grant Program to be used for development of the Oxnard Green Alleys Plan and authorized the City Manager to appropriate grant funding upon award of the grant.

The Green Alley Plan submitted with Oxnard's Proposition 84 Urban Greening Grant application is consistent with the State of California's Natural Resource Agency planning policies as they pertain to the following priorities:

1. Promote infill development and equity
2. Protect environmental and agricultural resources
3. Encourage efficient development patterns

To implement the Grant, SWA Group will develop the Green Alleys Program to be consistent with the Oxnard 2030 General Plan. The benefits of the Program will include providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities. A Green Alley Program also enhances a community by promoting physical activity and encourages use of alternative transportation modes such as walking and biking. Green Alleys Program implementation minimizes stormwater run-off and improves water quality, eradicates blight, and instills a neighborhood cohesion and pride.

Oxnard will utilize a diverse Planning Committee, Advisory Group, and consultant expertise to ensure that the Green Alley s Program is coordinated with public health objectives as well as City and

Agreement for Developing Green Alleys Program

December 29, 2014

Page 2

Regional Plans. The cost of the project is \$300,000, of which \$250,000 is funded by the State of California Natural Resources Agency Proposition 84 Urban Greening Grant with a \$50,000 required cash match from Measure O previously approved by Mayor and Council. Efforts will begin immediately in January 2015 and be completed by June 30, 2015. These grant objectives will reduce gas emissions consistent with the California Global Warming Solution Act of 2006.

A Request for Proposal (RFP) was posted for three weeks and over twenty potential vendors were notified regarding the RFP. Five vendors submitted proposals. Staff evaluated and rated each proposal. SWA Group's proposal received the highest total weighted score for meeting the requirements of the State grant and developing Oxnard's Green Alleys Program.

FINANCIAL IMPACT

There is sufficient funding to cover the cost of the agreement from Proposition 84 Urban Greening Grant in the amount of \$250,000 and \$50,000 from Measure O.

JD;jd

Attachment #1 – Agreement No. 7739

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 13th day of January, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and SWA Group ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Jay Duncan, Contract & Grant Coordinator, subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Ying-Yu Hung, ASLA, Managing Partner, SWA Group as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 14, 2015, and expire on July 1, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$300,000 for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Provided Consultant has been paid for its services in accordance with this Agreement, Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager, except as reasonably required to provide the services under this Agreement.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Consultant’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence, recklessness or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Consultant’s work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section shall survive completion of the Services or termination of this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “**governmental decision**” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or

any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement, subject to extensions of time for reasons caused beyond Consultant's control.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to SWA Group, 811 West 7th Street, 8th Floor, Los Angeles, California 90017, Attention: Ying-Yu Hung, ASLA, Managing Principal, SWA Group.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Jay Duncan, Contract & Grant Coordinator.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Ying-Yu Hung, ASLA, Managing Principal
SWA Group

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A

SCOPE OF SERVICES

Project Understanding

Green alleys provide numerous environmental, social and economic benefits for residents and businesses. Recognizing our shared responsibility to creating a sustainable community, the creation of public open spaces and community gathering places are critical to the long-term viability and vitality of our cities and town.

The creation of a comprehensive Green Alleys Master Plan will enable the City of Oxnard to achieve several objectives that complement and run parallel to each other, including:

- Creating open space and greening the City's public realm;
- Providing opportunities for healthy lifestyles through creation of community gardens and urban agricultural facilities;
- Promoting physical activity and encouraging use of alternative transportation modes such as walking and bicycling;
- Minimizing stormwater run-off and improving water quality;
- Reducing crime and blight, and improving safety; and,
- Creating neighborhood cohesion and instilling community pride.

We understand that the scope of this project will involve studying approximately 86 linear miles of alleys, with the ultimate goal being the development of templates for demonstration projects that address different types of alleys and clusters of alleys in different neighborhoods throughout the city. The primary focus of the work will be review and analysis of existing available data (e.g., GIS, General Plan CEQA compliance findings and recommendations, etc.); field survey of existing conditions; needs assessment, public outreach and community engagement; written report with recommendations for implementation, funding and maintenance; and development of Design Guidelines and Conceptual Designs for demonstration projects for implementation of green alleys projects. With the City's recently completed state-of-the-art recycled water system, the use of recycled water can be incorporated into the conceptual design and operations and maintenance plans created for the green alley projects.

Ultimately, the final deliverable will comprise a handbook and templates for proposed greening and placemaking enhancements that can be applied to alleys throughout the city. The Plan will help the City, planners, designers, business owners, and residents to conceptualize what a green alley could look like, the types of amenities it could offer, and how it relates and provides connection to the surrounding neighborhood and city at-large.

Approach to the Scope of Services

The following approach narrative generally follows the tasks outlined in the RFP, though many tasks will likely overlap or need adjustment as the project progresses.

Task 0 - Project Management (\$39,553.00)

The scope and complexity of this project will require a strong project management team and a responsive group of consultants who can operate at the highest levels of professionalism while still maintaining a high degree of flexibility and creativity.

As the prime consultant, SWA will lead this project and will endeavor to make sure all of our consultant team members dedicate the time and resources needed to produce deliverables at each milestone throughout the project. Should the project demand additional staff, our team is prepared to allocate internal resources on a timely and efficient basis.

Allocating time is just one aspect of our approach; the other is allocating the right people who have the sincere interest and commitment for projects in the public realm. To this point, we are extremely confident that we can deliver the time and the resources in making this project a reality.

Subconsultant Management

SWA and its subconsultant team will provide the expertise and leadership necessary to fulfill the expectations of the City, and the goals and objectives identified in previous phases of project development. As the prime consultant, SWA will be responsible for overseeing the work of all subconsultant team members. The professionals we have committed to this project offer unparalleled experience in the study, planning, design and construction of multi-purpose infrastructure projects that enhance the public realm. Each firm on the SWA team has proposed senior management/principal leadership to oversee their respective tasks, which will ensure the highest level of quality in delivery of services, design concepts, and reporting.

Our consultant team members all maintain full-time offices in southern California, which will enable SWA team principals, associates, and staff to maintain a strong dialogue and connection with local project stakeholders and the critical issues being discussed and disseminated on a daily basis.

Quality Assurance/Quality Control

In order to ensure quality control throughout the planning and design process, several factors are of prime importance. First, we consider decision making a continuous, interactive process with the client and the entire project team. We update the client at frequent progress meetings where we assist in setting agendas, frame required decisions, and maintain meeting notes on decisions and directions relevant to our work.

Communication is key, and we maintain a continuous and consistent communication structure through the project manager. Development of consensus is achieved through periodic meetings, clear definition of alternatives and the cost involved, and strict adherence to the project schedule.

The second factor is the use of timely, accurate project information and the use of available technology for information exchange with the City and the entire project team. Schedules and project budgets are continuously monitored and updated throughout the project.

The third factor is the involvement throughout the project of experienced principals and staff. An SWA principal oversees the SWA Project Manager, and is responsible for regular in-house review of all information and deliverables. In addition, senior principals throughout the firm periodically review all design and planning projects through peer review/charrette. Further, SWA maintains in-house, field construction personnel who review all landscape cost estimates and budgets. Our experience in controlling project labor and construction costs comes from our long history of working with cost conscious clients and construction managers.

Project Coordination Meetings

The SWA team will lead monthly project status meetings throughout the course of the project. The focus of these meetings will be to report and document status, discuss and identify any unforeseen issues, recommend action plans proposed to keep project on schedule and budget, and review any work products. At the City's request, we will lead additional status report meetings during key milestones and as necessary during the project (e.g., public workshops, presentations to City

Council, etc.).

Grant Management

Key SWA team subconsultant, Kestrel Consulting, will be responsible for preparing quarterly progress reports and coordinating with City Finance Department staff to complete the quarterly financial reports. We will keep the grant agency staff informed about the status of the project and any issues that arise, and ensure good relations. We will assist with modifications to the grant agreement, including an immediate time extension, and will submit deliverables. We will prepare the final project report and coordinate with City staff to ensure that proper records are kept for audit.

Kestrel will advise the SWA team to ensure that the Green Alleys Plan that is produced meets the requirements of the funding agency. To do this we will have discussions with Resources Agency staff, and make recommendations to the project team.

Earned Value Analysis

SWA maintains an internal system of checks and balances to insure the quality of finished products and to ensure that client expectations are met at every phase of a project—from concept to punch list. Every project is assigned a Principal-in-Charge whose primary responsibility is to provide overall leadership and experience. SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract.

From project inception through completion, SWA will maintain open communication with the City to ensure the project team meet all milestones and deliverables on-time, and within budget. At project kick-off, we will consult the City's Project Manager to verify schedule and budget, and to identify metrics for assessing work progress throughout the life of the project. SWA invoices clients for work completed to-date on a monthly basis, or at specified project milestones (e.g., 50% concept design report/presentation).

SWA employs a number of software systems to ensure high quality project management and project controls, including Primavera. This program can be used to assess earned value analysis through developing a comprehensive Work Breakdown Structure (WBS), baseline schedule and budget, and metrics for evaluating specific features of the work (e.g., hours billed per task, rates charged for personnel, etc.).

Task 1 - Preliminary Investigations (\$41,213.00)

Upon notice-to-proceed, the SWA team will conduct preliminary investigations to form an understanding of greening and ‘placemaking’—or programming—strategies that can be implemented in different types of alleys, and in different neighborhoods/districts.

Project Kick-off Meeting

We will organize and attend a kick-off meeting with City of Oxnard staff to: introduce our team; discuss the general range of opportunities and expectations; review and refine scope and schedule; and set up procedures for communication. Key personnel from the SWA team visit the project area to clarify field conditions and limits of work. This initial meeting/site visit will give everyone a chance to start on the same page with a meaningful exchange of expectations and concerns.

At this time, the City will brief the SWA team on:

- Programming and design vision for the Green Alleys Plan based on outreach and planning conducted to-date;
- Challenges, constraints and opportunities;
- Operations and maintenance goals/objectives; and,
- Clarification of project phases/task durations, expected deliverables and milestones.
- Also at project kick-off, we will work with the City to finalize the meeting schedule, and to finalize the deliverables schedule.
- Meeting minutes will be prepared for kick-off and all design phase meetings, and submitted to the appropriate attendees.

Data Gathering

Prior to commencing field surveys and site analysis and evaluation, the SWA team will familiarize itself with available GIS data provided by the City, and perform a peer review on all relevant studies, including but not limited to the following:

- 2030 General Plan
- Bicycle and Pedestrian Facilities Master Plan

- Regional Stormwater and Watershed Enhancement Plans
- Urban Water Management Plan and Water Conservation Master Plan
- Clean Ocean Gardens Program
- Graffiti Action Program
- Green Sustainability Programs
- Neighborhood improvement plans

Additional reports we will reference, as appropriate, include but are not limited to:

- Oxnard Downtown District Plan
- Ventura County Regional Bikeways Plan
- Oxnard-Camarillo and Oxnard-Ventura Greenbelt Agreements
- Save Open Space and Agricultural Resources Initiatives
- Ventura Countywide NPDES Stormwater Quality Management Plan

Field Surveys

Through field survey, we will obtain initial photographic coverage of existing site conditions to supplement existing available imagery; topographical maps; plans; study area reports (environmental, geotechnical, land use, etc.); and utility information.

Site Analysis and Evaluation

The purpose of this step is to gain an understanding of how alleys relate to and can work with surrounding contexts, to develop a network of alleys, streets and adjacent community resources (e.g., vacant lots, parks, schools, etc.). Based on the results of the data gathering and field surveys, our team will document and evaluate existing environmental site conditions to identify preliminary design challenges and opportunities to be further studied in subsequent tasks. In so doing, we will be prepared to answer the myriad questions posed in the subsequent needs assessment, public outreach, and plan development tasks.

Task 2 - Needs Assessment (\$38,195.00)

The SWA team will review previous studies and planning reports, and conduct hands-on outreach with community and stakeholder groups, further described in the next two sections. Given the extent of work already completed in support of the Green Alleys Plan, we will consider existing resources and plans such as the 2030 General Plan, the Bicycle and Pedestrian Facilities Master Plan, Regional Stormwater and Watershed Enhancement Plans, Urban Water Management Plan and Water Conservation Master Plan, Clean Ocean Gardens Program, Graffiti Action Program, Green Sustainability Program, and neighborhood improvement plans, as appropriate.

We will create a matrix to illustrate the needs, actions, and expected outcomes of implementing actions, based on data gathered in Task 1, and utilizing best practices established by previous similar studies, such as the *LA's Green Streets and Green Alleys Design Guidelines and Standards*. The table below presents a preliminary understanding of the needs, potential solutions, and anticipated results.

Project Need	Plan Element Solution	How Element Supports Plan Implementation
Loss of stormwater/increased drought frequency and duration	Vegetated shallow planters and bio-swales	Captures and retains stormwater and urban runoff; reduces volume of polluted stormwater; reduces urban heat island effect; and increases carbon storage.
Lack of access to fresh fruits and vegetables	Community gardens and urban agriculture	Reduces impervious surfaces and resulting urban heat island effect; improves soil makeup; and decreases GHG emissions associated with the long distance transport of food. Improves public access to healthy lifestyle choices.

Unappealing aesthetic of underutilized/blighted alleys/ROWs	Street trees and alley landscaping	Improves air quality; reduces urban heat island effect; and increases carbon storage. Increases safety and security for pedestrians/cyclists.
Deficient paved surfaces/crumbling infrastructure	Pervious pavement and infiltration trenches	Reduces urban heat island effect; reduces volume of polluted stormwater flowing into waterways; and controls channel forming (erosion) and high-efficiency flood events.
Alternative transportation infrastructure / safe routes to schools	Enhanced multi-purpose infrastructure based on complete streets principles	Increases number of bike and pedestrian trips, in turn reducing vehicle trips and GHG emissions. Increases safety and security for pedestrians/cyclists.
Shortage of available water for irrigation/agriculture	Irrigating with recycled water	Reduces energy use and carbon emissions; lowers operations and maintenance expenses.

Planning Committee and Advisory Group

The SWA team will work with the Planning Committee and Advisory Group to establish goals and objectives for the Green Alley Plan. Throughout the duration of the project, the SWA team will engage the Planning Committee and Advisory Group to ensure that the Green Alleys Plan is coordinated with recently completed and ongoing planning efforts, and that it also leverages the previous investments of involved organizations and City resources. The Planning Committee and Advisory Group will help identify and address potential conflicts as well as opportunities for synergies between the Plan and other relevant plans, policies and procedures.

The Planning Committee and Advisory Group will include senior staff from the Public Works Department, Planning Division of the Development Services Department, Finance Department, City Wide Enhancement Program, and Neighborhood Services. The Planning Committee will also include representatives from the Recreation and Community Services Department and Environmental Resources Division of the Public Works Department to help ensure that existing frameworks for maintenance and trash/recycling collection are considered.

Members of the Planning Committee and Advisory Group will also include representatives from numerous partner organizations and agencies, including but not limited to the following:

- Ventura County Health Care Agency, Public Health Division
- County of Ventura Watershed Protection District
- Watershed Coalition of Ventura County
- Ventura County Transportation Commission (GoVentura)
- Healthy Ventura County
- Central Coast Alliance United for a Sustainable Economy (CAUSE)
- Oxnard ALLIANCE for Community Strength
- Graffiti Task Force
- Neighborhood Councils
- Schools
- Businesses
- Homeowners' associations

Needs Assessment

The Needs Assessment task will be critical to the success of developing the Green Alleys Plan. In this task, the SWA team will work with the City and Planning Committee to:

- Prioritize appropriate greening strategies (e.g., environmental enhancements, landscaping and hydrological systems integration, urban agricultural opportunities, etc.;

- Identify factors that will inform ‘placemaking’ opportunities (e.g., character/density of surrounding neighborhood, connections to other transit modes, planned/future development on adjacent/nearby properties, etc.); and,
- Synthesize analysis to identify several alleys within a neighborhood that share similar characteristics, and recommend the most appropriate greening and placemaking solutions for each.

Task 3 - Public Outreach and Community Engagement (\$15,113.00)

We believe that designers should guide collaboration rather than impose solutions. We replace the traditional notion of authorship: “I created this object,” with a new one: “We nurtured this process.”

For the Oxnard Green Alleys Plan, the SWA team will work closely with the City and involved organizations to create opportunities where everyone can voice their opinions in a safe and productive environment—from public workshops open to all interested community members, homeowners’ associations, local organizations and businesses, and Neighborhood Councils; surveys available at locations (in print) and electronically; and a website or Facebook page containing all of the project information, planning issues, ideas, and feedback opportunities.

The public outreach and community engagement program will seek to clarify and deepen community involvement. Good communication is the key to a successful project; many of our staff are bilingual Spanish/English, Russian/English, Mandarin/English, etc. This will promote maximum participation in which all stakeholders can discuss ideas and information, and find resolution for any challenges encountered during the project. The public outreach program will become the campaign for community-wide endorsement and commitment necessary for implementation of the plan.

Task 4 - Develop Green Alleys Plan (\$66,436.00)

After compiling the results of the preliminary investigations, needs assessment and public outreach tasks, the SWA team will meet with the Planning Committee to review findings and identify areas for further study in the course of developing the Green Alleys Plan. The Draft Plan will include an executive summary of the results of Tasks 1 and 2, along with draft recommendations for demonstration project candidate sites. The Plan will be designed to be user-friendly and will

include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

Fundamental to the vision for the green alleys are design goals that encourage:

- Enhanced pedestrian experience: reinforcing the human scale element
- Restoration of ecological performance to mitigate environmental impacts (incorporating LID strategies and drought-tolerant landscaping)
- Improved alternative transportation options(e.g., walking, bicycling, etc.)
- Safety and security 24/7
- Investment opportunities and synergies
- Response to and reflection of the community

The Green Alleys Plan will be consistent with the state's planning policies in order to preserve and enhance natural ecological and environmental systems; provide healthy lifestyle options for residents in terms of urban agriculture and active transportation; and promote efficient, equitable and sustainable in-fill development.

With this in mind, we will propose incorporation of Low Impact Development (LID) Best Management Practices (BMPs) that promote the use of natural or engineered systems in priority order for infiltration, capture and use, high efficiency bio-filtration or retention system including evapotranspiration, or a combination thereof. In particular, the Green Alleys Plan will focus on identifying projects and policies to better manage stormwater run-off and mitigate heat island effects by use of porous pavements, landscaping, shade tree enhancement and other greening activities in densely developed areas. When implemented, these elements will reduce greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006.

The plan will include a Plant Palette and give detailed information on best management practices (BMPs) for bioswales, pervious and impervious pavement maintenance, street trees maintenance and health, water quality improvements, and stormwater management, as well as estimated construction costs for demonstration projects, such as community gardens, shade structures and passive recreational programming, active transportation infrastructure improvements, etc.

Written Report

At the culmination of the project, the SWA team will submit a written report to the City that integrates the findings and deliverables of all tasks. The written report will include appropriate maps, illustrations, graphics, photos, concept design drawings, and narrative to support recommendations.

The report will address the suitability of candidate sites, or groupings of candidate alleys that share similar characteristics, as well as the feasibility for implementation of projects (including potential environmental impacts identified). The report will be based upon verifiable data and contain sufficient information and analysis so that a determination may be made on elements including designs, technical feasibility, community impact, funding analysis, inter-agency coordination requirements, and environmental issues.

The report will also identify any financial projections and any other facility or design-related factors which might affect the successful implementation of the project. The report will further identify and estimate project development and operating costs, and specify the level of accuracy of these estimates and the assumptions on which these estimates have been based.

Design Guidelines

Also in this task, SWA will create Design Guidelines for green alley projects, drawing upon existing standards and research; feedback from the public, Planning Committee and Advisory Group; and in consultation with our engineering and environmental consultant team members. The Design Guidelines will be developed to function as a handbook for the City, organizations, and residents that wish to implement a green alley project.

Specific elements we will consider include, but are not limited to:

- Bike and Pedestrian Facilities engineering and specifications
- Transportation Network Connectivity and Universal Accessibility (ADA compliance)
- Landscapes and Hardscapes
- Signage/ Wayfinding and Lighting
- Fixtures, Furnishings and Equipment

In addition, the guidelines will present BMPs including, but not limited to, the following:

- Tree planting guidelines and recommendations for tree/plant care
- Vegetated and non-vegetated retention and detention areas
- Water quality treatment techniques such as bioswales or filtration devices
- Infiltration trenches, basins and dry wells
- Stormwater curb extensions and curb inlets
- Pervious paving materials
- Pavement coloring/reflective surfaces
- Smart irrigation techniques
- Educational/interpretive signage and wayfinding opportunities

We will submit the Draft Design Guidelines and Draft Green Alley Plan to the City Wide Enhancement Program for input and review. After incorporating comments, we will submit the Final Design Guidelines and Draft Green Alley Plan to the City's project manager for final review and approval.

Task 5 - Concept Designs for Demonstration Projects (\$39,653.00)

SWA's collaborative design process is based on a "good, better, best" approach, wherein we will present preliminary design concepts that satisfy project goals and objectives along with proposed design solutions to address challenges and capitalize on opportunities for enhancement. Ultimately, our collaborative design process will result in a well-designed and programmed open space that support long-term operations and maintenance.

Following public review and City Council approval of the Green Alleys Plan, the SWA team will meet with the Planning Committee to identify two to four sites for implementation of green alley projects. SWA designers will develop context-sensitive visuals to illustrate select greening and placemaking strategies to assist the City, Planning Committee and Advisory Group to understand the Concept Designs and associated implementation costs.

Emphasis will be placed on greening alleys in neighborhoods that have the most concrete/fewest trees and are most heavily trafficked by pedestrians and bicyclists. Emphasis will also be placed on economically disadvantaged communities that can benefit most from increased quality of life, enhanced bicycle and pedestrian connectivity and safety, and reduced crime and blight.

Deliverables:

Concept boards to include narratives, images, and photographs that capture the essence of each green alley project and reinforce the project vision – reference and character pages that convey the design vision for the demonstration project;

- One (1) to two (2) perspective renderings for each demonstration project
- Draft Plant Palette booklet listing proposed plant materials by use and type;
- Narrative describing site issues related to utilities, grading, and stormwater management, as well as the proposed landscaping materials, finishes, planting, and other elements to be used; and,
- Preliminary construction budget cost estimate for each demonstration project.

Presentations

The final Draft Plan and written report will be submitted for public review. The completed Green Alleys Plan will be presented to the Oxnard City Council for input and adoption. The Plan will include illustrative materials (e.g., tables/charts, graphics, renderings, cross-sections, etc.) to effectively communicate content.

Working with an established handbook for Green Alleys, the City will not only enhance the overall quality of life for all community members, but also enable the City's public realm to serve as a model for cities and towns throughout the region and state.

Task 6 - Plan Implementation (\$9,823.00)

The SWA team will analyze funding and implementation strategies to identify ways that the community can remain engaged in the implementation, and long-term operations and maintenance of green alley projects. Strategies may include community/neighborhood adoption programs, creation of neighborhood-scale landscape assessment districts, collaboration with youth and

school programs—such as the City Corps’ Townkeepers—to provide mentoring and leadership training, and partnerships with local organizations devoted to improving the quality of life in the region.

Of particular importance will be issues related to project permitting and mitigating impacts to operations during construction. Supporting SWA in this effort will be Penfield and Smith, whose engineers will draw on their extensive knowledge of the City street network and past experience with construction of major capital improvement projects in Oxnard to review demonstration project programming and design concepts, and will advise the project team regarding potential impacts, as well as potential ways to mitigate these impacts. These could include:

- Alteration of design concept
- Innovative construction methods
- Development of off-site contractor staging areas.
- Phased construction
- Work hour restrictions
- Multi-modal detours
- Public outreach programs
- Temporary private parking agreements or creation/restoration of on-street parking
- Emergency service personnel coordination
- Mail delivery coordination
- Trash service coordination
- Street sweeping coordination

Funding Recommendations

Kestrel will work with SWA to identify funding sources for implementation of green alleys demonstration projects. We will evaluate grants, loans and partnerships with community organizations, schools and businesses. Funding sources may include gas taxes, water quality and park bonds, intergovernmental grants, general fund resources, or through neighborhood

assessment districts created to operate and maintain the green alleys.

Our work will include discussions with Resources Agency staff concerning implementation funding. We will work with City staff to evaluate the structure of the existing neighborhood assessment districts. We will share information about planned stormwater improvements with the Watershed Protection District, and seek collaboration on funding strategies.

Kestrel will produce a summary report for inclusion in the Green Alleys Plan.

Coordination with Partners for Implementation

The Green Alleys Plan encompasses many City government functions including planning, public works, solid waste collection and stormwater management, finance, traffic management, parks, public safety, fire protection, and neighborhood services. A successful planning effort will require coordination with all of the City departments responsible for overseeing these services, as well as the numerous organizations and institutional partners who will be responsible for the implementation of green alleys projects.

The SWA team will provide regular updates to key stakeholders via phone, meetings and email, and sharing information from these stakeholders with the City. We will prepare a staff report and slide presentation for Public Works staff to present to the City Council, to update them on the planning effort. We will help to coordinate the planning team meetings and help to ensure that key people get involved at the right time.

Task 7 - CEQA Documentation (\$30,655.00)

The SWA team will coordinate with the Planning Committee to make sure the Green Alleys Plan is compatible with the 2030 General Plan, and other recent and ongoing planning efforts. While we will make every effort in the early stages of the project to avoid sites that pose complex environmental challenges, there may exist some project sites that would require environmental review. Our team CEQA specialist, Rincon Consultants, will prepare any necessary environmental documentation to support project implementation (e.g., Categorical Exemption, Negative Declaration, Mitigated Negative Declaration, etc.).

SWA Commitment to the Project

Our proposed principal leadership, led by SWA Managing Principal Ying-Yu Hung—with critical support provided by Kestrel’s Monica Reid—are prepared to provide the expertise and leadership that will fulfill the expectations of the Project Team in making this vision a reality. Interfacing directly with the City, Planning Committee and Advisory Group, and community members, the SWA team will coordinate any necessary logistical challenges related to the project approach and methodology for delivering a quality project on time and on budget.

EXHIBIT B
SCHEDULE OF SERVICES

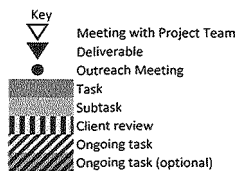
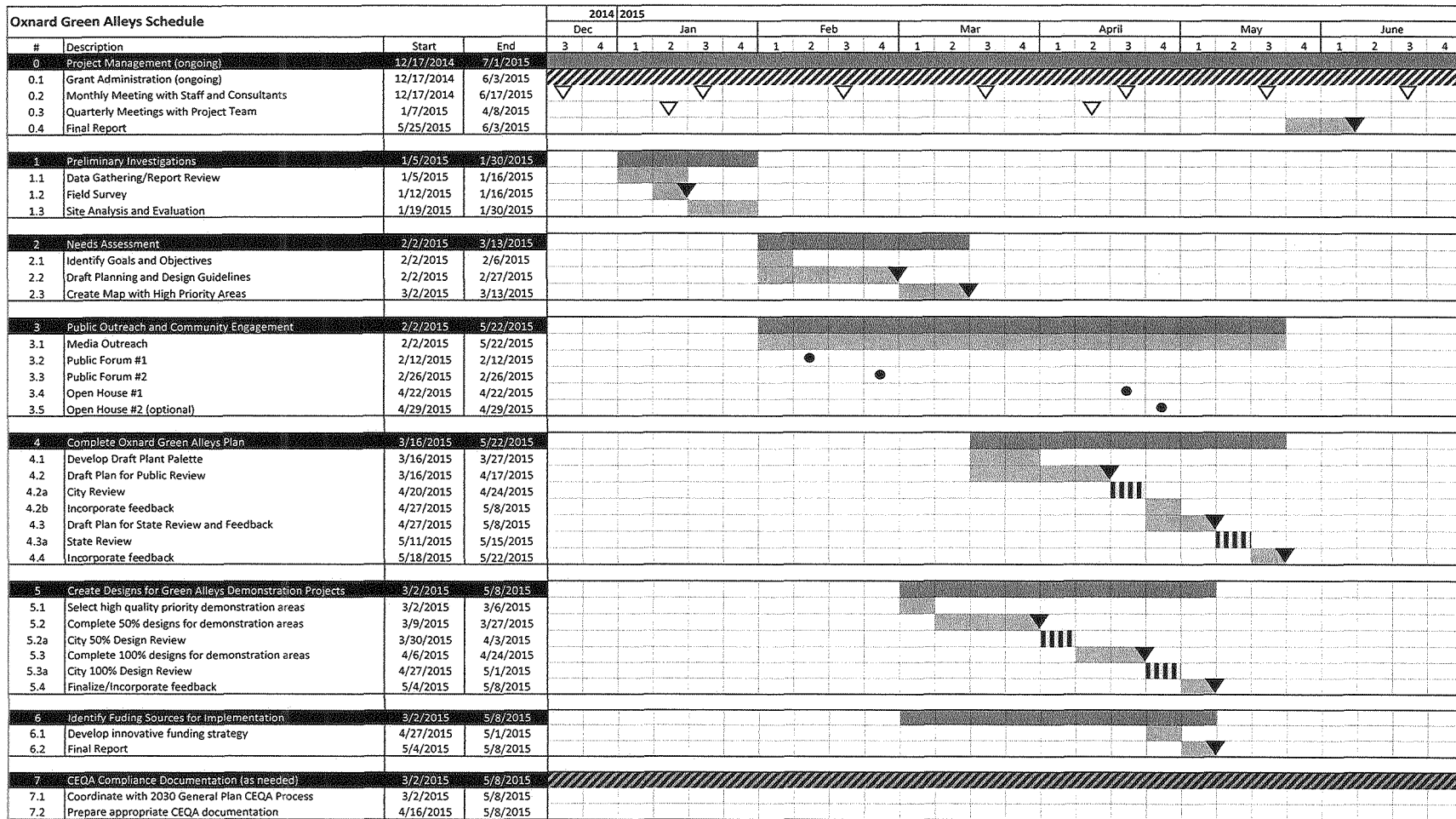


EXHIBIT C

COMPENSATION RATES

Task	SWA Landscape Architecture	Kestrel Grant Administration	P&S Civil/Traffic/Hydro	Rincon CEQA	Cumming Cost Estimating
Task 0: Project Management	\$26,169	\$4,534	\$6,370	\$1,800	\$680
Task 1: Preliminary Investigations	\$22,623		\$16,850	\$1,740	
Task 2: Conduct Needs Assessment	\$26,135		\$10,320	\$1,740	
Task 3: Public Outreach and Community Engagement	\$12,069	\$3,044		-	
Task 4: Complete Green Alleys Plan	\$55,754	\$5,392	\$5,290		
Task 5: Create Designs for Demonstration Projects (2 concepts)	\$30,688	-	\$6,245		\$2,720
Task 6: Identify Funding Sources for Implementation	\$4,235	\$5,588			
Subtotal by firm:	\$177,673	\$18,558	\$45,075	\$5,280	\$3,400

SWA Team Total Fees: \$249,986
 SWA Team Estimated Reimbursable Costs: \$24,999

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ Claims Made☐ COMPREHENSIVE GENERAL LIABILITY

Retroactive Date _____

☐ OWNERS & CONTRACTORS PROTECTIVE☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: (____) _____

Date Signed: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____

