

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
May 5, 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 4 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: Proclamation Designating May as National Foster Care Awareness Month.

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.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)

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

General Services Department

2. SUBJECT: First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge Landscape Maintenance Services. (005)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. (6565-14-CM) in the amount of \$143,460 for the purpose of providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Tradewinds Drive. The total agreement amount will be \$286,920.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

Recreation and Community Services Department

3. SUBJECT: Recognize Revenue and Appropriate Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2015/2016. (027)

RECOMMENDATION: 1) Recognize revenue in the amount of \$67,777 and appropriate matching funds for the Retired and Senior Volunteer Program grant; and 2) Authorize the City Manager or designee to execute grant agreements, and the Chief Financial Officer or designee to submit financial reports and grant claims for the grant.

Legislative Body: CC

Contact: Terrel Harrison

Phone: 385-7995

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Utilities Department

4. SUBJECT: Agreement for Trade Services with Ecology Auto Parts, Incorporated for Supplemental Transfer Hauling Services. (031)
RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement for Trade Services with Ecology Auto Parts, Incorporated (Ecology) (A-7766) for Supplemental Waste Transfer Hauling Services for one year with an option to renew for two (2) consecutive (1) one-year terms at a cost for the first term of \$650,000 with a not-to-exceed total of \$1,950,000.
Legislative Body: CC Contact: Todd Housley Phone: 385-7957
5. SUBJECT: Second Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station. (055)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to Agreement for Trade Services with Select Staffing (A-7632) to increase the amount by \$400,000 to a not-to-exceed amount of \$2,400,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).
Legislative Body: CC Contact: Todd Housley Phone: 385-7957

J. PUBLIC HEARINGS – 6:15 P.M.Housing Department

1. SUBJECT: Regional Analysis of Impediments to Fair Housing Choice. (063)
RECOMMENDATION: 1) Conduct a Public Hearing to receive comments concerning the proposed 2015 Regional Analysis of Impediments to Fair Housing Choice (AI); 2) Direct the Fair Housing Officer to prepare an analysis of those recommendations set forth in the AI which may require subsequent Council action; and 3) Adopt a resolution approving the AI.
Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

K. APPOINTMENT ITEMS - 7:00 P.M.Community Development Department

1. SUBJECT: Verbal Presentation on the Long Range Property Management Plan, a Disposition Strategy of Oxnard Community Development Commission Successor Agency Owned Properties.
RECOMMENDATION: Receive and consider report.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

L. REPORTSFire Department

1. SUBJECT: Verbal Report on Evacuation Procedures for the City of Oxnard in the Event of a Major Emergency.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

Utilities' Department

2. SUBJECT: Resolution Adopting Amended and New Mandatory Water Conservation Measures. (073)

RECOMMENDATION: Adopt a Resolution rescinding Resolution 14,682 and adopting new mandatory water conservation measures.

Legislative Body: CC

Contact: Linda Poksay

Phone: 385-8303

M. 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.

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

O. 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.

P. 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.

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**

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

Name of case: Edmund Sotelo v. City of Oxnard, United States District Court,
Case No. CV13-6039 FMO(MRWx)

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 for the City Council to confer with its legal counsel regarding the pending litigation when discussion in open session would prejudice the position of the City in the litigation.

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

Name of case: California Public Utilities Commission Application 14-11-016

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 for the City Council to confer with its legal counsel regarding the Application of Southern California Edison Company (U338E) for Approval of the Results of its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area.

R. ADJOURNMENT



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 ManagerAgenda Item No. I-1Reviewed By: City Manager GM City Attorney SMF Finance SP Other (Specify) _____**DATE:** April 27, 2015**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 05/05/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	Finance - Administration Dave Millican	Renewal of Financial Transparency Web Application Socrata provides a hosted web environment to which the City can upload data from various City sources for use by the public. Once uploaded, the data can be easily accessed through the City's website and directly at data.oxnard.org. Users are able to search, sort and filter the data, and can also download the data to their computers as a Microsoft Excel file for further analysis and reporting. This vendor was selected by the Chief Financial Officer in 2014. In order to provide for continuity in services, staff is recommending a 1-year extension to the agreement. Staff will conduct a RFP before the expiration of this agreement to explore other financial disclosure solutions. The attached amendment extends the agreement through June 2016 and adds an additional \$23,213 for these services. Total Contract Amount: \$47,199 FundingSource: General Fund	\$23,213
B	Amendment	Police Randy Latimer	Second Amendment to Agreement to provide Pre-Employment Background Services for the Police Dept. Police is requesting to enter into a Second Amendment with Summit Security Services Inc. This Second Amendment will extend the agreement's termination date to May 1, 2016. A new RFP process will be opened prior to the expiration of this amendment. Summit Security Services Inc. was selected to provide Pre-Employment Background Services for the Police Department through an RFP process in January of 2014. Total Contract Amount: \$240,000 FundingSource: General Fund	\$90,000

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City Manager Contract List for 05/05/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C Amendment	Utilities Daniel Rydberg	Carollo Engineers, Inc. Agreement No. A-7714	Agreement for Local Limits Testing Services Provide additional local limits testing services and installation of flow meters in three trunk lines. In addition consultant will provide additional calculations for local limits as a result of the Advanced Water Purification Facility (AWPF) coming on-line and analysis of the impact study on local businesses resulting from the additional information. As a part of this Amendment, the Consultant has been asked to prepare a mass balance across the AWPF and a technical memorandum to present the summary of the sampling program, the findings of the mass balance, and projections of future National Pollutant Discharge Elimination System (NPDES) permit compliance when the concentrate flows increase. A Request for Proposals was issued on February 10, 2014, and was sent to eleven firms, advertised on the City's Website, and in the local newspaper. Three consulting firms submitted proposals. The selection panel reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the Scope of Work, Staffing Plan, Experience and Past Performance, Local Understanding and Experience and Schedule. Of the three firms, Carollo Engineers, Inc. was selected as the most qualified to perform the work. Total Contract Amount: \$635,893 FundingSource: Wastewater Treatment Operating Funds	\$160,790
3	385-7682	Amendment 1		
D Purchase Order	Fire Darwin Base	AllStar Fire Equipment Purchase Order No.	Safety equipment purchase Replace 20 sets of Personal Protective Equipment (PPE) that have reached / exceeded service life. Replacement of PPE is scheduled on a yearly basis because they wear out and expire per manufacturer specifications. This equipment is essential for performing the daily functions of firefighting. Four quotes were obtained and the lowest bidder, AllStar, was selected. Total Contract Amount: \$48,436 FundingSource: General Fund	\$48,436
	385-7704			

ATTACHMENT
PAGE 2 OF 2

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

Prepared By: Sergio Cervantes *SC*Agenda Item No. I-2Reviewed By: City Manager *JM*City Attorney *JAR*Finance *D*

Other _____

DATE: April 15, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MH***SUBJECT:** First Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge Landscape Maintenance Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement for Trade Services (No. 6565-14-CM) with Natural Green Landscape, Inc. in the amount of \$143,460 per year for the purpose of providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive. The total agreement amount will be \$286,920.

DISCUSSION

CFD No. 4 (Seabridge) has landscaping improvements along streets and public walkways that add value and enhance the aesthetic qualities of the district. All parcels within CFD No. 4 are assessed for the annual cost of maintenance.

On January 21, 2014, a three year Request for Bid (RFB) was issued to seven vendors. Three vendors submitted bids. Natural Green Landscape, Inc was the lowest responsive bidder. A Trade Services Agreement was issued to them on March 24, 2014 for \$143,460 per year. The Agreement allows for two amendments and each amendment is for a period of one year. This is the first year of the two amendments.

FINANCIAL IMPACT

The cost for maintenance will be paid from CFD #4 account number 173-5702-805-8209.

The recommendation will result in the City's ability to provide landscaping services in the District at no cost impact to the General Fund.

MH/es

Attachment #1 - First Amendment
#2 - Original Agreement

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of February, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Natural Green Landscape, Inc. ("Contractor"). This First Amendment amends the Agreement entered into on March 24, 2014, by City and Contractor.

City and Contractor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor

Gilbert Zaragoza, Jr., Executive Manager

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO CONTENT:

Sergio Cervantes, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. 6565-14-CM

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 24th of March, 2014, by and between the City of Oxnard ("City") and Natural Green Landscape, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance in Seabridge as described in the Specifications for Contract Landscape Maintenance for Landscape Assessment Districts ("the Specifications"), as set out in Exhibit A, attached hereto and incorporated herein.

2. Vendor shall provide such services according to the following schedule stated in the Specifications. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2014, and shall end on June 30, 2015. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials. City, in its sole discretion, may renew this Agreement for a second year (July 1, 2015 through June 30, 2016). City, in its sole discretion, may also renew this Agreement for a third year (July 1, 2016 through June 30, 2017).

4. City shall pay Vendor \$11,955.00 per month. City shall pay Vendor within 30 days of receipt and approval of an invoice from Vendor for actual work performed in the prior month.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the

City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency 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 from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: Natural Green Landscape, Inc., 635 Foxglove Place, Oxnard, CA 93036, Attention: Gilbert Zaragoza, Jr. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, 1060 Pacific Avenue, Building 3, Oxnard, CA 93030, Attention: Sergio Cervantes.

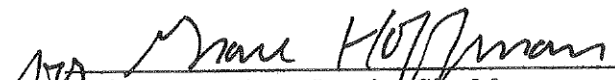
13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor 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.

CITY OF OXNARD

VENDOR


Karen R. Burnham, Interim City Manager


Gilbert Zaragoza, J., Executive Manager

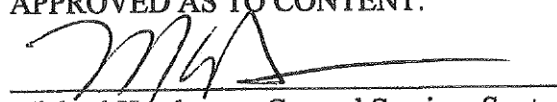
APPROVED AS TO FORM:

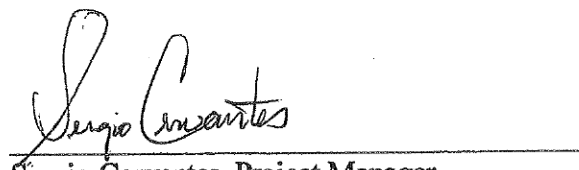
APPROVED AS TO INSURANCE:


Stephen M. Fischer, Interim City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, General Services Supt.


Sergio Cervantes, Project Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1
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7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
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EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

Exhibit A

CONTACT PERSONNEL

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor
City of Oxnard
General Services/Landscape Maintenance District
1060 Pacific Avenue, Bldg. 3
Oxnard, California 93030
(805) 385-7950

**SPECIFICATIONS FOR CONTRACT LANDSCAPE MAINTENANCE
FOR LANDSCAPE ASSESSMENT DISTRICTS**

I. GENERAL CONDITIONS

A. Scope of Work:

Contractor shall furnish all horticultural materials, supervision, labor, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce:

Contractor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents. Contractor shall provide as necessary a translator in the event the City's ability to communicate with the contractor's field representatives is impeded.

Contractor must pay the current Living Wage per City's Living Wage Policy adopted by the City Council on July 9, 2002, and must submit certified payroll to the City to ensure compliance periodically or as requested.

C. Materials:

All materials shall conform to bid specifications. Contractor will meet all agricultural licensing and reporting requirements.

D. Licenses and Permits:

Contractor shall maintain a State Landscape Contractor's license (C-27). Contractor shall comply with City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.

E. Taxes:

Contractor agrees to pay all applicable taxes, including sales tax on material supplied where applicable.

F. Notice of Defect:

City shall give Contractor 48 hours to correct any problem or defect discovered in the performance of work required under this contract. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

G. Interference:

Contractor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules:

All work schedules of the contractor shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the General Services Superintendent or his representative and may be modified at any time by him. The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement:

The contractor shall be fully responsible for any and all damage done to City and private property that resulted from the contractor's operations or negligence. This shall include the following but not limited to: repairs or replacements of structures and other improvements; and the repair, removal and replacement, at contractor's expense, of shrubs, trees, vines, turf grass and groundcover including landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (broken glass or other such debris). All trimmings, litter and debris shall be removed and disposed of off-site at the contractor's expense. Litter/debris pick up and removal shall be done on a daily basis or as needed and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the General Services Superintendent or his representative quarterly in January, April, July and October. The City reserves the right to require contractor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the contractor.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. The systems must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the General Services Superintendent or his representative. All other irrigation replacement shall be subject to approval by the General Services Superintendent or his representative. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Contractor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the contractor's expense. All irrigation controllers shall be turned off during periods of rain by the contractor and to be turned back on and reprogrammed at the end of a rainy period.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (i.e., July, September, November, January, March, May) or a schedule to be approved by the General Services Superintendent or his representative. All shrubbery and groundcover shall be fertilized three times a year (i.e., October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into

the soil. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of the application by the contractor. Such notification will be subject to approval by the General Services Superintendent or his representative.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the General Services Superintendent or his representative. Contractor may be required to deviate from this schedule upon written notification by General Services Superintendent or his representative.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets as needed, by installing eight holes around the palm trees, 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year in April, six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification:

The contractor shall be responsible for soil aerification for all turf grass area two times per year, on October and May. Aerification shall be done with a power-driven aerifier using 1/2-inch coring line. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the contractor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application:

The contractor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. The contractor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Contractor will be

responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the General Services Superintendent or his representative prior to application. The contractor shall notify the General Services Superintendent or his representative three days prior to application of pesticides. Upon completion of the application, the contractor shall submit to the General Services Superintendent or his representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

G. Kikuyu Abatement Program:

A Kikuyu Abatement Program shall be established by the contractor in accordance with guidelines set forth by the U.C.R. Coop Extension Program. Contact Jim Downer, telephone no. 645-1458.

H. Weed Control:

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, a minimum of twice a year in the fall and spring and with a product to be approved by the General Services Superintendent or his representative. All shrub bed and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually or with chemicals as approved by the General Services Superintendent or his representative.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the General Services Superintendent or his representative.

I. Vertebrate Control:

Gophers problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the General Services Superintendent for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs and Groundcovers:

The contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the General Services Superintendent or his representative. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or

injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the General Services Superintendent or his representative. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf:

The contractor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by a Park representative. Mowing shall occur once a week. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the General Services Superintendent or his representative. The contractor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by General Services Superintendent or his representative.

L. Tree Maintenance:

The contractor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

However, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the General Services Superintendent or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

The contractor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per Plate 836. The contractor shall follow the attached tree staking detail (Attachment 1). The contractor shall remove or loosen any and all tree stakes

and/or ties before damage to the trunk is caused by girdling. The contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

The contractor shall be responsible for all current and future trees planted.

M. Restrooms, Playgrounds and Exercise Stations:

If applicable to the district: Contractor must supply all labor to maintain restrooms, play structures and exercise stations on a daily basis.

The restrooms must be inspected and maintained twice daily. The play structures and exercise stations must be inspected daily to ensure its good and safe operating condition. Any corrective action must be brought up to the City's attention in a timely manner. The contractor shall also submit daily inspection logs periodically.

N. Benches, Picnic Tables, Trash Receptacles, Etc.:

Contractor must maintain all benches, picnic tables and trash receptacles on a daily basis to keep them in good appearance and operating condition. The trash receptacles must be emptied twice a week or as needed.

O. Landscape Replacement:

Landscape areas which fail to perform well and which are not the result of the contractor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the General Services Superintendent or his representative for review and authorization for replanting. When authorized by the General Services Superintendent or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a time and material basis.

P. Electrical System Lighting:

The contractor shall be responsible for the electrical lighting and shall take corrective action whenever damage or failure occurs to any lighting fixtures, luminaire, ballast, or bulb located on the premises of the work site. Contractor must keep a clean appearance on all light fixtures including touch up paint on a

weekly basis. Corrective action shall include but not be limited to graffiti removal, or replacing damaged or worn elements. All lights and timers shall be inspected on a weekly basis, and no interval between inspections shall exceed seven days. After notification of a problem, corrective action shall take place within 24 hours of notification.

Q. Vandalism, Theft and Graffiti:

The City will be responsible for electrical materials; the contractor shall include all labor costs for repairs within this contract. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, all walls and signs, backflow devices, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

The contractor shall be responsible for all labor repair within 48 hours to remove, replace or otherwise correct items affected by vandalism and theft. The contractor shall be responsible to provide all labor and material to remove graffiti within 24 hours of notification.

R. Weather Damage:

The contractor shall correct and repair all weather damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

S. Water and Electrical Costs:

The City shall be responsible for paying all water and electrical costs at the site. However, contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

T. Inspections:

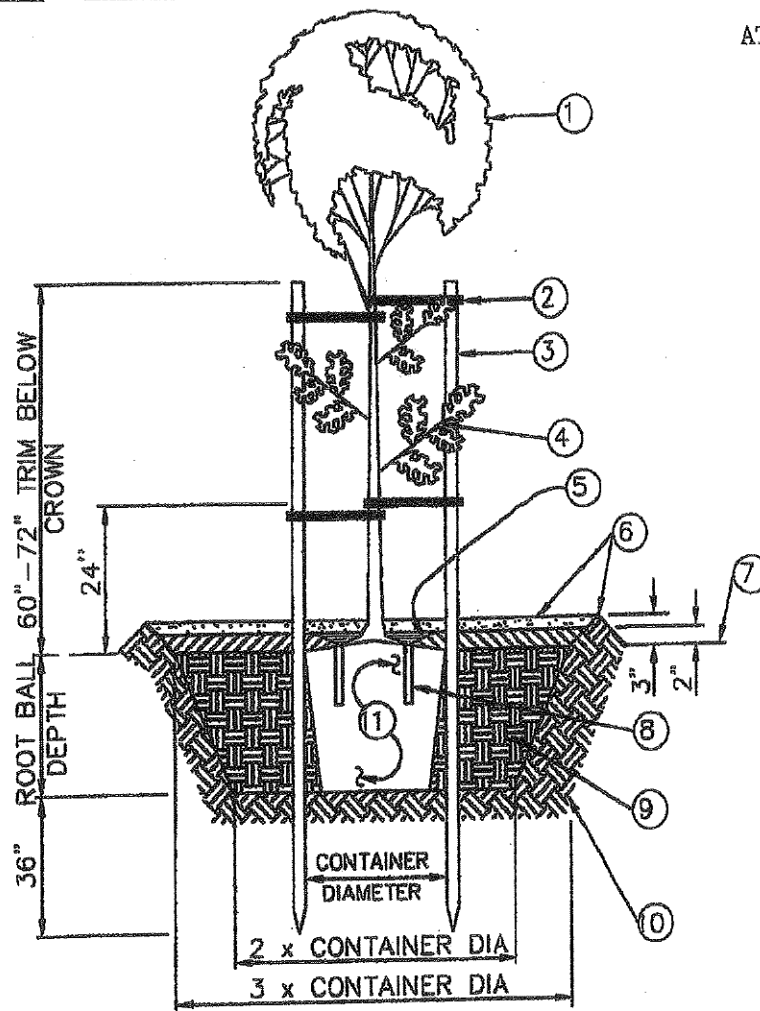
Contractor or representative shall be available to perform regular inspections of the Assessment District with the General Service Superintendent or his representative. Inspections shall occur once per month at an agreed upon time.

U. Response and Inquiries:

The contractor shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 24-hour basis seven days a week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

V. Warranties:

Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4--REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS REQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE
/or equal
per manuf. req.
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL

NOTES:

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.

**TREE PLANTING (STAKING)**

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR. L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

ATTACHMENT 2
EXHIBIT
PAGE 18 OF 19

February 11, 2014

**ADDENDUM TO SPECIFICATIONS FOR CONTRACT LANDSCAPE
MAINTENANCE FOR LANDSCAPE ASSESSMENT DISTRICTS (LMD)**

1. Tree trimming must be completed section at a time.
2. Lane closures are the responsibility of the contractor NOT the City.
3. End of the month's report must be submitted to City representative on the 10th of the each month. The report must state the work that was done, the location and the date. All pesticides use and daily playground inspections must also be listed.
4. The phone number for two different contacts must be provided in case one cannot be reached.
5. Any emergency calls must be responded to within 30 minutes, if not a City employee will respond at contractor's expense.
6. Shopping carts must be removed from LMD neighborhood.
7. Two bids must be submitted for Seabridge as follows:
 - a) Two workers stationed at site for 40 hours each per week
 - b) Three workers stationed at site for 40 hours each per week



Meeting Date: May 5, 2015

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

Prepared By: Marisue Eastlake *ME*

Agenda Item No. I-3

Reviewed By: City Manager *MM*

City Attorney *SMF*

Finance *JP*

Other (Specify) _____

DATE: April 23, 2015

TO: City Council

FROM: Terrel Harrison *TH*
Recreation and Community Services

SUBJECT: Recognize Revenue and Appropriate Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2015/2016

RECOMMENDATION

That City Council:

- 1) Recognize revenue in the amount of \$67,777 and appropriate matching funds for the Retired and Senior Volunteer Program grant.
- 2) Authorize the City Manager or designee to execute grant agreements, and the Chief Financial Officer or designee to submit financial reports and grant claims for the grant.

DISCUSSION

For the past 38 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP) which last year served about 600 volunteers age 55 and older. In 2014, RSVP volunteers assisted at over 40 non-profit or public agencies, serving 79,224 hours and providing over \$2 million of time and talent to our community. The largest priorities addressed are hunger through food collection and distribution, and helping seniors living independently.

The RSVP grant is funded by the federal Corporation for National and Community Service (CNCS). The dual purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY 2015/16 being the third year of this cycle. The grant award this year is \$67,777.

Special projects operated by RSVP include RSVP Bone Builders, which last year provided osteoporosis exercise classes to more than 1,000 seniors; the CarFit program, which checks that seniors are using their car's safety devices correctly; and Seniors With Aptitude, Talent & Time (SWATT), which

Retired and Senior Volunteer Program (RSVP) Appropriation and Grant

April 27, 2015

Page 2

provides one-time volunteers for special events or bulk mailings.

FINANCIAL IMPACT

Approval of the recommendation will appropriate a General Fund match of \$29,047 to partially fund the Recreation Coordinator who oversees the program and recognize the grant award of \$67,777 to the RSVP Grant FY15-16 (Project 774805). The general fund match is included in the recommended FY 15-16 operating budget for Recreation / Senior Services (101-5303).

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Recreation and Cmty Svcs

Date: April 23, 2015

Project/Program

Manager: Greg Barnes

Phone: (805) 385-8019

Reason for Appropriation:

To recognize full award of \$67,777 for RSVP Grant which is funded by the Corporation for National and Community Service under grant number 13SRPCA010 and a City Match of \$29,047 from Senior/Special Populations.

Accounts and Descriptions

AMOUNT

Fund: 101 - GENERAL FUND

Expenditures/Transfers Out

SENIOR/SPECIAL POPULATION 5303

101-5303-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	(29,047)
101-5303-805.87-33	TRANSFERS / TSFR TO FEDERAL GRANT FD	29,047
	Sub-total Expenditures	0

Net Change to Fund Balance 0

Fund: 263 - RSVP

Revenues/Transfers In

RSVP32 GRANT FY 14-15 263-4806 (Project #774805)

263-4806-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	67,777
	Sub-total Grant	67,777

RSVP GENERAL FUND MATCH 263-4856 (Project#774805)

263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	29,047
	Sub-total General Fund Match	29,047

Sub-total Revenues 96,824

Expenditures/Transfers Out

RSVP32 GRANT FY 14-15 263-4806 (Project #774805)

263-4806-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	29,601
263-4806-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	15,663
263-4806-805.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	1,000
263-4806-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	3,500
263-4806-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	950
263-4806-805.82-16	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	1,200
263-4806-805.82-42	CONTRACTS & SERVICES / GENERAL LIABILITY INSUR.	1,310
263-4806-805.83-41	MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS	8,053
263-4806-805.83-43	MAINTENANCE SERVICES / TRAINING/WORKSHOPS/MTNG	3,000
263-4806-805.83-45	MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT	2,000
263-4806-805.83-72	MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS	1,500
	Sub-total Grant	67,777

RSVP GENERAL FUND MATCH 263-4856 (Project #774805)

263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	18,881
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	10,166
	Sub-total Match	29,047
	Sub-total Expenditures	96,824

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

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

Prepared By: Todd Vasquez-Housley, Environmental Resources-MRF Manager Agenda Item No. I-4

Reviewed By: City Manager YM City Attorney SRB Finance SP Other (Specify) _____

DATE: April 21, 2015

TO: City Council

FROM: Martin Erickson, Deputy City Manager

SUBJECT: Agreement for Trade Services with Ecology Auto Parts, Incorporated (Agreement No. A-7766) for Supplemental Transfer Hauling Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Agreement for Trade Services with Ecology Auto Parts, Incorporated (Ecology) for Supplemental Waste Transfer Hauling Services for one year with an option to renew for two (2) consecutive (1) one-year terms at a cost for the first term of \$650,000 with a not-to-exceed total of \$1,950,000.

DISCUSSION

In December of 2014, the Environmental Resources Division issued a Request for Proposals (RFP) for supplemental transfer hauling services. This process was initiated because the existing contract with Ecology was entering its third year and staff determined it was prudent to reexamine the terms in a competitive process. Staff constructed the RFP to attempt to solicit and contract with multiple firms in order to ensure competition was built into the process and to best serve the interests of the City and ratepayers. Upon closing of the RFP, Agromin was the firm that formally responded. Ecology provided a letter of interest, but this letter was not considered a formal response per the terms of the RFP.

As a result of the RFP process, the City initiated negotiations with Agromin as a qualified bidder and began using Agromin for supplemental transfer hauling of waste and green waste from Del Norte Regional Recycling and Transfer Station to our contracted green waste processor and to our two contracted landfills.

Within the first week of this transition, it became apparent that Agromin was not able to keep up with the quantity of loads required to keep the facility in compliance with provisions of its various permits. Staff initiated corrective action by restructuring the internal transfer operation to ensure maximum loads were conveyed with internal transfer operators and by utilizing Ecology where there was still a need to move material. Staff met with Agromin to initiate a communication process that will ensure more Agromin vehicles are available for services. Finally, in order to ensure that adequate resources are available to haul waste and green waste to landfills and green waste processors, staff also began conversation with the Purchasing Department and City Attorney Office to initiate an appropriate resolution.

**Agreement for Trade Services with Ecology Auto Parts, Incorporated (Agreement No. A-7766)
for Supplemental Transfer Hauling Services**

April 21, 2015

Page 2 of 2

Given the circumstances resulting from this formal RFP process and the permit needs of the Del Norte Facility, staff has determined that it is the best interest of the City and rate payers to contract with both Agromin and Ecology to provide supplemental transfer hauling services. This arrangement provides for the best cost value to the City and rate payers while accomplishing an initial goal of the RFP process: to have more than one hauler available to the City.

The Agreement with Ecology is for a one-year term not-to-exceed \$650,000 for supplemental transfer hauling services. The Agreement may be renewed for two (2) one-year terms for a not-to-exceed amount of \$650,000 for each one-year term for a total value of \$1,950,000. Staff will return to the City Council to recommend approval for each of the two (2) one-year terms if the current level of supplemental transfer hauling service is required. Fluctuations in the volume of solid waste or operational changes may adjust the level of supplemental transfer hauling service that is required.

FINANCIAL IMPACT

The value of Agreement No. A-7766 with Ecology is not-to-exceed \$650,000 for the first annual term with a not-to-exceed total of \$1,950,000 if the agreement is renewed for (2) two consecutive (1) one-year terms. Ecology is expected to haul approximately 70,000 waste tons to the Simi Valley Landfill for a haul rate of \$9.09 per ton.

Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6314-842-8281 (Waste Transfer Haul-Contractual Services-Supplemental Waste Hauling) to cover the cost of supplemental waste transfer hauling by Ecology for the remaining period of Fiscal Year 2014-15. The remaining costs for supplemental hauling service will be included in the recommended budget for Fiscal Year 2015-16.

Attachment: Agreement for Trade Services with Ecology (Agreement No. A-7766)

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/14)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 28th day of April, 2015, by and between the City of Oxnard ("City") and Ecology Auto Parts, Incorporated ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City supplemental hauling services (the "Services") from the City's Del Norte Regional Recycling & Transfer Station (Station) to the Simi Valley Landfill and Recycling Center or the Toland Road Landfill as listed in Exhibit A, attached hereto and made a part hereof.

2. Vendor shall provide the Services on an as-needed basis with a twenty-four hour notice. Hauler shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on February 16, 2015, and shall end on February 15, 2016. City and Vendor agree that the Agreement may be renewed for two (2) one year periods upon written approval of both City and Vendor. City may terminate this Agreement at any time, with cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. a. City shall pay Vendor in amount not to exceed \$650,000 for supplemental hauling services for the first term and a not to exceed \$650,000 for the second year term (if an extension is agreed upon) and a not to exceed \$650,000 for the third year term (if an extension is agreed upon) for a not-to-exceed total of \$1,950,000. Vendor to provide hauling from the Station to each of the following landfills and rates per ton hauled: Simi Valley Landfill \$9.09 per ton hauled and the Toland Road Landfill \$8.46 per ton hauled. Vendor's rates are based on and shall be paid for an average per load of 20 tons for landfill destination. Vendor's rate per ton hauled under this Agreement includes all costs related to Vendor's performance for the supplemental hauling services from the Station to the designated landfill including but not limited to: all labor, fuel, equipment, maintenance, repairs, parts, supplies, and other related costs. City does not guarantee that City will request Vendor to haul any minimum or maximum amount of material. The City will use its best efforts to level out the number of the average daily loads to that allows the Vendor to maximize the efficiency of its allocation of personnel and equipment necessary to perform the work under this Agreement.

b. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2015. If the quarterly period average load is determined to be less than 20 tons per load at the designated landfill than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Section 4 (a) of this Agreement. For example, if the

Vendor hauled 50 loads to the Toland Road Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 50 tons at \$8.46 per ton for a payment of \$423.00.

c. The rate of \$9.09 of per ton hauled by Vendor from the Station to Simi Valley Landfill and \$8.46 of per ton hauled by Vendor from Station to the Toland Road Landfill at an average load of 20 tons as specified in Section 4 (a) of this Agreement are based on diesel cost of \$3.00 per gallon with an average of 4.7 miles per gallon (MPG) are also subject to the fuel surcharge/discount formula set forth below.

The price per ton hauled by the Vendor on a monthly basis will increase or decrease based on fluctuations in fuel costs above or below \$3.00 per gallon of diesel fuel and will be recovered by the City or the Vendor through a Fuel Surcharge or Discount (FSD) computed using the following formula ("fuel cost" is based on the U.S. Department of Energy (DOE) weekly retail "on highway" diesel prices for the California Region Index (Index). The website can be viewed at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

$$\begin{aligned} &(\text{Fuel Cost} - \$3.00) / 4.7 \text{ MPG} = \text{FSD per Mile} \\ &(\text{FSD per Mile} \times \text{Round Trip Miles}) = \text{FSD per Load} \end{aligned}$$

The FSD will be computed on a cents per mile basis, and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Index exceeds \$3.00 per gallon. Should the price of fuel decrease to below \$3.00 per gallon, Vendor will issue a credit to the City using the same FSD calculation.

Revisions to the FSD will occur on the first Monday of every new month using the Index, regardless of the invoice date. When Monday falls on a DOE observed holiday and no Index is published, the revision will occur on the next day of DOI posting.

For Debit example, and for illustration purposes only, if the Index is reported as 3.50 per gallon and the round trip miles are 50, the FSD from the Station to the designated landfill would be as follows:

$$\begin{aligned} &(\$3.50 - \$3.00) / 4.7 \text{ MPG} = \$0.106 \text{ per Mile} \\ &\$0.106 \times 50 \text{ Miles} = \$5.30 \text{ Debit per Load to the Designated Landfill} \end{aligned}$$

For Credit example, and for illustration purposes only, if the Index is reported as \$2.50 per gallon and the round trip miles are 50, the FSD from the Station to the Designated Landfill would be as follows:

$$\begin{aligned} &(\$2.50 - \$3.00) / 4.7 \text{ MPG} = (-\$0.106) \text{ per Mile} \\ &(-\$0.106) \times 50 \text{ Miles} = (-\$5.30) \text{ Credit per Load to the Designated Landfill} \end{aligned}$$

d. Payments to be made to Vendor 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 Vendor's services beyond the current fiscal year, this Agreement shall cover payment for Vendor'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. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment for the rates per ton hauled as identified in Section 4. (a). The annual CPI shall be adjusted on February 16, 2016 and February 16, 2017 for the second year term and third year term respectively if an extension of Agreement is agreed upon for each term by the City and Vendor. The annual adjustment shall be according to the percentage change in the CPI, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing December of the previous year to December of the current year.

6. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit B. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such

employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

7. Indemnity

a. To the fullest extent permitted by law, Vendor 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 Vendor, 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. Vendor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole 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 Vendor'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 Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 that persons other than Vendor are responsible for the liability shall not relieve Vendor 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 Vendor asserts that the 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 willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval Vendor's work by the Indemnified Party shall not affect, relieve or reduce Vendor'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.

8. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

9. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

10. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

11. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

12. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Ecology Auto Parts, Incorporated, 14150 Vine Place, Cerritos, California 90703, Attention: Saul Gracian, General Manager. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

15. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

16. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor 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.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Aaron Siroonian, Chief Operations Officer
Ecology Auto Parts, Incorporated

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Todd Vasquez-Housley,
Environmental Resources / MRF Manager

EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

1. On request of City, Vendor shall, pursuant to this Agreement, haul solid waste material from City's Station to either the Simi Valley Landfill or the Toland Road Landfill. If during term of Agreement City designates a landfill not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that landfill.
2. Vendor shall provide hauling services only upon request of the City. Station hours are 5:30 a.m. to 5:00 p.m. Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Station, landfills, and other facilities, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy as listed in Exhibit A-1 of this Agreement.
3. City shall give Vendor at least 24 hours notice by telephone of assignments to haul material. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
4. Vendor shall maintain tractor-trailers to perform haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.
5. City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from the Station.
6. Vendor shall use its best efforts to provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.
7. Vendor shall provide City with a weight ticket identifying the amount of tons hauled by Vendor to the facility.
8. Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.
9. Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.
10. City shall provide Vendor staging/parking area at Station for a maximum of five tractor-trailers. Based on City's waste hauling needs, City shall determine number of tractor-trailers staged at Station by Vendor. Upon City's request, City shall give Vendor 24 hour notice by

telephone to change number of tractor-trailers staged at Station by Vendor.

11. Vendor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at the Station. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Vendor's tractor-trailers shall be performed by the Vendor and at the sole expense of the Vendor. Vendor shall perform all maintenance, washing and fueling of its tractor-trailers at the Station from 5:00 p.m. to 5:30 a.m. Monday through Saturday during the closed hours to the public. Vendor shall not perform any major repairs of its tractor-trailers at the Station. Vendor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Vendor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Vendor may stage maintenance and parts vehicle and other apparatus to maintain, fuel and wash Vendor's tractor-trailers at the Station. Vendor must use containment methods requested by the City.

12. Vendor must be available to haul solid waste at the City's request. The denial of loads by the Vendor may be interpreted as non performance and breach of this Agreement.

Exhibit A-1
Del Norte Regional Recycling and Transfer Station
Transfer Vehicle Loading Procedure

June 30, 2014

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

- 2.1 Safely load transfer vehicles
- 2.2 Standardize radio communications between Dispatch, loaders, spotters and transfer vehicles.
- 2.3 Minimize safe loading times. TPR Section 6.0 page 16.
- 2.4 Set rules of conduct between Dispatch, loaders, spotters and transfer personnel.
- 2.5 Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

- 3.1 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.2 Non-essential radio conversation will be strictly avoided.
- 3.3 No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
- 3.4 All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves and safety footwear.
- 3.5 All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
- 3.6 Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
- 3.7 ALL drivers expecting to enter the port tunnel will stop their truck before the "STOP" sign located at entrance of tunnel.
- 3.8 Transfers will park to the far right of the lane in single file and leave left lane clear.
- 3.9 Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
- 3.10 Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

- 3.11 Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
- 3.12 Ecology/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
- 3.13 Dispatch will verbally acknowledge all communications requested by transfer drivers.
- 3.14 Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
- 3.15 Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
- 3.16 While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
- 3.17 Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
- 3.18 Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
- 3.19 Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
- 3.20 When staged and properly aligned, transfer driver shall set both tractor and trailer air brakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
- 3.21 Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
- 3.22 Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
- 3.23 Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
- 3.24 After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
- 3.25 Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
- 3.26 Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.

- 3.27 If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.
- 3.28 No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
- 3.29 Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
- 3.30 Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
- 3.31 Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

3.32 SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

- 3.33 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.33.1 Spotter shall NOT approach or be near the loading ports while loader is active and running.
- 3.33.2 Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
- 3.33.3 Spotter will ONLY approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
- 3.33.4 Spotter will NOT walk adjacent to open ports unless covers are fully in place.
- 3.33.5 A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
- 3.33.6 Spotter will maintain visual and radio contact with Dispatch.
- 3.33.7 Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
- 3.33.8 Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
- 3.33.9 Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall NOT be done by anyone whether they are using extension tools or not.
- 3.33.10 No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
- 3.33.11 All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before AND after completing any tasks underneath tunnels.

4. MATERIALS:

4.1 None.

5. EQUIPMENT:

- 5.1 Portable UHF or VHF radios.
- 5.2 Hard Hats.
- 5.3 Safety Glasses.
- 5.4 Standard Safety-vests.
- 5.5 LED Safety-vests.
- 5.6 LED wands.
- 5.7 Gloves.

6. DOCUMENTATION:

- 6.1 Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 3 of the Agreement for Trade Services.

EXHIBIT INS-[B]

INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. 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 work commences. 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 by either party, 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 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 and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 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. Any deductibles or self-insured retentions must be declared to and 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 contractor 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.

4/15

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 notes of cancellation.

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.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 [x] 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				

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

Rev. 4/15

INS-B.doc

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)

LOSS ADJUSTMENT EXPENSE

(to)

Included in Limits

In Addition to Limits

Telephone:

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:

TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

COMPREHENSIVE GENERAL LIABILITY

OWNERS & CONTRACTORS PROTECTIVE

Claims Made

Retroactive Date

Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

GENERAL

PRODUCTS/COMPLETED OPERATIONS

PERSONAL & ADVERTISING INJURY

FIRE DAMAGE

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

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	
PRODUCER Telephone: _____		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
NAMED INSURED		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits 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 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 _____	



Meeting Date: 05/05/15

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

Prepared By: Todd Vasquez-Housley, Environmental Resources-MRF Manager

Agenda Item No. I-5Reviewed By: City Manager JMCity Attorney JBBFinance 7

Other (Specify) _____

DATE: April 16, 2015**TO:** City Council**FROM:** Martin Erickson, Deputy City Manager**SUBJECT:** Second Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Second Amendment to Agreement for Trade Services with Select Staffing to increase the amount by \$400,000 to a not to exceed amount of \$2,400,000 for contract labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).

DISCUSSION

The City of Oxnard Environmental Resources Division has been operating Del Norte since February 1, 2014. On October 1, 2013 the City Council approved the Del Norte Facility Business and Transition Plan that authorized a staffing plan to address operational requirements and to protect the health and safety of employees and the public. On October 15, 2013 the City Council approved Resolution No. 14,343 amending Resolution No. 14,427 authorizing regular full-time positions and the creation of 34 new full-time positions required to operate the Del Norte Facility.

Given the aggressive timeline to begin City operations at the Del Norte Facility, staff issued an RFP on October 21, 2013 to firms that provide contract labor service until the new, permanent full-time positions were recruited by Human Resources (HR). After reviewing the proposals, staff determined that Select Staffing was the most qualified firm to provide contract labor services at Del Norte. On January 7, 2014, the City Council approved Agreement No. A-7632 with Select Staffing to provide contract labor service over a two-year term, with an amount not to exceed \$1,600,000. On October 7, 2014, the City Council approved a First Amendment to this agreement, adding \$400,000 to the contract amount. To date, nine (9) of the new, permanent full-time positions have been recruited but three (3) have left City employment for other positions.

Most of the initial contract labor positions with Select Staffing have been converted to Limited Benefit Employees (LBEs). This move saved the City approximately 22% per year in reduced overhead. There are 36 full time positions currently in active recruitment, however until this is finalized, the need for

Subject: Second Amendment to Agreement for Trade Services with Select Staffing for Contract Labor Services at the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7632)

April 16, 2015

Page 2 of 2

temporary contract labor will exist. This need is projected to diminish over time as full time positions are recruited.

This temporary arrangement addresses existing, funded vacancies and is not an addition of positions above the essential operational requirements of the Division. The positions being covered by Select Staffing employees are budgeted for and this Council action will not affect the annual savings of \$2 million realized since the City has taken over operation of Del Norte. Environmental Resources Division, Human Resources and Finance will work together to continue to track Select Staffing employee hours to ensure that the City remains compliant with State and Federal employment regulators.

FINANCIAL IMPACT

The proposed Second Amendment with Select Staffing increases the value of Agreement No. A-7632 by \$400,000 to an amount not to exceed \$2,400,000 over a two-year term and is budgeted in the Environmental Resources Fund. On March 24, 2015, Council received the first annual financial report for the operation of the Del Norte Facility indicating a savings of \$2 million per year compared to the previous contracted operator. Council action on this item will not affect the projected savings in the next year as the full time positions occupied by these Select Staffing employees are budgeted.

Attachment #1 Second Amendment to Agreement No. A-7632

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of April, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Koosharem LLC and its subsidiaries dba Select Staffing ("Vendor"). This Second Amendment amends the Agreement entered into on December 11, 2013, by City and Vendor. The Agreement previously has been amended on October 7, 2014 by a First Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement, the figure "\$2,000,000" is deleted and replaced with the figure "\$2,400,000."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Oscar Heredia, Area Manager
Select Staffing

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Todd Vasquez-Housley
Environmental Resources / MRF Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #OE77964 1-415-365-8000
Integro Insurance BrokersOne California Street
4th Floor
San Francisco, CA 94111INSURED
New Koosharem Corporation and Subsidiaries
incl. Select Staffing, Westaff, Remedy Intelligent Staffing
RemX, Select Truckers Plus et. al.
3820 State Street
Santa Barbara, CA 93105

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: GREENWICH INS CO

22322 A

INSURER B: XL INS AMER INC

24554 A

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 43618047

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC		RGD 500043801	01/31/15	01/31/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Loc/Proj Agg \$ 10,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		RAD 500043701	01/31/15	01/31/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ \$10,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	RWD 500043501 (AOS) RWR 500043601 (WI)	01/31/15 01/31/15	01/31/16 01/31/16	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oxnard, its city council, officers, employees and volunteers are named as Additional Insureds as required per written contract with the Named Insured with respects to the General Liability and Auto Liability policies. General Liability is Primary and Non-Contributory to other insurance available to the Certificate Holder. Waiver of Subrogation applies on the Workers' Compensation policy.

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager
300 West Third Street, Suite 302

Oxnard, CA 93030

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

jchan

43618047

The ACORD name and logo are registered marks of ACORD

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ATTACHMENT 1

PAGE 2 OF 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Where required by written contract or agreement executed prior to loss (except not permitted by law)	If Any

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 31, 2015

Policy No. RWD500043501

Endorsement No.

Insured NEW KOOSHAREM CORPORATION

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 31, 2015
Insured NEW KOOSHAREM CORPORATON

Policy No. RWD500043501

Endorsement No.

Insurance Company
XL Insurance America, Inc.

Countersigned By





Meeting Date: 05/05/15

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

Prepared by Karl Lawson

Agenda Item No.

J-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: April 16, 2015

TO: City Council

FROM: Carrie M. Sabatini, Interim Director
Housing Department

SUBJECT: Regional Analysis of Impediments to Fair Housing Choice

RECOMMENDATION

That City Council: (1) Conduct a Public Hearing to receive comments concerning the proposed 2015 Regional Analysis of Impediments to Fair Housing Choice (AI); (2) Direct the Fair Housing Officer to prepare an analysis of those recommendations set forth in the AI which may require subsequent Council action; and (3) Adopt a resolution approving the AI.

DISCUSSION

The U. S. Department of Housing and Urban Development (HUD) requires all jurisdictions which receive Community Development Block Grant (CDBG) funding to take certain steps to affirmatively further fair housing, which refers to all applicable laws that prohibit discrimination in housing (including sales, financing, rental, and leases) based on membership in a protected class, such as race, color, religion, sex, familial status, national origin, or disability. In addition, fair housing laws have implications for those local government policies and procedures which regulate the planning and development of residential housing.

As a recipient of CDBG funds, the City must, among other obligations, periodically complete an Analysis of Impediments to Fair Housing (AI) and take action to eliminate any identified impediments. HUD recommends that AIs be updated at least every five years.

Oxnard's current AI was adopted on May 11, 2010. In early 2014, Oxnard joined the County of Ventura and several local cities to establish a multi-jurisdiction consortium for the production of a regional updated AI. The consulting firm of Veronica Tam and Associates was selected to prepare the AI, and over the past year has worked with members of the public and local government staff on this project. In March, the firm submitted a draft AI which for public review and comment, and for consideration by each of the jurisdictions. The comprehensive AI covers a wide range of data, policies, and procedures throughout Ventura County and the various jurisdictions.

Public participation was essential in the process of producing the AI. Over the course of the past several months, the consultant and City staff have solicited input and participation from stakeholders, policymakers, and advocates in the field of housing. Community meetings on the AI were conducted in

October and December 2014 at the Library, and a combined public meeting on the AI and the City's Housing Element was conducted on March 2, 2015 in the City Council Chambers. In addition, staff has made presentations to the Commission on Community Relations and the Commission on Homelessness. The closing of the public comment period for the draft AI will coincide with the April 28, 2015 public hearing before the City Council, one of several hearings on the AI being conducted by local legislative bodies throughout the County

The AI identifies several issues as impediments, some of which are generally applicable throughout the region, and others which are particular to specific jurisdictions. While the authors of the AI generally laud Oxnard's efforts and policies with respect to most housing-related matters, the report does include three recommendations specific to Oxnard:

1. The City should pursue State certification of the Housing Element.
2. The City should consider modifying the City's housing rehabilitation program to make financial assistance for accessibility improvements available for renters as well as homeowners.
3. The City should consider promoting universal design principles in new housing developments.

With respect to the first, the City is actively engaged in the process of updating the Housing Element, and thus is already in compliance with that recommendation. The other two recommendations require some discussion. While not necessarily agreeing with the characterization of these two items as impediments to fair housing choice, staff has taken these recommendations under advisement and can provide the following analysis.

The second recommendation refers to the City's Rehabilitation Assistance programs for low-income homeowners. The program provides loans to income-eligible homeowners to make repairs to their homes. The recommendation to expand the program to renters presents several problems. First, the security from loan default is a recorded lien on the property. In a rental arrangement, no such security could be made. Second, the value of any improvements to the rental unit would permanently inure to the benefit of the property owner, regardless of the owner's income status. Federal and state funding sources require the beneficiary to be of low-income status. Because of these funding source regulations, the current program could not be modified to be made available to renters if the ultimate beneficiary were to be a property owner who is not income-eligible.

The third recommendation is related to universal design principles to enhance accessibility for disabled individuals. The AI correctly notes that Oxnard is among several cities that have adopted building codes that require new residential construction to comply with the 2010 amendments to the federal Americans with Disabilities Act (ADA). Universal design principles go above and beyond the requirements of the ADA and of the Fair Housing Amendments Act (FHAA). For example, the FHAA requires that at least one unit be made accessible in every building that contains four or more residential units, whereas universal design principles call for all new units to be made accessible. Housing and Planning staff would need to conduct a thorough analysis of the potential impacts on the design and cost of housing which could result from implementation of universal design principles, and will report back upon completion of such analysis as may be warranted. Staff notes that the recommendation set forth in the AI calls only for promoting universal design, rather than mandating universal design.

the areas over which the City actually has jurisdiction, staff proposes to consider all input from the AI process seriously.

Following the release of the draft Analysis of Impediments, one member of the public submitted a written comment letter, dated April 22, 2015, which is included as Attachment No. 3 hereto. The commentator focuses on housing development policy issues (notably the income structure of Oxnard residents and the affordability of housing for Oxnard residents) which are in large part addressed in the Housing Element rather than the AI. Staff notes that the AI is designed to address impediments to housing faced by members of protected classes (as defined on the first page of this report), and that membership in a specific income strata does not grant membership in a protected class for the purposes of fair housing. Attachment No. 4 sets forth the response of the City's Fair Housing Division staff to the commentator's letter of April 22, 2015.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of the attached Resolution.

Attachments: No. 1 - 2015 Regional Analysis of Impediments to Fair Housing Choice
 No. 2 - Resolution
 No. 3 - Comment letter submitted by Barbara Macri-Ortiz dated April 22, 2015
 No. 4 - Fair Housing Division Response to Comment Letter of April 22, 2015

Note: Attachment #1 has been provided to the City Council under separate cover. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Friday.

Kl/kl

CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT THE ANALYSIS OF IMPEDIMENTS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Oxnard is committed to ensuring equal and non-discriminatory access to housing for all residents without regard to race, color, creed, religion, national origin, family status, sex, gender, sexual orientation, disability, or membership in any other protected class as defined by applicable federal and state laws; and

WHEREAS, the City is required by the U.S. Department of Housing and Urban Development (HUD) to take steps to affirmatively further fair housing in order to continue to be eligible for various federal grants, including the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs; and

WHEREAS, one such affirmative step required of the City is the development and adoption of an Analysis of Impediments to Fair Housing choice (AI), and the periodic updating of the AI for submission to HUD; and

WHEREAS, in May of 2010 the City adopted the 2010-2015 AI; and

WHEREAS, the City has joined with the County of Ventura and a consortium of other local governments to produce an updated regional AI for 2015-2019, which was posted for public comment and review on March 25, 2015; and

WHEREAS, on April 28, 2015, the City conducted a public hearing on the AI during which comments were received and considered.

NOW THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The Council hereby approves the updated Analysis of Impediments; and
2. The Council authorizes and directs the City Manager or his designee to execute the required Certification and submit the AI to HUD.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

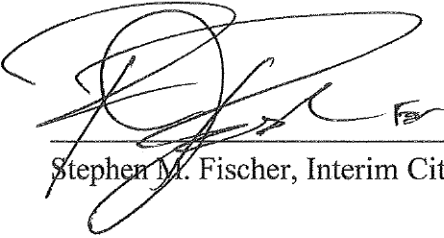
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

**Law Office of
BARBARA MACRI-ORTIZ
P.O. Box 6432
Oxnard, California 93031**

Telephone: (805) 486-9665

**Facsimile: (805) 487-1409
E-mail: b.macriortiz@verizon.net**

April 22, 2015

Karl Lawson
Fair Housing Officer
City of Oxnard Housing Department
435 South "D" Street
Oxnard, CA 93030

**RE: PUBLIC COMMENT
2015 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Dear Mr. Lawson:

Thank you for the opportunity to comment on the Ventura County Regional Analysis of Impediments to Fair Housing Choice, prepared by the County of Ventura as the Lead Agency with the assistance and input of the incorporated jurisdictions, including the City of Oxnard. The report paints a very bleak picture for the lower income community throughout the County who must compete for scarce housing opportunities in this high housing cost area of the State and Country. The information contained in this report should serve as an eye opener not just for the citizens of Oxnard but for every jurisdiction in our County. The statistics in this report provide a picture of the changes in our communities that have occurred during the period 2000 - 2014. Taken as a whole, these statistics crystalize the major fair housing issues that we face within Oxnard and Ventura County, even as this report is silent as to the true fair housing implications presented.

Oxnard's demographics, as reported in the Analysis reveal the following: The number of Oxnard households (50,613) has grown by 15.9% over the last 14 years, second only to Moorpark, although Moorpark has less than half as many households as Oxnard (24,776). [Table 12, p. 24]. Oxnard has the largest average household size (3.95) overall in the County; 80.3% of these households are families, with an average family size of 4.20, and 42.8% of these families include minor children [Table 13, p. 25]. Oxnard's Median

Letter to Karl Lawson
RE: 2015 Analysis of Impediments to Fair Housing
April 22, 2015
Page 2

Household Income is \$60,736 while its Median Family Income is a little higher at \$62,345 [Table 20, p. 39]. Of 51,360 Oxnard households as of 2011, 56.0% were lower income households, earning 80% or less than the Area Median Income [Table 21, p. 40]. Oxnard's workforce includes many of the low wage workers who serve the needs of the entire County in its retail, restaurant, manufacturing, landscape, healthcare, education, childcare and tourist industries.² Oxnard is also home to 61.7% of the farm workers who toil in Ventura County's rich agricultural fields [Table 19, p. 38].

Oxnard residents are paying a higher percentage of their income for housing than the residents of any other City in Ventura County. Yet, even though over fifty percent of Oxnard's households (50.1%) are overpaying for their housing, including 44.6% of homeowners and 56.9% of renters [Table 35, p. 57], Oxnard households are second only to the City of Santa Paula as being the most overcrowded for both owners and renters in the County, and Oxnard has the highest percentage of renter households in the County that are severely overcrowded [Table 36, p. 59]. Yet, during the same time period (2008-2012), the vacancy rate in Oxnard was 6.6%, which was actually above the 5% rate considered to be indicative of a *healthy* housing market. [Table 29, p. 51].

How can this be? The answer is simple. Rents have continued to skyrocket across the County and particularly in Oxnard. As of January 2015, average rents in Oxnard for studios (\$1,237) and three bedroom apartments (\$2,375) are *the highest of any city in Ventura County* [Table 32, p. 53]. What that means is that in order for an adult child or young couple to move out of the family home, they must earn \$4,123 per month (\$49,480 annual earnings) to be able to afford to rent a studio. How many of our adult children who still live at home are earning that kind of money? Also, for families with two to four

¹ It should be noted that the Income Distribution section contains a serious error, as it incorrectly defines *Low-Income* as 31-50% of AMI, when in fact 31-50% AMI is the definition of *Very Low Income*. It also defines *Moderate-Income* as 51-80% of AMI, when in fact 51-80% AMI is the definition of *Low Income*. Finally, under the definition *Middle/Upper-Income* (above 80% of AMI), it includes both *Moderate Income* (81-120% of AMI) and *Above Moderate Income* (121% or more of AMI). See bullets on p. 40 and Table 21. Table 33, p. 54, suffers from the same mistake.

² As shown in Table B-12 on page B-9 in the *City of Oxnard 2013-2021 Housing Element Public Review Draft March 2015*, the vast majority of residents in Oxnard work in or near the City. The commute time for 70 percent of our residents is less than 30 minutes, while just over 30 percent of residents commute 30 minutes or more to work.

children who would like to move out of overcrowded or substandard living arrangements, they must earn \$7,917 per month (\$95,004 annual earnings) in order to be able to afford to rent a three bedroom apartment. Is there any doubt why our residents are living in overcrowded or substandard housing? It is no mystery why some families must opt to be sheltered in garages, rather than apartments.

Even as the situation becomes more dire for Oxnard residents, one would think that we should be doing much better in light of the fact that Oxnard's housing stock has increased by 8,471 units between 2000 and 2014, an increase of 18.4%. Oxnard's housing production represents 25.8% of the increase in housing stock for the entire County. Only Moorpark's increase of 19.0% is greater than Oxnard's, but by comparison Moorpark only produced 1,741 units during the same time frame. Yet, despite the significant number of units actually produced in Oxnard during the last fourteen years, this new housing stock is simply not available to the majority of Oxnard residents in need of housing. So while we permit more apartments and homes, the vast majority of these new residences are filled with folks from other parts of Ventura County as well as commuters from Santa Barbara and Los Angeles Counties. This does nothing to solve the housing crisis in our own back yard while it exacerbates the congestion on the 101 freeway.

There is an evident disconnect between the residential development that has occurred in Oxnard as compared with the housing needs of our community and the pressing housing problems that we face. Unfortunately, the growth of housing stock in the community has resulted in a mismatch between the available housing offered on the market and those in our community in need of decent, safe and sanitary housing that is affordable. This housing crisis is further exacerbated by the fact that Oxnard is also home to one of the highest concentrations in Ventura County of persons living below the poverty line [p. 43, and Figure 4, p. 44], including farm workers, female headed households, seniors, and the disabled.

The disparity in incomes between residents of east and west Ventura County also seriously impacts housing prices, including rents at tax credit affordable housing complexes where rents are tied to the Area Median Income (AMI). This disparity creates a serious fair housing issue as it has a disparate impact on lower income families and households in Oxnard (as well as Santa Paula and Fillmore) that are predominately minorities.

For example, while Oxnard's median family income in 2012 was \$62,345, it was eclipsed

by the median family incomes in the cities of Thousand Oaks (\$115,782), Moorpark (\$109,321), Camarillo (\$100,765) and Simi Valley (\$97,722). The incomes of these predominately east county jurisdictions had the effect of raising the area median family income for Ventura County to \$86,579. Median household incomes are generally lower than median family incomes. However, while Ventura County's Area Median Household Income in 2012, was \$76,483, the household median income in Oxnard was \$60,736, a difference of \$15,747 [Table 20, p. 39]. While this might not seem like a lot of money, it can have a significant impact on the maximum rent that may be charged in tax credit properties for units rented to households at 30% to 60% of Ventura County's Area Median Household Income. What this means is that for some of our extremely low income residents (whose incomes are well below 30% of Ventura County's AMI, i.e. below \$26,790 for a family of four in 2015), they are not able to afford to pay the lowest tax credit rent unless the property has additional federal or state rental operating subsidies, such as USDA (farm worker), HUD (disabled or senior) or MHP (family).³

Furthermore, after the County crawled out the recent recession, the Ventura County Median Household Income for 2014, rose to \$89,300 for a family of four, an increase of \$12,817, in just two years. Oxnard's work force has not received wage increases anywhere close to that magnitude, and thus, our residents continue to fall behind as the income limits for *Extremely Low Income* (\$27,200), *Very Low Income* (\$45,300) and *Low Income* (\$72,500) households rise, resulting in higher rents in tax credit properties, and making it more difficult to compete for public subsidies for first time home buyer assistance programs.⁴

Public Housing and Section 8 tenants are not directly impacted by the rise in median income since rents are tied to the tenants' actual incomes. However, Section 8 tenants are

³ It is a little known fact that the Area Median Income in Ventura County has consistently been higher than the AMI in both Santa Barbara and Los Angeles Counties. Furthermore, based on the 2015 State of California Income Limits released by HCD on April 15, 2015, the AMI for a family of four in Ventura County is still \$89,300. Yet, that figure puts our County ahead of the Tri Counties and the Southern California counties of Santa Barbara (\$75,400), Los Angeles (\$64,800), Orange (\$87,200), San Diego (\$75,900) and San Luis Obispo (\$77,100).

⁴ The Analysis should also contain a Table listing all the affordable tax credit properties in the County, including the locations, number of units, and identification of the number of units in each property that are dedicated for special needs populations, i.e. farm workers, disabled, and seniors.

most definitely affected when market rents eclipse Fair Market Rents as fewer landlords are willing to offer their properties to Section 8 recipients. We always experience this reduction in housing choice for Section 8 recipients in times when demand for rental housing far exceeds the supply, such as today and during the aftermath of the recent foreclosure crisis, when thousands of homeowners flooded the rental housing market after losing their homes.

The lack of sufficient decent, safe and sanitary housing that is affordable to lower income families and households in and of itself should be viewed as a serious impediment to Fair Housing because it creates an environment that is ripe for discrimination and has a disparate impact on minority populations and families with children who are least able to compete for scarce housing resources.

We must face this crisis knowing that the movement has already begun to renew the SOAR initiatives and ordinances, which constrain the ability of cities to grow outside of their boundaries. It is also no secret that voter approval of these initiatives is likely. The stated goal or reason for SOAR as expressed in its name is to *Save Our Agricultural Resources*. That is an exemplary goal as Ventura County has probably the richest soil in the world and one of the best climates for the production of the fruits and vegetables we need as a people to survive. However, the cost for SOAR has to be a commitment by each jurisdiction accompanied by actions to ensure much better use of the vacant land and available parcels for redevelopment that remain within our cities' borders. Each city must commit to rezoning actions that will allow for mixed use and high density residential development and redevelopment in our cities. As a community Ventura County residents have to embrace high density residential development as a fact of life in every city in the County. Each community must commit not only to eliminate new low and medium density residential development, but also to maximize the use of what vacant land is left in the cities for the housing needs of our entire community, including all those who harvest our crops or otherwise serve the needs of the affluent and our aging populations. The cold hard fact is that if we cannot grow outward into our agricultural lands and open spaces, we must grow upward.

Table 53, p. 106, *Typical Land Use Categories & Permitted Density by Jurisdiction*, demonstrates our current wasteful land use policies as expressed by our zoning ordinances. If we truly want to preserve our agricultural resources (not to mention the need to reduce water consumption), we should no longer allow single family residential developments of less than 14 units to the acre, nor can we allow multifamily residential

developments of less than 30 units to the acre. Furthermore, high density development is the only solution to allow sufficient development to meet the needs of our children and the workforce who serve every community in this County. Oxnard should not have to be the home for all the workers who service the needs of every affluent community. Every community must be able to house its own workers and in doing so it will help lower housing costs and improve the environment as well.

Inclusionary Housing Programs must not only be continued in those seven cities that have such programs in place, but Simi Valley, Fillmore and Ojai should also implement inclusionary housing programs. All jurisdictions need to improve and strengthen these programs in order to ensure that the market is actually building housing to address the needs of our total community.⁵ Based on the demographics of Ventura County it is necessary for each City to commit to Inclusionary Housing Programs that require that at least forty percent (40%) of new construction projects be dedicated to serve the needs of our *Extremely-Low*, *Very-Low* and *Low-Income* communities⁶ because the fact is that these residents are needed to do the low wage jobs that are required and will continue to be required in every community in the years ahead.

If our communities fail to seriously commit to rezoning programs that will allow us to make better use of our land and create incentives to produce more affordable housing, we will have a much more serious fair housing issue to deal with because exclusive or

⁵ It should be noted that the discussion on page 125 regarding Ventura's Interim Inclusionary Housing Policy is somewhat premature. The Supreme Court heard oral arguments on April 8, 2015, in the case of *California Building Industry Association v. City of San Jose*, the case referenced in that discussion. A decision is expected in July. Whatever happens in this case, the Legislature and the Governor will be hard pressed not to remedy whatever outstanding issues remain with respect to inclusionary housing, including the residual negative impacts of the *Palmer/Sixth Street Properties v. City of Los Angeles* case since its ripple effect has frustrated communities across our State. One errant Appellate Court decision cannot be allowed to undermine California Housing Element Law or symic government's ability to protect its people from a housing crisis of tsunami proportions.

⁶ See Table 21, p. 40. Although the columns are incorrectly labeled, the totals for Ventura County reflect that based on their earnings our residents fall within the following categories in the following proportions which total 41.0% of the County's population: 12.3% - Extremely-Low Income (0-30% AMI); 11.7% - Very-Low Income (31-50% AMI); and 17.0% - Low-Income (51-80%).

Letter to Karl Lawson

RE: 2015 Analysis of Impediments to Fair Housing

April 22, 2015

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wasteful land use policies and programs have a discriminatory impact on minorities in violation of Government Code § 65008 and other Fair Housing laws. However, the impacts of such discrimination reach way beyond the victims of such discriminatory land use policies and programs. At the end of the day, if we price our workforce and our young people out of our communities, then our communities will eventually shrivel up and die from their own dead weight.

Sincerely,



Barbara Macri-Ortiz

xc: County Executive Office, Ventura County Community Development Division

City of Oxnard Fair Housing Division Response to Comment Letter
Submitted on April 22, 2015 by Ms. Barbara Macri-Ortiz

The comment letter of April 22, 2015 contains a detailed summary of the income characteristics of Oxnard's population and the degree of availability of housing that is affordable to the low-income households in the City. The commentator urges the City to adjust its housing policies to expand the supply of such affordable housing. Staff notes that matters related to housing development policy in general and housing affordability in particular are addressed in great detail in the Housing Element.

The central tenet of the commentator's nexus between housing affordability and fair housing is expressed in the following sentence:

“The lack of sufficient decent, safe and sanitary housing that is affordable to lower income families and households in and of itself should be viewed as a serious impediment to Fair Housing because it creates an environment that is ripe for discrimination and has a disparate impact on minority populations and families with children who are least able to compete for scarce housing resources.” (page 5)

The Census data analysis of the demographics and income characteristics of Ventura County confirm that minority populations are more likely to be over-represented in the lower income strata than non-minority populations. However, under current law, income characteristics of a household do not equate to membership in a protected class for the purposes of fair housing.

The approach as set forth in the commentator's letter, as excerpted hereinabove, is known as the disparate impact theory. Staff notes that the United States Supreme Court has taken up the issue of disparate impact in housing, and a decision is expected to be issued by June 30, 2015 on the question of whether acts that disproportionately impact minority groups can be held to violate fair housing statutes, regardless of the absence of any discriminatory intent (*Texas Department of Housing v. Inclusive Communities Project*). Staff will monitor developments related to the case before the Supreme Court, and will coordinate with the City Attorney to determine whether and the extent to which the Court's decision may require any adjustments to City programs.

In addition, the commentator recommends that the other ten jurisdictions in Ventura County which are participants in the Regional AI should take steps to increase their efforts to shoulder a more equitable share of affordable housing, and thus relieve Oxnard of the need to house a disproportionate share of the workforce for our neighboring jurisdictions (note page 6 of the comment letter). Staff concurs with this recommendation.

One final element of the commentator's letter requires a response. Included in the letter are two statements asserting that the Draft AI uses improper definitions in the headings for two tables (in Footnotes No. 1 and No. 6, respectively). The terminology in question relates to the definitions for income strata (Low-Income, Very Low-Income, etc.). Staff presented this matter to the consultant, who advises that the definitions utilized in the Draft AI are federal definitions specific to the Community Development Block Grant (CDBG) program, as promulgated by HUD, and that those definitions do differ from HUD definitions for other programs. For the purpose of consistency, the AI utilizes HUD's CDBG definitions rather than terminology applicable to non-CDBG programs.



Meeting Date: 05/05/15

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

Prepared By: Linda Poksay, Water Conservation Manager *[Signature]* Agenda Item No. L-2Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Utilities

DATE: April 22, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director *[Signature]*
Utilities Department

SUBJECT: Resolution Adopting Amended and New Mandatory Water Conservation Measures

RECOMMENDATION

That City Council adopt a Resolution rescinding Resolution No. 14,682 and adopting new mandatory water conservation measures.

DISCUSSION

On July 29, 2014, the City declared a Stage 2 water shortage and adopted mandatory water conservation measures in Resolution No. 14,682 (Attachment #2) in response to the State Water Resources Control Board's (SWRCB's) statewide emergency water conservation regulations Office of Administrative Law (OAL) 2014-0718-01 E (Attachment #3), which went into effect on July 28, 2014, and Fox Canyon Groundwater Management Agency's adoption of Emergency Ordinance E, which imposes restrictions on local groundwater pumping.

On March 17, 2015, SWRCB adopted additional regulations OAL 2015-0320-01 EE due to the continued drought (Attachment #4). On April 1, 2015, Governor Brown issued Executive Order (EO) B-29-15 (Attachment #5), imposing an additional 5 percent reduction in potable urban water usage statewide, bringing the new reduction to 25 percent. The EO, which went into effect immediately, specifies additional actions that complement the 25 percent usage reduction.

Although EO B-29-15 was effective immediately, some of the Directives require SWRCB follow-through prior to implementation. One such Directive is the reduction of potable urban water usage by 25 percent statewide. As of today, SWRCB's draft structure for water use reduction has the City of Oxnard slated at 12 percent; statewide, reductions range from 8 percent to 36 percent (Attachment #6). SWRCB expects to finalize the city-specific percentage reductions by May 6, 2015. Office of Administrative Law's approval of SWRCB's final figures is slated for May 15, 2015.

The SWRCB regulations and the EO are outlined in Attachment #7, "Potable Urban Water Conservation Regulations / Executive Order vs. Resolutions / Codes / Ordinances". This table provides a matrix to efficiently compare the City's existing Resolutions, Ordinances, and Codes with the new regulations and EO. The matrix prevents and eliminates duplicative and outdated measures. The recommended Resolution (Attachment #1) rescinds Resolution No. 14,682 and adopts new mandatory

Resolution Adopting Amended and New Mandatory Water Conservation Measures

April 22, 2015

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water conservation measures to satisfy the new State mandates as presented in the matrix.

FINANCIAL IMPACT

As with Resolution No. 14,682, any expansions of the Water Conservation Program or after-hours water waste patrols will result in increased operations expenditures. While reduced water use will result in decreased revenue to the Water Enterprise, this will be offset, at least in part, by reduced water purchases.

Attachment #1 - Resolution Rescinding Resolution No. 14,682 and Adopting New Mandatory Water Conservation Measures

Attachment #2 - Resolution No. 14,682

Attachment #3 - SWRCB regulations OAL 2014-0718-01 E

Attachment #4 - SWRCB regulations OAL 2015-0320-01 EE

Attachment #5 - EO B-29-15

Attachment #6 –Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Attachment #7 - Potable Urban Water Conservation Regulations / Executive Order vs. Resolutions / Codes / Ordinances

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RESCINDING RESOLUTION 14,682 AND ADOPTING NEW MANDATORY
WATER CONSERVATION MEASURES

WHEREAS, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

WHEREAS, on April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions; and

WHEREAS, on April 11, 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E, imposing restrictions on local groundwater pumping, including Temporary Extraction Allocations (TEA), 20 percent reduction of the TEA over an 18 month period, and suspension of using conservation credits; and

WHEREAS, the drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

WHEREAS, the present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

WHEREAS, the drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations imposing statewide urban water conservation measures for local public water purveyors per 23CCR3.22.5; and

WHEREAS, consistent with these State Water Resources Control Board emergency regulations effective on July 28, 2014 (OAL 2014-0718-01 E), the City of Oxnard declared a Stage 2 water shortage condition exists and imposed the mandatory conservation measures on its customers per Resolution 14,682 dated July 29, 2014; and

WHEREAS, on March 17, 2015, the State Water Resources Control Board re-adopted and further amended the existing emergency regulations imposing statewide urban water conservation measures for local public water purveyors per 23CCR3.22.5. The regulations went into effect on March 27, 2015 (OAL 2015-0320-01 EE) and must be implemented within 45 days – i.e., by May 11, 2015; and

WHEREAS, on April 1, 2015, Governor Brown issued Executive Order B-29-15 imposing an additional 5 percent reduction in potable urban water usage statewide, bringing the new reduction to 25 percent. The Executive Order, which went into effect immediately, specifies additional actions that complement the 25 percent usage reduction.

WHEREAS, although Executive Order B-29-15 was effective immediately, some of the Directives require State Water Resources Control Board follow-through prior to implementation. One such Directive is the reduction of potable urban water usage by 25 percent statewide. As of today, State Water Resources Control Board's draft structure for water use reduction has the City of Oxnard slated at 12 percent. Statewide, reductions range from 8 percent to 36 percent. State Water Resources Control Board expects to finalize the city-specific percentage reductions by May 6, 2015. Office of Administrative Law's approval of these final figures is slated for May 15, 2015.

WHEREAS, consistent with the State Water Resources Control Board's emergency water regulations OAL 2015-0320-01 EE and Executive Order B-29-15, the City of Oxnard hereby rescinds Resolution 14,682 and expands upon existing Ordinance and Code, as outlined below.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Pursuant to City Code section 22-154, the Council:

1. Declares a continuance of the Stage 2 water shortage condition within the City.
2. Prohibits or imposes the following activities related to potable water:
 - a. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
 - b. In addition to existing penalties for failure to comply with City Code sections 22-137 through 22-141 and 22-157, the taking of any action prohibited in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.
 - c. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during daylight savings. Additionally, watering is limited to no more than twice a week and only on the designated days per odd and even addresses. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to 1 year after planting, and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.
 - d. Irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or microspray systems are used.
 - e. Irrigation of ornamental turf on public medians with potable water is prohibited.
 - f. Irrigation of park and school ground areas with potable water will only be permitted during the twice weekly designated irrigation periods noted in item 2.c. above and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
 - g. Application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

- h. Provide prompt notice to customer when information indicates a leak may exist within end-user's control.
3. This water shortage declaration and associated mandatory water conservation requirements shall remain in effect unless otherwise amended or rescinded by further action of the Council.

PASSED AND ADOPTED THIS _____ day of _____, 2015 by the following vote:

AYES:

NOES:

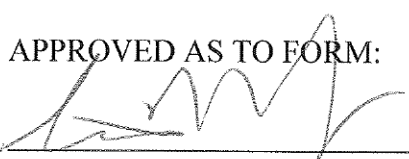
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

WHEREAS, on April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions; and

WHEREAS, the drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

WHEREAS, the present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

WHEREAS, the drought conditions will likely continue through the summer and early fall of 2014; and

WHEREAS, on April 11, 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E, imposing restrictions on local groundwater pumping, including Temporary Extraction Allocations (TEA), 20% reduction of the TEA over an 18 month period, and suspension of use of conservation credits; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations imposing statewide mandatory conservation measures, and mandatory conservation requirements for local public water purveyors; and

WHEREAS, consistent with the State Water Resources Control Board emergency regulations, the City of Oxnard hereby declares a Stage 2 water shortage condition exists and imposes the following mandatory conservation requirements on its customers.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. Pursuant to Municipal Code section 22-154, the Council:
 - a. Declares a Stage 2 water shortage condition within the City; and
 - b. Prohibits or imposes the following activities:
 - i. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces, is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used;
 - ii. All restaurants that provide table service shall post, in a conspicuous place, a notice of water shortage conditions and shall refrain from serving water except upon specific request by a customer;
 - iii. Use of potable water to fill or refill recreational or ornamental lakes, ponds or fountains is prohibited;

iv. Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room a notice of water shortage conditions, encouraging water conservation practices;

v. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited;

vi. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during daylight savings, no more than twice a week. Use of a hand held hose with positive shut-off nozzle, bucket, or micro irrigation systems/equipment is encouraged;

vii. Irrigation is permitted for ground cover for fire protection purposes and erosion control;

viii. Boats and vehicles shall be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services;

ix. Watering to maintain the level of water in swimming pools shall occur only when necessary. A pool cover shall be used to conserve water when the pool is not in use. Draining of pools or refilling shall be done only for health or safety reasons;

x. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary.

c. The taking of any action prohibited in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

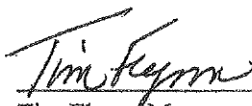
d. This water shortage declaration and associated mandatory water conservation requirements shall expire on June 30, 2015, unless otherwise extended by further action of the Council.

PASSED AND ADOPTED THIS 29th day of July, 2014 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, and Perello.

NOES: None.

ABSENT: Councilmember Padilla.


Tim Flynn, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Regulatory Action:

Title 23, California Code of Regulations

**Government Code Sections 11346.1 and
11349.6**

Adopt sections: 863, 864, 865

Amend sections:

Repeal sections:

OAL File No. 2014-0718-01 E

The State Water Resources Control Board (Board) submitted this emergency action to adopt three sections and a new article in title 23 of the California Code of Regulations pertaining to drought emergency water conservation. The proposed action addresses severe impacts on California's water supplies and its ability to meet all water demands in the state due to the current drought, which was declared to be a state of emergency by Governor Brown in two executive orders issued in 2014. The second executive order, issued April 25, 2014, directed the Board to adopt emergency regulations, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement drought response plans to limit outdoor irrigation and other wasteful water practices.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 7/28/2014 and, pursuant to section 1058.5 of the Water Code, will expire on 4/25/2015. The Certificate of Compliance for this action is due no later than 4/24/2015.

Date: 7/28/2014



**Richard L. Smith
Senior Attorney**

**For: DEBRA M. CORNEZ
Director**

**Original: Thomas Howard
Copy: Carlos Mejia**

STD. 400 (REV. 01-2013)

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER	EMERGENCY NUMBER 2014-0718-01E	ENDORSED FILED THE OFFICE OF
For use by Office of Administrative Law (OAL) only			2014 JUL 28 PM 1:30	
NOTICE			2014 JUL 18 PM 12:09 OFFICE OF ADMINISTRATIVE LAW	<i>Debra Bowen</i> DEBRA BOWEN SECRETARY OF STATE
REGULATIONS				
AGENCY WITH RULEMAKING AUTHORITY State Water Resources Control Board				AGENCY FILE NUMBER (if any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE Drought Emergency Water Conservation		TITLE(S) 23	FIRST SECTION AFFECTED 863	2. REQUESTED PUBLICATION DATE
3. NOTICE TYPE ☒ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON Carlos Mejia		TELEPHONE NUMBER (916) 341-5184
				FAX NUMBER (Optional) (916) 341-5199
OAL USE ONLY	ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER	PUBLICATION DATE

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Drought Emergency Water Conservation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 863, 864, 865	
		AMEND	
TITLE(S) 23 H&A 11/10/14		REPEAL	
3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346) ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) ☒ Emergency (Gov. Code, §11346.1(b)) ☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1) ☐ Emergency Readopt (Gov. Code, §11346.1(h)) ☐ File & Print ☒ Other (Specify) Emergency (Wat. Code, §1058.5) <i>RS</i> ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ Print Only per agency request <i>RS</i>			
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ 600 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☒ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify) <i>request RS</i>			
7. CONTACT PERSON Carlos Mejia		TELEPHONE NUMBER (916) 341-5184	FAX NUMBER (Optional) (916) 341-5199
		E-MAIL ADDRESS (Optional) carlos.mejia@waterboards.ca.gov	

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE <i>Caren Trgovcich</i>	DATE 7-17-2014
TYPED NAME AND TITLE OF SIGNATORY Caren Trgovcich, Chief Deputy Director, State Water Resources Control Board	

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED

JUL 28 2014

Office of Administrative Law

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation.

Section 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 864. Prohibited Activities in Promotion of Water Conservation.

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 865. Mandatory Actions by Water Suppliers.

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to

PROPOSED TEXT OF EMERGENCY REGULATIONS

suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104, 105, 350, 10617 and 10632, Water Code.

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 863, 864, 865

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6; Water Code Section 1058.5**

OAL File No. 2015-0320-01 EE

The State Water Resources Control Board (SWRCB) submitted this emergency readoption action to keep in effect the three emergency regulations adopted in OAL file no. 2014-0718-01E, and to further amend two of the emergency regulations, in title 23 of the California Code of Regulations pertaining to drought emergency water conservation.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code and section 1058.5 of the Water Code.

This emergency regulatory action is effective on 3/27/2015 and will expire on 12/23/2015. The Certificate of Compliance for this action is due no later than 12/22/2015.

Date: 3/27/2015



**Richard L. Smith
Senior Attorney**

**For: DEBRA M. CORNEZ
Director**

**Original: Thomas Howard
Copy: David Rose**

EMERGENCY

STATE OF CALIFORNIA—OFFICE OF ADMINISTRATIVE LAW
NOTICE PUBLICATION/REGULATIONS SUBMISSION

(See instructions on reverse)

For use by Secretary of State only

STD. 400 (REV. 01-2013)

OAL FILE NUMBER

NOTICE FILE NUMBER

REGULATORY ACTION NUMBER

EMERGENCY NUMBER

Z-

2015-0320-01EE

For use by Office of Administrative Law (OAL) only

2015 MAR 20 AM 8:42
OFFICE OF
ADMINISTRATIVE LAW

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAR 27 2015

1:37 P.M.

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (if any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)		FIRST SECTION AFFECTED		2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER		FAX NUMBER (Optional)	
OAL USE ONLY ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER		PUBLICATION DATE			

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Drought Emergency Water Conservation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S) OAL File No. 2014-0718-01-E	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLES AND SECTIONS (Including title 26, if topics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 863, 864, 865 AMEND 863, 864, 865 per agency request REPEAL	
3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346) ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §11349.3, 11349.4) ☐ Emergency (Gov. Code, §11346.1(b))		☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	
☒ Emergency Readopt (Gov. Code, §11346.1(h))		☐ Changes Without Regulatory Effect (Cal. Code Regs. title 1, §100) per agency request ☐ Print Only ☒ Other (Specify) Emergency Readopt (Wat. Code §1058.5(c))	
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code §§ 11342.4, 11346.1(d); Cal. Code Regs. title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ \$100 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☒ Department of Finance (Form STD. 399) (SAM §6660) per agency request ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify)			
7. CONTACT PERSON David Rose		TELEPHONE NUMBER 916-341-5196	FAX NUMBER (Optional) 916-341-5199
E-MAIL ADDRESS (Optional) david.rose@waterboards.ca.gov			

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE

DATE

Thomas Howard

3/18/15

TYPED NAME AND TITLE OF SIGNATORY

Thomas Howard, Executive Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED

MAR 27 2015

Office of Administrative Law

ADOPTED TEXT OF EMERGENCY REGULATION

Article 22.5. Drought Emergency Water Conservation.

Sec. 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

- (1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;
- (2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;
- (3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;
- (4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and
- (5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104 and 105, Water Code.

Sec. 864. ~~Prohibited Activities~~End-User Requirements in Promotion of Water Conservation.

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- (1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
 - (2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
 - (3) The application of potable water to driveways and sidewalks; ~~and~~
 - (4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system-;
 - (5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall; and
 - (6) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
- (b) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

~~(b)(c)~~ The taking of any action prohibited in subdivision (a) or the failure to take any action required in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104 and 105, Water Code.

Sec. 865. Mandatory Actions by Water Suppliers.

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that ~~imposes~~ includes mandatory restrictions on the number of days that outdoor irrigation of ornamental landscapes or turf with potable water is allowed, or shall amend its water shortage contingency plan to include mandatory restrictions on the number of days that outdoor irrigation of ornamental landscapes or turf with potable water is allowed and implement these restrictions within forty-five (45) days. Urban water suppliers with approved alternate plans as described in subdivision (b)(2) are exempted from this requirement.

(2) ~~As an alternative to subdivision (b)(1), a~~ An urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan that restricts the number of days that outdoor irrigation of ornamental landscapes and turf with potable water is allowed, or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within ~~thirty~~ forty-five (3045) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week ~~or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.~~

(d) In furtherance of the promotion of water conservation each urban water supplier shall:

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-users exclusive control.

(2) ~~p~~ Prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring

report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. ~~Beginning October 15, 2014, The monitoring report shall specify the population served by the urban water supplier, the percentage of water produced that is used for the residential sector, descriptive statistics on water conservation compliance and enforcement efforts, and the number of days that outdoor irrigation is allowed. ‡The~~ monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. ~~In its initial monitoring report, each urban water supplier shall state the number of persons it serves.~~

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within ~~thirty~~ forty-five (3045) days, take one or more of the following actions:

- (1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or
- (2) Implement another mandatory conservation measure or measures intended to achieve a ~~comparable~~ 20 percent reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Authority: Section 1058.5, Water Code.

References: Sections 102, 104, 105; 350; 10617 and 10632, Water Code.

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

10-11-14

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.



20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.



26. For purposes of carrying out directives 2-9, 11, 16-17, 20-23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

OFFICE OF THE ATTORNEY GENERAL

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
Great Seal of the State of California to
be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Arcata City of	499,104,000	495,047,000	4,057,000	1%	43.5	2	8%
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	45.4	2	8%
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	47.3	2	8%
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	48.8	2	8%
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	51.3	2	8%
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	51.4	2	8%
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	51.6	2	8%
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	51.9	2	8%
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	54.4	2	8%
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	55.6	2	8%
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	55.6	2	8%
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	55.7	2	8%
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	58.4	2	8%
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	58.8	2	8%
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	59.5	2	8%
Westborough Water District	237,568,499	213,776,790	43,791,709	17%	59.5	2	8%
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	61.9	2	8%
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	62.1	2	8%
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	62.1	2	8%
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	63.4	2	8%
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	63.6	2	8%
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	64.3	2	8%
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	64.7	2	8%
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	65.1	3	12%
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	65.5	3	12%
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	66.5	3	12%
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	66.6	3	12%
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	67.0	3	12%
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	67.2	3	12%
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	67.7	3	12%
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	70.0	3	12%
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	70.1	3	12%
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	71.3	3	12%
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	72.8	3	12%
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	73.5	3	12%
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	75.5	3	12%
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	75.6	3	12%
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	75.8	3	12%
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	75.9	3	12%

Page 1 Note: all information is provisional-a number of suppliers have filed revised reports that are not reflected in this table, these reports once validated may result in changes.

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	76.6	3	12%
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	77.9	3	12%
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	77.9	3	12%
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	78.3	3	12%
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	79.8	3	12%
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	80.1	4	16%
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	80.3	4	16%
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	80.4	4	16%
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	80.5	4	16%
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	80.9	4	16%
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	81.0	4	16%
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	81.6	4	16%
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	81.7	4	16%
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	82.0	4	16%
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	82.5	4	16%
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	83.7	4	16%
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	83.8	4	16%
Greenfield, City of	573,049,890	501,684,126	71,365,764	12%	83.8	4	16%
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	84.7	4	16%
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	85.0	4	16%
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	85.2	4	16%
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	86.0	4	16%
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	86.3	4	16%
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	86.7	4	16%
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	86.7	4	16%
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	87.4	4	16%
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	88.3	4	16%
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	88.3	4	16%
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	88.3	4	16%
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	88.6	4	16%
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	88.7	4	16%
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	89.2	4	16%
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	90.0	4	16%
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	90.3	4	16%
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	90.4	4	16%
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	90.9	4	16%
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	91.3	4	16%
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	91.3	4	16%
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	91.6	4	16%

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	91.7	4	16%
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	93.0	4	16%
Windor, Town of	963,136,985	817,896,531	145,240,453	15%	93.0	4	16%
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	93.3	4	16%
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	93.5	4	16%
Lakewood, City of	2,086,631,973	1,856,580,866	230,051,107	11%	93.9	4	16%
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	94.2	4	16%
Crescent City, City of	583,110,000	710,650,000	-127,540,000	-22%	94.5	4	16%
San Jose, City of	5,294,000,000	4,707,000,000	587,000,000	11%	96.0	5	20%
Pomona, City of	5,817,361,333	5,468,536,077	348,825,256	6%	96.1	5	20%
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	96.1	5	20%
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	96.4	5	20%
Azusa, City of	5,165,530,597	4,670,763,054	494,767,543	10%	97.3	5	20%
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	97.6	5	20%
El Segundo, City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	97.9	5	20%
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	98.2	5	20%
Lomita, City of	591,013,026	547,632,425	43,380,600	7%	98.3	5	20%
Norwalk, City of	559,456,000	511,830,000	47,626,000	9%	98.7	5	20%
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	99.1	5	20%
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	99.3	5	20%
Livermore, City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	100.0	5	20%
Fountain Valley, City of	2,438,968,604	2,305,516,153	133,452,452	5%	100.2	5	20%
Pittsburg, City of	2,481,549,000	2,226,323,000	255,226,000	10%	100.3	5	20%
Watsonville, City of	2,045,660,752	1,803,744,576	241,916,176	12%	100.3	5	20%
Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	100.5	5	20%
El Monte, City of	328,279,000	312,936,000	15,343,000	5%	100.6	5	20%
Mid-Peninsula Water District	823,975,361	712,822,442	111,102,919	13%	101.4	5	20%
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	102.9	5	20%
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	103.6	5	20%
Whittier, City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	104.2	5	20%
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	104.2	5	20%
Hollister, City of	832,612,930	742,476,980	90,135,950	11%	104.4	5	20%
Calixico, City of	1,524,360,000	1,440,570,000	83,790,000	5%	104.6	5	20%
Oceanside, City of	6,988,111,948	6,765,555,423	222,556,525	3%	105.3	5	20%
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	105.7	5	20%
Westminster, City of	3,064,371,990	2,956,971,359	107,400,630	4%	105.9	5	20%
Escondido, City of	4,625,134,351	4,059,907,513	565,226,838	12%	106.7	5	20%
Fairfield, City of	5,435,000,000	4,853,000,000	582,000,000	11%	106.7	5	20%
Downey, City of	4,090,256,554	3,834,059,128	256,197,426	6%	106.9	5	20%

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	107.1	5	20%
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	107.4	5	20%
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	107.5	5	20%
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	107.8	5	20%
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	108.5	5	20%
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	108.6	5	20%
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	108.6	5	20%
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	108.8	5	20%
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	109.0	5	20%
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	109.4	5	20%
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	110.2	6	24%
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	111.0	6	24%
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	111.1	6	24%
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	111.7	6	24%
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	111.7	6	24%
Perris, City of	437,809,090	430,597,020	7,212,070	2%	111.9	6	24%
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	113.1	6	24%
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	114.6	6	24%
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	116.0	6	24%
Vallecitos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	116.1	6	24%
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	116.7	6	24%
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	116.7	6	24%
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	116.8	6	24%
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	116.8	6	24%
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	117.6	6	24%
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	117.9	6	24%
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	118.3	6	24%
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	118.7	6	24%
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	118.9	6	24%
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	119.0	6	24%
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	119.4	6	24%
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	119.5	6	24%
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	119.8	6	24%
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	119.8	6	24%
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	119.9	6	24%
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	120.3	6	24%
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	120.3	6	24%
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	120.5	6	24%
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	120.5	6	24%

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	121.0	6	24%
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	121.2	6	24%
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	121.4	6	24%
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	121.6	6	24%
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	121.7	6	24%
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	124.1	6	24%
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	124.2	6	24%
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	125.5	6	24%
California Water Service Company Marysville	575,127,769	486,597,575	78,530,194	14%	125.5	6	24%
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	125.8	6	24%
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	125.9	6	24%
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	126.7	6	24%
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	126.8	6	24%
Readley City of	1,302,000,000	1,109,000,000	193,000,000	15%	126.9	6	24%
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	126.9	6	24%
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	127.0	6	24%
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	127.5	6	24%
Eureka City of	860,874,000	799,778,000	61,096,000	7%	128.0	6	24%
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	129.0	6	24%
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	129.1	6	24%
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	129.2	6	24%
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	129.3	6	24%
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	130.3	7	28%
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	130.6	7	28%
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	130.7	7	28%
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	131.6	7	28%
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	131.7	7	28%
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	132.1	7	28%
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	132.2	7	28%
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	132.2	7	28%
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	132.6	7	28%
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	133.3	7	28%
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	133.6	7	28%
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	134.3	7	28%
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	134.6	7	28%
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	135.3	7	28%
La Palma City of	545,401,972	497,342,471	48,059,501	9%	136.3	7	28%
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	136.6	7	28%
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	137.2	7	28%

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Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	137.5	7	28%
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	137.8	7	28%
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	139.0	7	28%
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	139.9	7	28%
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	141.1	7	28%
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	141.5	7	28%
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	141.6	7	28%
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	141.9	7	28%
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	142.4	7	28%
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	142.5	7	28%
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	142.9	7	28%
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	143.8	7	28%
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	143.9	7	28%
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	143.9	7	28%
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	144.3	7	28%
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	144.5	7	28%
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	144.6	7	28%
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	145.1	7	28%
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	146.0	7	28%
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	146.4	7	28%
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	146.4	7	28%
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	146.9	7	28%
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	147.7	7	28%
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	148.3	7	28%
San Diego Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	148.3	7	28%
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	148.7	7	28%
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	148.9	7	28%
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	150.7	7	28%
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	153.6	7	28%
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	153.6	7	28%
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	154.6	7	28%
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	154.7	7	28%
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	154.9	7	28%
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	155.0	7	28%
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	156.1	7	28%
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	156.5	7	28%
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	156.8	7	28%
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	157.4	7	28%
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	157.7	7	28%

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Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	157.8	7	28%
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	158.0	7	28%
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	158.3	7	28%
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	160.2	7	28%
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	161.3	7	28%
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	163.0	7	28%
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	163.7	7	28%
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	164.4	7	28%
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	165.4	7	28%
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	165.6	7	28%
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	165.9	7	28%
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	166.2	7	28%
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	166.2	7	28%
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	166.3	7	28%
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	168.6	7	28%
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	169.4	7	28%
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	169.6	7	28%
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	170.3	8	32%
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	171.1	8	32%
Imperial City of	687,420,000	671,127,000	16,293,000	2%	171.9	8	32%
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	172.0	8	32%
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	172.3	8	32%
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	173.5	8	32%
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	173.8	8	32%
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	174.6	8	32%
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	174.8	8	32%
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	174.8	8	32%
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	175.3	8	32%
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	175.9	8	32%
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	176.1	8	32%
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	176.5	8	32%
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	178.3	8	32%
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	179.2	8	32%
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	179.4	8	32%
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	179.6	8	32%
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	180.4	8	32%
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	181.2	8	32%
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	181.6	8	32%
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	182.0	8	32%

Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	184.3	8	32%
California-American Water Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	184.6	8	32%
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	185.8	8	32%
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	186.6	8	32%
Yuba City, City of	4,215,490,000	3,629,080,000	586,410,000	14%	188.2	8	32%
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	188.5	8	32%
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	189.2	8	32%
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	189.2	8	32%
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	191.3	8	32%
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	191.4	8	32%
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	191.7	8	32%
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	191.7	8	32%
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	192.6	8	32%
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	193.7	8	32%
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	194.0	8	32%
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	194.3	8	32%
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	194.9	8	32%
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	195.7	8	32%
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	197.5	8	32%
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	197.6	8	32%
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	198.5	8	32%
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	198.6	8	32%
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	198.9	8	32%
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	199.2	8	32%
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	199.9	8	32%
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	201.4	8	32%
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	201.7	8	32%
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	204.2	8	32%
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	205.5	8	32%
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	205.8	8	32%
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	207.2	8	32%
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	208.1	8	32%
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	209.1	8	32%
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	209.2	8	32%
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	209.8	8	32%
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	209.9	8	32%
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	210.4	8	32%
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	212.1	8	32%
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	212.3	8	32%

Page 8 Note: all information is provisional-a number of suppliers have filed revised reports that are not reflected in this table, these reports once validated may result in changes.

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	213.1	8	32%
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	213.3	8	32%
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	213.7	8	32%
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	214.2	8	32%
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	214.8	8	32%
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	215.6	9	36%
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	215.7	9	36%
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	215.9	9	36%
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	217.3	9	36%
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	217.9	9	36%
Exeter City of	600,332,681	535,287,408	65,045,273	11%	218.8	9	36%
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	219.4	9	36%
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	220.2	9	36%
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	220.8	9	36%
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	221.6	9	36%
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	222.5	9	36%
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	223.1	9	36%
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	223.7	9	36%
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	224.3	9	36%
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	228.9	9	36%
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	228.9	9	36%
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	229.4	9	36%
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	231.1	9	36%
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	231.5	9	36%
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	234.9	9	36%
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	235.2	9	36%
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	235.8	9	36%
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	236.1	9	36%
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	236.5	9	36%
Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	238.3	9	36%
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	242.0	9	36%
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	242.5	9	36%
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	242.5	9	36%
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	242.8	9	36%
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	243.0	9	36%
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	245.9	9	36%
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	247.0	9	36%
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	248.9	9	36%
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	251.0	9	36%

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Urban Water Suppliers and Proposed Regulatory Framework Tiers to Achieve 25% Use Reduction (Provisional)

Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	252.5	9	36%
Los Banos, City of	2,053,870,000	1,905,401,000	148,769,000	7%	253.0	9	36%
Redding, City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	253.7	9	36%
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	253.9	9	36%
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	255.4	9	36%
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	256.0	9	36%
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	257.5	9	36%
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	259.3	9	36%
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	260.8	9	36%
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	260.9	9	36%
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	263.5	9	36%
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	264.3	9	36%
Yuba Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	265.0	9	36%
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	266.0	9	36%
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	267.7	9	36%
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	269.7	9	36%
Olivehain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	271.7	9	36%
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	271.8	9	36%
Fair Oaks Water District	3,088,959,978	2,450,034,519	618,925,459	20%	274.1	9	36%
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	276.3	9	36%
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	277.6	9	36%
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	278.1	9	36%
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	279.9	9	36%
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	282.0	9	36%
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	287.7	9	36%
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	291.2	9	36%
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	292.6	9	36%
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	294.5	9	36%
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	296.6	9	36%
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	297.6	9	36%
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	298.8	9	36%
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	302.2	9	36%
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	304.8	9	36%
Oildale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	306.4	9	36%
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	307.0	9	36%
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	308.0	9	36%
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	312.4	9	36%
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	313.2	9	36%
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	316.1	9	36%

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Supplier Name	Total Water Production (gallons)		Total Water Saved (Jun-14 - Feb-15, compared to 2013)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Arcadia City of	4,352,404,027	4,035,916,843	318,487,185	7%	318.5	9	36%
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	324.5	9	36%
Madera County	891,468,716	660,496,910	230,971,806	26%	328.1	9	36%
Kingsburg, City of	1,009,319,000	825,793,000	183,526,000	18%	332.7	9	36%
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	336.7	9	36%
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	349.1	9	36%
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	349.1	9	36%
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	354.3	9	36%
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	364.9	9	36%
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	383.0	9	36%
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	386.3	9	36%
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	400.8	9	36%
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	416.0	9	36%
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	465.9	9	36%
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	475.1	9	36%
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	484.3	9	36%
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	507.0	9	36%
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	539.0	9	36%
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	572.4	9	36%
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	604.6	9	36%
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	612.5	9	36%

Urban Potable Water Conservation
Regulations / Executive Order vs. City Resolutions / Codes / Uncodified Ordinances
4-22-15

Table compares State Water Resources Control Board (SWRCB) regulations and Executive Order (EO) with the City's Resolutions, Codes, and uncodified Ordinances. Will rescind Resolution No. 14,682 and expand upon existing City Codes to reflect consistency with latest regulatory changes.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
ACTION (bold font = new regulation)	SWRCB date / #	EO date / #	ACTION (double-underlined text = changes needed)	RESOL date / #	ORD #	CITY CODE #	CONSISTENCY WITH NEW REGULATIONS VIA EXISTING CITY CODE OR NEW RESOLUTION (italicized font = new Resolution)
Application of potable water to landscapes in manner that causes runoff onto adjacent properties is prohibited.	7-28-14 / OAL 2014- 0718-01 E		Similar to SWRCB and includes agricultural irrigation. Similar to SWRCB and includes ANY use of water.	7-29-14 / 14,682		22- 136B4	No changes to 22-136B4.
Use of a hose to wash vehicles is prohibited, except when fitted with shut-off nozzle or device that causes water to stop dispensing immediately when not in use.	7-28-14 / OAL 2014- 0718-01 E		Similar to SWRCB + exceptions expanded to include using a bucket along with shut-off nozzle, mobile high pressure/low volume professional services and commercial facilities that recycle their wash water.	7-29-14 / 14,682		22-136B8	No changes to 22-136B8.
			Installation of non-recirculating water systems in commercial car wash or laundry systems is prohibited.			22- 136B13	No changes to 22-136B13.
Application of potable water to driveways and sidewalks is prohibited.	7-28-14 / OAL 2014- 0718-01 E		Similar to SWRCB, plus includes cleaning buildings, pavement, tile, wood, plastic, parking lots, and other paved surfaces - except for compelling health and safety reasons if positive shut-off nozzle used.	7-29-14 / 14,682		22-136B5	No changes to 22-136B5.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
ACTION (bold font = new regulation)	SWRCB date / #	EO date / #	ACTION (double-underlined text = changes needed)	RESOL date / #	ORD #	CITY CODE #	CONSISTENCY WITH NEW REGULATIONS VIA EXISTING CITY CODE OR NEW RESOLUTION (italicized font = new Resolution)
Use of potable water in a fountain or other decorative water feature is prohibited, except with recirculating systems.	7-28-14 / OAL 2014- 0718-01 E		Use of potable water to fill or refill recreational or ornamental fountains is prohibited. More stringent than SWRCB. Unlike SWRCB, even recirculating potable water is prohibited. > If use "refill" language, need to refine: "refill" in Resolution 14,682 is distinguished from "watering to maintain water level" in pools only when necessary. Assuming the same definition applies to §b.iii., routine top-offs of fountains would be OK. >	7-29-14 / 14,682		22-136B6	The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
			When and where available, use recycled water to fill/re-fill recreational/ornamental lakes/fountains... Newly installed or replacement lakes/fountains must use recirculating pump.				No changes to 22-136B3.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)			
ACTION (bold font = new regulation)	SWRCB date / #	EO date / #	ACTION (double-underlined text = changes needed)	RESOL date / #	ORD #	CITY CODE #
Violations = infractions punishable by fines up to \$500/day/incident, in addition to any other applicable civil or criminal penalties.	7-28-14 / OAL 2014- 0718-01 E		Similar to SWRCB. <u>Failure to comply with City Code</u> specifications regarding waste results in a schedule of penalties: 1 st violation = written warning and entered into person's water service acct. 2 nd violation in 12 mos. = 25% of bill or \$25. 3 rd violation in 12 mos. = 50% of bill or \$50. 4 th violation in 12 mos. = flow-restricting device + charge for installation + 50% of water bill. After 4 th violation in 12 mos. = discontinue water service or impose other penalty.. Penalties for exceeding designated water use allotment: schedule of billing rates per water shortage stage.	7-29-14 / 14,682		22-137 22-138 22-139 22-140 22-141 22-153 22-157
						Reinstitute terms in Res. 14,682 §1.c. with this preface: "In addition to existing penalties for failure to comply with City Codes 22-137 through 22- 141 and 22-157, ..."

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
ACTION (bold font = new regulation)	SWRCB date / #	EO date / #	ACTION (double-underlined text = changes needed)	RESOL date / #	ORD #	CITY CODE #	CONSISTENCY WITH NEW REGULATIONS VIA EXISTING CITY CODE OR NEW RESOLUTION (italicized font = new Resolution)
Implement specifications contained in Water Shortage Contingency Plan that impose mandatory restrictions on irrigation of landscapes or turf. if not already included, amend Contingency Plan to include restrictions on the number of days allowed for irrigation of ornamental landscapes and turf.	7-28-14 / OAL 2014- 0718-01 E 3-27-15 / OAL 2015- 0320-01 EE		<FYI, Stages 1- 4 are percentage reduction in available water supply defined. Water conservation measures defined at time water shortage declared via a resolution.> Stage 2 Water Shortage declared. 2 days/week per odd/even addresses and times of day. Irrigation is prohibited except between 4:00PM and 9:00AM and - during daylight savings - between 6:00PM and 9:00AM. Golf courses limited to same restrictions, unless water not supplied by the City. Irrigation is prohibited except between 4:00PM and 9:00AM. Irrigation of newly installed landscapes may occur outside of the designated period up to 1 year after planting. <Ordinance time conflicts with Resolution. Also, includes a 1 year new plantings spec.> Watering landscapes with irrigation system not continuously attended is limited to no more than 15 mins./day/station, unless using high-efficiency irrigation equipment.<Assume designated watering periods defined above will be followed.>	7-29-14 / 14,682	2826	22-154B	Reinstitute terms in Res. 14,682 §1.a. and b. and vi., PLUS include the following exceptions to allow for irrigation outside of the designated period: (1) Irrigation of newly installed, drought-tolerant landscapes for up to 1 year after planting, and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve. Rescind Ord. 2826.
						22-136B3	No changes to 22-136B3.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
ACTION (bold font = new regulation)	SWRCB date / #	EO date / #	ACTION (double-underlined text = changes needed)	RESOL date / #	ORD #	CITY CODE #	CONSISTENCY WITH NEW REGULATIONS VIA EXISTING CITY CODE OR NEW RESOLUTION (italized font = new Resolution)
Submit monitoring report to SWRCB by 15 th of each month. Specify population served, percent of water produced used for residential sector, water conservation compliance and enforcement statistics, and number of days irrigation is allowed. Provide monthly information on water usage, conservation, and enforcement to SWRCB on a permanent basis.	7-28-14 / OAL 2014- 0718-01 E 3-27-15 / OAL 2015- 0320-01 EE	4-1-15 / B-29-15					No changes needed, as monthly reporting is already being provided via SWRCB's website, which specifies all of the required data.
Serving drinking water at restaurants/etc. is prohibited.	3-27-15 / OAL 2015- 0320-01 EE		Unless requested by customer, serving drinking water at restaurants/etc. is prohibited. Notice of water shortage must be posted in each room. <Signage not required by SWRCB.> Serving drinking water at restaurants/etc. is prohibited.	7-29-14 / 14,682		22-136B9	No changes to 22-136B9.
			Dish wash spray valves required for washing dishes at all commercial food preparation establishments.			22- 136B10	No changes to 22-136B10.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
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Lodging establishments must provide guests the option of not having bed and bath linens laundered daily. Sign must be posted in each room.	3-27-15 / OAL 2015- 0320-01 EE		Lodging establishments must post a sign in each room re: water shortage to encourage conservation, including option of not having linens laundered daily. <u>Resolution is similar, but does NOT include the mandatory statement in the signage to offer the option of not having linens laundered daily.</u>	7-29-14 / 14,682		22- 136B11	No changes to 22-136B11.
			Irrigating ground cover is permitted for fire protection and erosion control.	7-29-14 / 14,682		22-154C4	No changes to 22-154C4.
			Watering to maintain water level in swimming pools is allowed. Pool cover required when not in use. Draining/refilling pools prohibited unless health or safety issue.	7-29-14 / 14,682		22- 136B14	No changes to 22-136B14.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)			
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Irrigation of public median ornamental turf with potable water is prohibited.		4-1-15 / B-29-15	Irrigating parks, school grounds, and road median landscaping limited to 2 days per week max. <Need to prohibit public median irrigation. Also, need to provide exception for sports fields.>	7-29-14 / 14,682		Modify terms in Res. 14,682 as two separate Resolutions: (1) Irrigation of ornamental turf on public medians with potable water is prohibited. (2) With the exception of sport activity fields, irrigation of park and school ground areas with potable water will not be permitted more than twice per week and only if necessary.
Application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.	3-27-15 / OAL 2015- 0320-01 EE		Outdoor irrigation during rain is prohibited. <Need to be more restrictive.>			22-136B2 Modify 22-136B2: Outdoor irrigation during and within 48 hours after measurable rainfall is prohibited.
Provide prompt notice when information indicates leak may exist within end-user's control.	3-27-15 / OAL 2015- 0320-01 EE		Leak must be repaired within 72 hours of leak discovery or receipt of notice from the City, whichever occurs first. <Need to be include prompt notice by City.>			22-136B7 Modify 22-136B7 to include the preface: Provide prompt notice to customer when information indicates a leak may exist within end- user's control.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)			
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Reduce urban potable water use by 25%* as compared to 2013. Effective through 2/28/16. <*Figure for each jurisdiction to be confirmed by SWRCB on 5/15/14.>		4-1-15 / B-29-15	Voluntary implementation of water conservation measures to meet 20% usage reduction goal. <Need to revise percent per SWRCB final figure per OAL on May 15 AND change to mandatory implementation of urban potable water conservation measures.>	2-25-14 / 14,457		Once SWRCB finalizes new reduction figures in mid- May: Mandate implementation of urban potable water conservation measures to reach ____ % reduction as compared to 2013 usage.
Commercial, industrial, and institutional properties must immediately implement water efficiency measures to reduce potable water use by 25%* as compared to 2013. <*Figure for each jurisdiction to be confirmed by SWRCB on 5/15/14.>		4-1-15 / B-29-15				Once SWRCB finalizes new reduction figures in mid- May: Mandate commercial, industrial, and institutional properties to immediately implement water efficiency measures to reduce potable water use by ____ % as compared to 2013 usage.
Per Dept. of Water Resources' (DWR's) lead, replace lawns and ornamental turf with drought tolerant landscapes. Funding will be provided to underserved communities.		4-1-15 / B-29-15				No need to have a Resolution for this Directive.

REGULATORY FRAMEWORK (synopsis)		CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
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CONSISTENCY WITH NEW REGULATIONS VIA EXISTING CITY CODE OR NEW RESOLUTION (italicized font = new Resolution)						
Monetary incentives for inefficient household appliance replacement via DWR and the California Energy Commission.		4-1-15 / B-29-15				No need to have a Resolution for this Directive.
Irrigation of newly constructed home and building exteriors with potable water is prohibited unless via drip or microspray.		4-1-15 / B-29-15				Irrigation of newly constructed home and building exteriors with potable water is prohibited unless via drip or microspray.
Develop rate structures and other pricing mechanisms to maximize water conservation per the 25%* reduction mandate. <*Figure for each jurisdiction to be confirmed by SWRCB on 5/15/14.>		4-1-15 / B-29-15				Once SWRCB finalizes new reduction figures in mid-May: The City will develop rate structures and other pricing mechanisms to maximize water conservation per the ____% reduction mandate.
Include a detailed drought management plan in the 2015 Agricultural Water Mgmt Plan to describe actions/measures that will be taken to manage water demand during drought.		4-1-15 / B-29-15				No need to have a Resolution for this Directive.

REGULATORY FRAMEWORK (synopsis)			CITY RESOLUTIONS, ORDINANCES AND CODES (synopsis)				
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Local groundwater agencies in high and medium groundwater basins must immediately implement all Groundwater Monitoring Program requirements		4-1-15 / B-29-15					No need to have a Resolution for this Directive.
			Any waste or unreasonable use of water is prohibited. Water conservation is mandatory.			22-136A and 136B- 15	No changes to 22-136A and 136B-15.
			Public works employees have the authority to enforce the City Code's water waste prohibitions.		2826	22-142	No changes to 22-142.
			Installation of new or replacement single pass cooling systems in commercial or industrial bldgs. Is prohibited			22- 136B12	No changes to 22-136B12.
			Installation of non-recirculating water systems in commercial car wash or laundry systems is prohibited.			22- 136B13	No changes to 22-136B13.
			Water Manager MAY restrict a number of other actions during water shortage conditions...			22-154C	No changes to 22-154C.